

GENERAL CONDITIONS

1. Buyaheadset.com is located at Bijsterhuizen 2414, 6604LL, Wijchen, The Netherlands

The following terms and conditions of sale of Buyaheadset.com apply to all orders, sales and deliveries of its products that it sells in its sole capacity as distributor, via catalogue, promotional materials, website or telephone calls. The products sold by Buyaheadset.com are directed exclusively at clients acting in their professional capacity (hereafter referred to as the 'Client'). Therefore, when placing an order with Buyaheadset.com, the Client agrees that he or she is acting as part of his or her professional activity and therefore is not regarded as a consumer as defined by UK and European consumer law, this being a crucial factor in entering into a contract with Buyaheadset.com.

2. Quotes and orders

Only written quotes are valid, and for the duration specified therein. Otherwise, the duration is 1 month. Orders can be placed online, by phone, mail or fax, with the company letterhead or stamp, or by email. The contract comes into force after formal acceptance by Buyaheadset.com of the order placed by the Client. Buyaheadset.com will respond by sending an order confirmation by the most appropriate means to the Client's address. The Client must check the confirmation and notify us immediately of any errors. Otherwise, the contract will apply to the order confirmation. Any order placed in the name of or on behalf of the Client is deemed to be made by himself or herself, an employee or a person authorized for that duty.

3. Price

Product prices and service offers, applicable taxes, shipping fees and related fees are indicated on the invoice issued by Buyaheadset.com. Unless there are specific contractual provisions, offers and price lists correspond to the prices valid at the time of designing the catalogue and website updates and are not binding beyond that point. Orders accepted are subject to price increases imposed on us by our own suppliers and circumstances beyond our control that would make delivery impossible or more costly.

4. Payment terms

All invoices are payable in full and without discount. Any delay in payment after the deadline indicated on the invoice will automatically lead to the application of penalties for late payment at a rate of 1.8% per month of delay, as well as a fixed sum of Euro 50.00 per invoice paid late. This amount may be increased if the recovery fees exceed the amount of the late penalty.

5. Delivery times

Delivery times are set in good faith and are for guidance only. Unless otherwise stipulated in writing, a delay cannot in any case, justify the cancellation of an order or any compensation. If a product is out of stock, delivery time will depend on how long it takes to get new stock from the supplier, in which case Buyaheadset.com will then inform the client of a provisional delivery time.

6. Delivery charges

Orders of over Euro 175.00 (ex. VAT) will be delivered without charge to all destinations in the Benelux. Free standard delivery times may take up to 5 working days. Priority delivery may take up to 3 working days. Delivery fees stated on the website apply to orders for the rest of the countries and are considerably higher and are calculated on a case by case basis according to the weight and dimensions of the package.

7. Delivery - ownership

Any missing or damaged parcels should be noted on the delivery note before signing it. The contents of the package must be checked and any concerns must be communicated to the carrier within 48 hours by registered mail with acknowledgement of receipt. Ownership is transferred to the client after full payment. Otherwise, Buyaheadset.com will be entitled to demand the immediate return of the delivered products.

The buyer shall not sell, export or re-export, directly or indirectly to the Russian Federation or Belarus, nor for the use in the Russian Federation or Belarus any goods supplied under or in connection with this agreement that fall under the scope of article 12g of council regulation (EU) no 833/2014 or Article 8g of EU 765/2006 and ensure that the purpose of these is not frustrated by any third parties, including end-uses, distributors and resellers.

8. Total Protection Warranty

If you have contracted the Total Protection Warranty at checkout, you will be eligible for the following conditions:

RETURN PERIOD EXTENDED TO 30 DAYS - Simply call us and we will organize the return of any article that does not suit you or is not functional (according to terms and conditions of sale). We will replace or refund upon receipt of the product (any shipping costs incurred will be at our cost).

INSURED AGAINST ANY DAMAGE - Get an extra 7 days after delivery to report any damaged product during shipping. We will replace it or refund it as soon as it is received. Simply call us and we will organize the return of any article that does not suit you or is not functional (according to terms and conditions of sale).

9. Complaints

If the goods ordered do not meet the expectations of the Client, they can be returned to Buyaheadset.com under the following conditions:

- (1) Any request to return goods must be made in writing within 14 calendar days after delivery. Upon receipt of the request, Buyaheadset.com will send the Client a returns reference number;
- (2) Products must be returned to Buyaheadset.com by registered post with acknowledgement of receipt within a maximum period of 15 calendar days after the Client receives the returns number, in their original packaging, with a copy of the invoice and with the above-mentioned returns number marked clearly on the package.

Costs and risks of transport will be the responsibility of the Client. Once received by IPN Telecom, the returned items will be checked thoroughly to ensure that the product, packaging and parts are intact. After checking the products a refund or credit note for the amount paid, excluding transport fees, will be issued. Credit notes have a validity of valid for one year from the date of issue. No credit note or refund will be made if (i) the goods returned have been modified, customized, altered, damaged or are incomplete/ or (ii) if the goods have not been returned under the conditions described in this document. In no event can goods which have been adapted to meet the specific requirements of the Client be returned to IPN Telecom.

10. Guarantee and limitation of liability

10.1 The Client has read the product specifications and takes responsibility for selecting products he orders according to his or her requirements. Therefore Buyaheadset.com does not guarantee that the products are suitable for the Client or meet the specific requirements for which they are intended.

10.2 In accordance with current legislation, products are guaranteed against hidden defects as stipulated in Article 1641 of the Civil Code.

10.3 In no event is Buyaheadset.com liable for the repair of any incidental damage such as, but not limited to, loss of earnings, profits, revenue, opportunities, harm to its image or reputation, etc. Liability and application of both conventional Buyaheadset.com guarantees are excluded in the following cases: - illegal or incorrect use of products by the client; - normal wear and tear of products; - damage to products or accidents that result from a lack of care, and in particular cracks, breakages, humidity, inadequate temperature, rust, liquid spillages; products repaired by the client by third parties are not approved by Buyaheadset.com; or - transformation of products or incompatibility with other materials. Subject to the above-mentioned disclaimers, and in the event of liability of Buyaheadset.com, it is agreed that the right to compensation shall in any case be limited to the amount paid for the damaged product by the client.

11. Data ownership

In accordance with current Data Protection legislation, the Client has the right to access, modify, or oppose any information that concerns him or her. This right may be exercised with Buyaheadset.com Your personal data will be used to send you information we think you may find useful or which you have requested from us, including information about our products and services, provided you have indicated that you do not object to being contacted for these purposes. At any stage, you also have the right to ask us to stop using your personal data for direct marketing purposes. You can opt out at any time.

In compliance with the General Data Protection Regulation (GDPR), we inform you that Buyaheadset.com, as the data controller, processes your professional contact details: your name, first name, position within your company, and your email address.

These processing activities include collection, recording, storage, entry, structuring, duplication, enrichment, and sharing with business partners for B2B marketing purposes.

For B2C marketing, data collected directly or indirectly may come from various sources, such as your purchases, our telephone directories, and partner databases.

Buyaheadset.com retains your data for commercial prospecting purposes for three (3) years from the date of the last activity for prospects and five (5) years from the date of the last activity for customers. After this period, your data will be deleted unless you object or request deletion earlier.

No action is required from you.

You will continue to receive communications from us, but you can opt out at any time by using the unsubscribe link in each message or by contacting us at info@buyaheadset.com

For more information about how we process your data and your rights, please refer to our Privacy Policy.

12. Jurisdiction

Any legal dispute relating to the interpretation, enforcement or breach of these terms and conditions will be subject to Dutch law. Any dispute relating to the validity, interpretation and enforcement of these terms and conditions will fall under the exclusive jurisdiction of the Arnhem commercial court notwithstanding multiple parties or third parties. However Buyaheadset.com has the right to take a case to any competent court, in particular in the location of the company headquarters or location where the goods are delivered.

13. Privacy and Cookies

We may also collect, and our third party providers of content may collect information about where you are on the internet, your browser type, the country and telephone area code where your computer is located , the pages of the website that were viewed during your visit and any search items that you entered on our website ("User Information"). We may collect this information even if you do not register with us.

The reason that we monitor our website and capture this information is to improve your shopping experience, enabling us to handle your order, process deliveries, make you aware of exciting offers and promotions and ensure that we can continue to provide a great on line shopping experience to our customers. To assist with this we may store information about you using cookies which are files sent by us to your computer or other access device which we can access when you visit our site at some point in the future. The cookies we use enable us to save your bag for later, track the opening of our emails amongst other things. You can take a closer look at our cookie policy [here](#).