

GENERAL TERMS AND CONDITIONS OF SALE DivXPlayer.nl

1. Introduction

The general terms and conditions of sale detailed below govern the contractual relationship between the User (hereafter referred to as "You" or "the customer") and the DivXPlayer.nl Company (hereafter referred to as We) and both parties accept these conditions unreservedly. These general conditions of sale are the only conditions that are applicable and replace all other conditions, except in the case of express, written prior dispensation. We maintain that, by confirming your order, you unreservedly accept our general conditions of sale, having read them. These Terms and Conditions of Sale are important to you and DivXPlayer.nl as they have been designed to protect your rights as a valued customer and to protect our rights as a business and to create an understanding between us.

2. Your order

We provide you with several possible ways of placing your order. The fastest way is by doing so on the Internet through our internet site. We will confirm receipt of your order by e-mail. We will confirm that your order has been accepted by sending an e-mail to the e-mail address that you will have given us.

3. Return Right

Our no quibble 7 working days money back warranty beginning the day after the goods are received means you can return your purchase if you change your mind for any reason. Please ensure that the product has to be returned to us undamaged in the original packaging along with all accessories and instructions and the ORIGINAL invoice. If you send the product you have to pay the return carriage costs (we advice with insurance). We will refuse any shipment were the freight is not (fully) paid. Once notified of your intent to cancel we will refund you within 30 days. Goods received back incomplete, damaged or in any condition other than saleable will be not accepted and you will be informed by E-mail, and will have 5 working days to solve the issue. (Sending missing parts etc) We will also charge you €4,95 administrative costs. Shipping and payment costs (such as PayPal Fee, iDEAL) do not apply for refund. Those are specified on your invoice, and will be deducted from the amount. Custom made products, labour and spare parts also do not apply for refund. Region free is an option that is custom made. If you wish to exercise this right please send us within the seven day period back the goods. The date the product is send, is the return date, so transport time is not included. The return right does not apply to Companies. This means any Company that has filled in the Company Name box during the order process for his/her invoice, or in any other way wants' to get a company name on the invoice.

4. Cancelations

You can cancel the order, any time free of costs before receiving information that the purchased is shipped. In case your order has shipped already, you need to follow the procedure, mentioned in article 3 of these terms. When ordered as a Company, we have the right to charge you 10% of the ordered product, since this is an agreement between two Companies, and other legal rights and terms apply. If DivXPlayer.nl cannot ship out 14 days after the agreed shipping date, DivXPlayer.nl will also not charge the 10% for Companies.

5. Prices

All prices displayed on our site are inclusive of Dutch VAT at the current rate and excluding of delivery costs. All our prices are given in Euros. The price stated at the end of the order process is the definitive price, taking into account all relevant taxes, including VAT. This price includes the price of the product, handling charges, packaging and transportation costs. When you are NON-EU resident, the TAX will be deducted at the end of the order process. Be advised that you may have to pay tax in your own Country. We reserve the right to reject the order if the price of a product is in error, such a way it is obvious the price cannot be correct.

6. Product information

The photographs illustrating the products are not part of the contract. If there are any errors in them, we may in no way be held liable for this. We cannot be held responsible for the accuracy of the information contained within specification sheets and product descriptions provided by our partner suppliers. This applies in particular when any technical or physical alterations are made to the product on the initiative of our partner suppliers. All our offers are valid only while stocks last.

7. Delivery

We can deliver in most of the countries in the world. Shipment is done via TNT or UPS. TNT can however choose a local forwarder to deliver. We provide 98% next day delivery for the Netherlands, Belgium, and Germany and 48 hours for France, Luxemburg, UK, Ireland, Denmark and Sweden. You can find on our website the full list of countries, including pricing. When your Country is not listed, please mail us for details. Please note that delivery of products in the Channel Islands: (Alderney, Guernsey, Jersey and Sark). Will take longer, and will need export documents.

Pick-up Store

This delivery option enables you to directly collect your parcel at:

DivXPlayer.nl

Fewrmiweg 11

3208 KT Spijkensisse, Netherlands

8. Shipping Costs:

Please note that DivXPlayer.nl will not be liable in the eventuality of late deliveries should it concerns a direct responsibility of our chosen forwarder. Upon receipt of your order, please ensure that the device is in good working order. If there are any apparent faults, the buyer shall be entitled to return the product under the conditions set down in the present document. The vendor is exempted from his/her obligation to deliver in the event of war, riots, fire, strikes, accidents and in the event that he/she finds it impossible to obtain supplies. Goods are always transported at the risk of the consignee.

Damage in transit: You must always check your package upon arrival. If goods arrive in a damaged condition you must make a note on the carrier's delivery consignment note before the driver leaves and it will be your responsibility to inform us within 48 hours of delivery.

Shortages: It is your responsibility to sign for the correct number of goods as shown on the invoice in the box. Any shortages must be noted on the consignment note before the driver leaves and it will be your responsibility to notify us within 48 hours of delivery.

We will replace, refund or repair faulty products if they are deemed to be faulty on arrival. All potential faulty products will be examined by our after-sales service or the manufacture to get a first technical diagnostic. Please note that all faulty products must be returned to us undamaged in the original packaging along with all accessories and instructions. For

refund, in the unlikely event that an accessory is missing or that the original package has been damaged we will apply to you a 15% penalty cost of the initial price of the good. No replacement will be authorized if accessories and instructions are missing and/or the product is received damaged and/or the product comes without the original packaging.

9. Availability

Our web site is regularly updated throughout the day, to ensure that we provide accurate details on product availability and the listed time limit is regularly updated. We endeavour to ensure availability on all our advertised items is constant, however we cannot warranty availability. In the unlikely event that your chosen item is unavailable we will contact you ASAP to advice of expected delivery dates. If a product that has been ordered is still not available after the indicated waiting period has elapsed, we will contact you by e-mail or by phone in order to propose an extension to the waiting period or to suggest a different product.

10. Payment

- Online payment via PayPal by means of a secure payment system. PayPal uses one of the most reliable secure payment systems available on the Internet: the SSL protocol. (For more information, visit: www.paypal.com).
- IDEAL is a secure payment option which can only be used by persons whom have a Dutch Bank account at the Postbank, ABN-AMRO, Rabobank, ING, SNS and Fortis.
- Bank transfer payment: DivXPlayer.nl offers the opportunity to pay by bank transfer. Please note that Bank transfers from abroad will only be accepted if the additional transfer costs are paid by the customer. (EU residents with an Euro bank account will not be charged transfer costs when they choose "SHARE COSTS") Your payment will be processed when your bank transfer is received. Once your payment received we will dispatch your goods. The processing of off-line payments may take several days.

11. Legislation

This contract shall come under Dutch and EU law. We cannot be held liable for any kind of damages, material, immaterial or corporal, that arises as a result of the malfunctioning or misuse of commercial products. The same shall apply where any alterations are made to products by their manufacturers. Our liability shall, in any case, be limited to the setting up of the order and we may not be held liable in the event of simple errors or omissions which may occur in spite of all the precautions taken in presenting the products. In the event of a dispute, we will be at your disposal with the aim of reaching the fairest, amicable settlement. Failing this, the Dutch Court will be the only court with jurisdiction to rule on such disputes, regardless of the place of delivery or accepted method of payment.

12. Guarantees

We are obligated to ensure the product you have purchased from us, must work as stated by the manufacture. Please check our website under "service" for detailed information per product. The warranty excludes faults caused by neglect, misuse or accidental damage. The warranty excludes consequential loss of consumable items, eg: batteries, processing etc. Every product that has a manufacturer's warranty comes with a warranty certificate. If the warranty certificate is missing, your invoice will serve as written proof thereof. If the need arises for a warranty, the start date for this warranty will correspond to the invoice date. In any case you need to have the invoice to receive warranty. We can not provide a copy of the invoice.

13. Legal information and privacy policy

Since the details you give us are essential for the processing and delivery of orders, for billing and for the establishment of warranty contracts, we ask the customer to provide these details accurate. According to the law, we will only use the provided details to process your order, or to get in contact with you if there are any problems/missing info we need. DivXPlayer.nl is committed to our member's privacy and the following notes outline our information practices. If you feel we are not abiding by our policy or if you have any questions please contact us.

Use of Information

By ordering via DivXPlayer.nl and choosing the option NEWSLETTER you agree that we can communicate to you suitable offers from DivXPlayer.nl

14. Product availability

The order shall be fulfilled within a period of 14 days at the latest, starting from the day following that on which the customer placed the order.

In the event of an ordered product being unavailable, in particular if this is due to our suppliers, the customer shall be informed thereof at the earliest opportunity, and shall have the option of cancelling the order.

The customer shall then have the choice of requesting either a refund of the amount paid within 30 days of payment, at the latest. The customer is required to check the condition of the packaging of the goods upon arrival, and to report any damage attributable to the carrier on the delivery note and to DivXPlayer.nl, within a period of 48 hours.