



GENERAL TERMS AND CONDITIONS FOR ONLINE SALE

Before you buy our products we advise you to read carefully these general terms and conditions.

OptimDrive.be is a website proposed by PHELECT SPRL, Belgian society situated rue des Trois Entités, 15 – 4890 THIMISTER-CLERMONT under the enterprise number BE0439.839.075. This page (and the mentioned documents) precise the conditions in which we sell each of the Products listed on our website www.optimdrive.be. We invite you to read attentively these general terms and conditions for online sale before you order any Product on this website. By purchasing one of our Product, you accept these general terms and conditions for sale.

1. About these Terms and Conditions

In these terms and conditions "we" and "us" mean PHELECT SPRL and "you" means you the customer. In these terms and conditions certain words spelt with initial capital letters are defined terms. For your ease of reference these defined terms are listed together at the end of the terms and conditions. These terms and conditions together with your Order Confirmation constitute the Contract between us and you for the supply of Products and Services. No other terms and conditions shall apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

2. Placing Your Order

2.1 To place an Order you must be 18 years of age or over.

2.2 You may place an Order by filling in the Order Form on the OptimDrive web site.

2.3 By placing an Order, you make an offer to us to purchase the Products you have selected on these terms and conditions. We may or may not accept your offer at our discretion.

2.4 If we accept your Order, we will notify you of our acceptance by issuing an Order Confirmation. We will send your Order Confirmation to you by e-mail provided you have indicated an e-mail address on your Order Form. Otherwise we will send the Order Confirmation by post. The Order Confirmation will be effective on sending. If we cannot accept your Order we will attempt to contact you by email or telephone or post.

2.5 Whilst we will make every effort to supply you with the Products listed on the Order Confirmation, there may be occasions where we are unable to supply these Products because, for example, such Products are no longer being manufactured or available or we are unable to source relevant components or if there was a pricing error on the OptimDrive Web Site. In such circumstances we will contact you to inform you and may suggest alternative Products that you might wish to purchase. If you do not accept our suggestions then we will cancel your Order in relation to those Products we cannot supply and repay you any money that you may have paid to us in respect of those Products. Repayment of such monies will be the extent of our liability to you if we are unable to deliver to you the Products you have ordered.

2.6 Information contained in our advertising, brochures, other written materials, on our web sites or given to you by our agents or employees constitutes an invitation to treat. No such information constitutes an offer by us to supply any products.

3. Supply of Your Products

Subject to these terms and conditions, we will supply to you the Products indicated on your Order Confirmation.





4. Prices

4.1 The price for the Products will be the price indicated on your Invoice.

4.2 VAT is payable by you at the applicable rate as indicated on your Invoice. No intra-community purchases can be made on The OptimDrive Web Site

4.3 Delivery costs, where applicable, are payable by you as indicated on your Invoice.

5. Paying for Your Products

The payment of the Products can only be carried out through our secured online payment link.

6. Delivery of Your Products

6.1 If the mentioned address is situated outside Belgium, it is possible that we refuse the order.

6.2 Subject to clause 6.1 we will deliver your Products to the delivery address as shown on your Order Confirmation.

6.3 We will use our reasonable endeavours to manufacture your Products within 14 days of the date of issue of your Order Confirmation. Estimated Product build times which are given at the time of placing an Order are estimates only and do not equate to delivery times. If you have ordered several Products at one time, we may deliver such Products on different days. You may cancel your Order at any time prior to delivery of the Product ordered by calling us on 003287560274 and quoting your Web Order Number.

6.4 Title to and risk of loss in your Products will pass to you on delivery of the Products.

7. Your Rights to Return Products

7.1 The non professional persons benefit from a retraction time of seven (7) calendar days from delivery of their order. They may return the Product to us for exchange or obtain a refund of the price for the returned Product without penalty, return costs not included.

7.2 To exercise your right to return the Product, you must call us on 3287560274 during the opening hours to arrange the modalities of return. The product must be returned in its original pack and must be intact.

7.3 At the condition that the returned Products are intact, we will refund you the price paid for the returned Products.

8. Software

8.1 All Software is licensed to you on the terms and conditions of the applicable licence agreements. These licence agreements are shipped with the Software or are provided when the Software is downloaded.

8.2 You shall be responsible for ensuring that any Software or Product bundle ordered by you is suitable for your requirements and is compatible with your existing systems and practices.



PHELECT SPRL

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9. One (1) year contractual Warranty

9.1 IF YOU ARE A CONSUMER, THIS CONTRACTUAL WARRANTY IS AN ADDITION AND DOES NOT AFFECTS YOUR LEGAL WARRANTIES relative to the protection of the consumer in case of sale of consumer goods.

9.2 This limited warranty is only valid for Hardware with the exception of Software and Services. Please consult the corresponding licence contracts for the warranties of your Software.

9.3 Before you submit your Hardware to the warranty service, you will have to make separately a copy of the software system, application software and all your data. After reparation you may have to reinstall your software and data. This is up to you. We are not responsible for the loss of data caused by the warranty service.

10. Our Liability

Without damages for the rights of the consumers, our total responsibility is limited, whatever its base, to the amount paid by you for the Product(s) in question.

11. Export Control

Upon entering into a contract, you agree to comply with all Export Laws. You agree not to export any Product to any country in contravention of any Export Law, and not to export any Product to any country for which an export licence or other governmental approval is required, without first obtaining all necessary licences or other approvals. You warrant that you are not located in, under the control of, or a national or resident of any country to which export of the Products is prohibited by any Export Law.

12. Data Protection

By placing your Order, you agree and understand that we may store, process and use data collected from your Order Form.

13. Circumstances beyond our reasonable control

We will make every effort to perform our obligations under the Contract. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

14. Disagreements Governing Law and Jurisdiction

We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, the following rules will be applied. The Contract is governed by the Belgian law with the exception of the Convention of the United Nations (Convention of Vienna). Each part gives exclusive competence to the Belgian courts. If you are a commercial, each part gives exclusive competence to the courts of Verviers.





15. General

15.1 Neither our failure or your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

15.2 The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

16. Defined Terms

In these terms and conditions:

"Contract" means these terms and conditions together with your Order Confirmation;

"Consumer" means a customer who purchases Products otherwise than in the course of a business;

"Export Laws" means all laws, regulations and orders of the United States, the European Union and Belgium applicable to the export, re-export, transfer or resale of Products;

« Hardware » means any Product that is not a Software ;

"Invoice" means the invoice issued by us to you for the price of the Products;

"Order" means an order placed by you in accordance with these terms and conditions;

"Order Confirmation" means the order confirmation issued by us to you indicating acceptance of your Order;

"Order Form" means the electronic order form on OptimDrive Web Site;

"Product" means any product listed on the OptimDrive Web Site which we agree to supply to you on these terms and conditions and may include Services;

"Software" means any Product which is software including without limitation operating systems, bundled software, stand alone software and downloadable software;



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