

Terms & Conditions online sales Trivoly Technology BV

Online Sales Terms & Conditions
Version: 1 November 2015

Before using this Website, we recommend you to read through these Terms and Conditions carefully, save or print a copy for future reference, and also read our Terms of Use, Privacy Policy and Cookie Policy regarding your personal information.

1. Scope

These online sales terms & conditions ("Terms & Conditions") apply to the websites www.Trivoly.com, and all of their alias, together referred to as "Website". The Website is hosted by Trivoly Technology BV ("Trivoly"/"we"/"our"/"us"), a company incorporated in The Netherlands (Company Number 63244934) with registered office at Diemerhof 10, Diemen The Netherlands.

As user of the Website ("you"/"your") you acknowledge that any use of this Website including any transactions you make is subject to these Terms & Conditions together with other legal documents, such as the Terms of Use, the Privacy Policy and the Cookie Policy ("Terms").

Trivoly does not knowingly collect data from any unsupervised person under the age of eighteen (18). If you are under the age of eighteen (18), you are not allowed to use the Website or submit any personal data to us unless you have the consent of, and are supervised by, a parent or guardian. If you are not a consumer and wish to purchase goods for business, please contact our sales department sales@trivoly.com.

2. Registration

Certain Website services will require registration and subsequent access to those services will be subject to an approved login name (e-mail), other data (including your name, address, telephone number, e-mail, device details (Serial number, model name) and password ("Registration Details"). Information that you provide on this Website must be accurate and complete. In the event that you have any concerns regarding your Registration Details or become aware of any misuse then please consult our Privacy Policy and Cookie policy.

3. Order process

All orders that you place on this Website will be subject to acceptance in accordance with the Terms. The confirmation stage sets out the final details of your order:

1. If your orderd we will send to you an email providing a detailed overview of your order including product and price details ("Order Confirmation");
2. Should you wish to cancel your order, please follow the correct process as described in our Return & Refund section. Products are subject to availability. As soon as your order has been dispatched you receive a notification email ("Order Dispatch"). We reserve the right to refuse or cancel your order at any stage of the order process. You will be notified of such non-acceptance or cancellation of your order by email ("Order Cancellation"). In the event of order cancellation, a full refund will be given where you have already paid for the products. We may file details of your order for you to subsequently access direct on this Website. Please check our Privacy Policy and Cookie Policy. Please see the Buying Online section for additional information on how to place an order. If you wish to obtain specific details about your previous orders please consult your account page on the Account section.

4. Delivery

This website delivers products to any location in the world. Except for virtual products, all products must be signed for by an adult aged 18 years or over upon delivery. Delivery charges and estimated timescales are specified in the Shipping and Delivery section. Delivery charges are also specified in your shopping basket while executing an order. We make every effort to deliver products within the estimated timescales; however delays are occasionally inevitable due to unforeseen factors. Trivoly shall be under no liability for any delay or failure to deliver the products within estimated timescales or otherwise perform any obligation as specified in these Terms & Conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control. Should your order not be delivered within thirty (30) days as of reception of the Sending Confirmation, please contact us. Your order will be processed and expected delivery dates for pre-ordering are listed on the website. Risk of loss and damage of products passes to you on the date when the products are delivered.



5. Payment

Your payment is processed by Adyen, our payment provider. Additional terms and conditions for payments made by our payment provider can be found at www.adyen.com (Trivoly is not responsible for the content of external websites or any terms and conditions which may apply on these external websites).

you pay is the price displayed on this Website at the time we receive your order apart from the following exception: while we try and ensure that all prices on our Website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible ("Correction Request") and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will put the order on hold and treat the order as cancelled after thirty (30) days without response. In the case of cancellation, you will receive a full refund. Payment can be made by any method specified in the Buying Online section. Title to any products you order on this Website shall pass to you on delivery of the products provided that we have processed and received payment in full for the products. All prices are shown in euro (€), pounds sterling (£) or USD (\$) and include VAT and other charges (where applicable) at the applicable current rates but exclude delivery charges, unless expressly stated otherwise.

6. Returns, Substitutions and Cancellations

In the unlikely event that you receive faulty or damaged goods, please refer to our Returns and Refunds section. Should we experience problems with the supply of certain products we may supply a substitute of the same or better quality at the same price. If you are not happy with the replacement or substitute you may cancel your order in accordance with your rights under the Distance Selling Regulations (see the Returns and Refunds section for further details).

7. Intellectual Property

You acknowledge and agree that all our copyright, trademarks and all other intellectual property rights including all materials and/or content made available as part of your use of this Website, shall remain at all times vested in us or our licensors. Except as expressly authorized by us or our licensors, you are not permitted to use this material. You acknowledge and agree that such material and content is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this Website or executing our agreement. You further acknowledge that any other use of the material and content of this Website is strictly prohibited. You agree not to copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content nor to assist or facilitate any third party to do so.

8. Liabilities and Indemnity

1. Nothing in the Terms & Conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability that may not otherwise be limited or excluded under applicable law.
2. Subject to clause 8.1 above, Trivoly will use reasonable endeavors to verify the accuracy of any information on the Website but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. Trivoly will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and Trivoly accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the Website.
3. Subject to clause 8.1 above, other than as expressly provided in these Terms & Conditions with respect to specific products and except for the exclusive remedies set out at Section 6 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.
4. Subject to clause 8.1 above, Trivoly will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or loss of goodwill or reputation; or special or indirect losses; or suffered or incurred by that party arising out of or in connection with the provisions of any matter under these Terms and Conditions.
5. Not with standing the above, subject to clause 8.1 Trivoly's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.



6. This section 8 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.
7. We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorized access to information provided by you.
8. Links on this Website to third-party websites are provided solely as a convenience to you. If you use these links, you will leave this Website. Trivoly has not reviewed all of these third-party sites and does not control and is not responsible for any of these sites or their content. Thus, Trivoly does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to this Website, you do this entirely at your own risk.

9. Miscellaneous

The Terms including the documents or other sources referred to in these Terms & Conditions supersede all prior representations understandings and agreements between you and Trivoly relating to the use of this Website (including the order of products) and sets forth the entire agreement and understanding between you and Trivoly for your use of this Website. These Terms & Conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the Dutch Law or any other applicable laws). You may not assign or sub-contract any of your rights or obligations under these Terms & Conditions or any related order for products to any third party unless agreed upon in writing by Trivoly. Trivoly reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these Terms & Conditions or any related contract to any third party. If any portion of these Terms & Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms & Conditions shall not be affected. No delay or failure by Trivoly to exercise any powers, rights or remedies under these Terms & Conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorized representative of Trivoly. The contract between us shall be governed by the laws of The Netherlands and any dispute between us will be resolved exclusively by the courts of Netherlands.

10. Changes to Terms&Conditions

We reserve the right to change and update the Terms & Conditions at any time. Any such changes will be posted on this Website. The date of the latest update to the Terms & Conditions is set out at the top of these Terms & Conditions. Changes to the Terms & Conditions are effective at the time they are posted to this Website, and your continued use of this Website shall signify your acceptance of, and agreement to be bound by, those changes.

