



Terms and Conditions of Sale

HelmetPlus NV

Please read these terms and conditions carefully before ordering goods from HelmetPlus NV.

HelmetPlus NV recognises that one of the biggest concerns people have when shopping online is security. That is why we have invested a great deal of time and money in the best possible systems to ensure that your data remains secure.

All our sales and deliveries are deemed to be subject to the general terms and conditions set out below, to the exclusion of all others, including those specified in the customer's order forms.

Privacy

When an order is placed, HelmetPlus NV retains information about customers that has been collected, such as their first and last names and email address, in order to fulfil the orders placed. HelmetPlus NV will never sell, rent or lend its database to a third party. All information has been obtained lawfully and in accordance with the provisions of the GDPR (General Data Protection Regulation) of 27 April 2016, which came into force on 25 May 2018. Privacy is very important, so please read the following Privacy Policy carefully and thoroughly. This page contains a lot of information about your privacy and your rights!

Pricing

All prices are in euros and include VAT at the current rate, unless otherwise stated. We endeavour to maintain the advertised price, but reserve the right to change it in the event of increases in wages, raw material prices, taxes or other circumstances. For orders outside the European Economic Area (EEA), VAT is deducted and import duties are the responsibility of the buyer. Product prices in the shopping basket do not include delivery charges. Delivery charges are calculated during the checkout process and depend on the size of the order and the delivery destination.

Productdescription

HelmetPlus NV endeavours to provide the information and content on this website as accurately as possible. However, we are only bound by an obligation of means; we are not bound by any obligation of result of any kind.

HelmetPlus NV cannot, however, guarantee that product descriptions, photographs or other content on this website are always accurate, complete, up to date or free from errors.

We accept no liability whatsoever for any direct or indirect loss or damage arising from or in connection with the legitimacy, timeliness, accuracy, completeness, reliability or availability of the content, information and services provided by HelmetPlus NV.

If a product supplied by HelmetPlus NV does not match its description, you may return it in its unused condition, subject to the terms and conditions set out below. Further information can be found [here](#).

Use of the Helmet-plus.com website and HelmetPlus App

The website helmet-plus.com provides information to the user/purchaser. The content is intended solely for personal use.

The HelmetPlus App is designed and developed for use in conjunction with HelmetPlus products, and is also intended solely for personal use.

Copying, reverse engineering, reproducing or distributing the website and/or the HelmetPlus app in any way without the written consent of HelmetPlus NV is expressly prohibited. Such consent is not required for personal use.

HelmetPlus NV reserves the right to amend these terms and conditions at any time and without notice.

All information, products and services on the website or in the app are provided 'as is', without any (implied) warranty or guarantee as to their availability, reliability, fitness for a particular purpose or otherwise. HelmetPlus NV does not guarantee that the website and the app will function without error or interruption.. Helmetplus NV accepts no liability for the website and the app being temporarily or permanently unavailable, either in whole or in part.

HelmetPlus NV is not responsible for the information contained in banners and buttons or for the content of third-party websites. References or links to other sites or sources not owned by HelmetPlus NV are included solely for the user's information. HelmetPlus NV accepts no liability whatsoever for the content of websites not owned by HelmetPlus NV.

HelmetPlus accepts no liability whatsoever for any direct or indirect damage, of whatever nature, arising from or in any way connected with the website and its products, or with the use of the HelmetPlus app.

HelmetPlus NV reserves the right to modify, suspend or discontinue the HelmetPlus Services or the App, or any part thereof, at any time, with or without notice. In the future, we may offer additional services, features, functionalities and in-app purchases. You agree that HelmetPlus NV shall not be liable to you or any third party for any modification, suspension or discontinuation of the HelmetPlus Services or the App or any part thereof.

Ownership: the app provided to you is licensed to you and not sold. HelmetPlus NV (and its licensors, where applicable) owns all rights, titles and interests, including all related intellectual property rights, in and to the HelmetPlus Services and the App. These Terms of Service do not constitute a sale and do not grant you any ownership rights in or to the App. The name HelmetPlus, the logo and the product names associated with the HelmetPlus service are the property of HelmetPlus NV (or its licensors, where applicable), and no right or licence is granted to use them, whether by implication, estoppel or otherwise. HelmetPlus NV (and its licensors, where applicable) reserves all rights not granted in this Agreement.

Under 18

We take safety very seriously, especially when it comes to children. We therefore advise parents to teach their children how to use the internet safely. If you are under 18, you may only use the HelmetPlus NV online shop with the help of a parent or guardian.

Delivery

HelmetPlus NV aims to process your order as quickly as possible. Generally speaking, we process orders placed before 12 noon on a working day on the same day. However, during busy periods, your order may not be processed until the next working day. Average delivery times for items 'in stock' are 3 to 4 working days after receipt of the order. Where possible, we offer an express courier service with an average delivery time of 1 to 2 working days. However, please note that our couriers sometimes encounter delivery issues, so this is not a guaranteed service.

Cancellation period

Customers have the right to cancel any order placed via the HelmetPlus webshop for items in stock up to 14 working days after the date on which the goods were delivered. Cancellation must be made in writing by post or email. The customer is responsible for returning the goods to HelmetPlus NV at their own expense. HelmetPlus NV will refund the goods within 30 days of the order being cancelled. The goods must be returned unused, in their original packaging and in a condition suitable for resale, within 30 days of cancellation. If they are not returned, the customer will be charged for them.

Warranty period

HelmetPlus NV offers a 2-year warranty against manufacturing defects. Your invoice serves as your proof of warranty, and the invoice date marks the start of the warranty period. This is a carry-in warranty, which means we ask you to return the faulty product to us. HelmetPlus reserves the right to decide whether the product will be repaired, replaced with the same or an equivalent product, or whether the purchase price will be refunded. The warranty does not cover parts subject to wear and tear, batteries and LEDs. You are not entitled to a warranty if any of the following conditions apply:

- Damage caused by the user (e.g. water damage, damage caused by dropping, crushing or impact, and damage resulting from stunts or exposure to high temperatures).
- Damage caused by incorrect use of the product.
- Attempts were made to open or repair the product yourself.
- Parts were changed or added that were not included on delivery.
- Damage caused by insufficient maintenance.

In the event of a warranty claim, please contact our customer service.

Complaints procedure

No complaint regarding our goods, services or invoices will be accepted unless it is submitted in writing to HelmetPlus NV within 14 working days of the date of delivery or the invoice date.

Furthermore, any complaint regarding the nature, quantity or physical condition of the goods must be addressed to us at the time of delivery and must also be explicitly noted on the original copy of the transport document and the delivery note held by us or our carrier.

All complaints should be addressed to:

HelmetPlus NV
Kermisstraat 9-11
8800 Roeselare
Belgium

You can also send an email to aftersales@hplus-mobility.com or call +32(0)50960409.

Payment

Unless otherwise agreed in writing, payment must be made in cash upon delivery or collection, without any discount, by deposit or bank transfer to a bank account designated by HelmetPlus NV within 30 days of the invoice date. The value date stated on HelmetPlus NV's bank statements shall be decisive and shall therefore be regarded as the date of payment.

HelmetPlus NV is entitled, upon or after the conclusion of the agreement and before performing (further), to require the other party to provide security to ensure that both payment obligations and other obligations will be met.

If payment has not been made within the period specified above, the other party shall be in default by operation of law and shall owe interest at a rate of 1% per (part of a) month on the outstanding amount from the invoice date, subject to a minimum of 50 euros.

All judicial and extrajudicial costs incurred shall be borne by the other party. The extrajudicial debt collection costs amount to 15% of the sum owed by the other party, including the aforementioned interest, subject to a minimum of 100 euros.

Until full payment of the amount due has been made by or on behalf of the other party, the goods delivered shall remain the property of HelmetPlus NV.

All payments made by the other party shall first be applied to any interest and collection costs incurred by HelmetPlus NV, and subsequently to the oldest outstanding invoices.

Force majeure

For the purposes of this agreement, 'force majeure' means any unforeseen circumstance beyond the control of the parties, as a result of which the other party can no longer reasonably be expected to fulfil the agreement.

If, in the opinion of HelmetPlus NV, the force majeure is of a temporary nature, HelmetPlus NV shall be entitled to suspend performance of the agreement until such time as the circumstance giving rise to the force majeure no longer exists.

If, in the opinion of HelmetPlus NV, the force majeure situation is of a permanent nature, the parties may reach an agreement regarding the termination of the contract and the associated consequences.

HelmetPlus NV is entitled to claim payment for the services rendered in the performance of the contract in question prior to the occurrence of the circumstance giving rise to the force majeure.

Disputes:

All agreements are governed by Belgian law. In the event of a dispute, the courts of Bruges shall have exclusive jurisdiction.