

# TERMS OF SALES — Online purchase

## 1. GENERAL PROVISIONS

By using and/or placing an order [fiftypointeight.shop](https://fiftypointeight.shop) you agree with the terms of sales as described below.

## 2. IDENTIFICATION

The website [fiftypointeight.shop](https://fiftypointeight.shop) is operated by FPE Bv, having its registered office at:

Weihoek 1, 1930 Zaventem — Belgium

With business registration number and VAT number BE0685615004

The website [fiftypointeight.shop](https://fiftypointeight.shop) is the sole property of FPE Bv

You may contact us at the above mentioned address and through the following means:

phone: +32 472 94 64 02

email: [info\[at\]fiftypointeight.shop](mailto:info@fiftypointeight.shop)

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at [ec.europa.eu](https://ec.europa.eu). We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.

## 3. SCOPE OF APPLICATION

These terms of sales apply to the purchase of goods of FPE Bv ordered by the Customer on our website [fiftypointeight.shop](https://fiftypointeight.shop).

These terms of sales apply to all contracts entered into between FPE Bv ("50.8 Shop") and any customer (the "Customer") relating to the sale of products manufactured and/or sold by 50.8 Shop (the "Goods"), but also to the supply of any service. They may be subject to subsequent modifications.

## 4. ACCEPTANCE

The Customer explicitly acknowledges that he has read these terms of sales and fully accepts these terms and conditions without reservation.

The Customer agrees that the terms of sales are written in English and that he understands the content of it. The Customer can request a French or Dutch version before purchase. If no request has been placed before purchase, this English version of the terms of sales will be considered as fully accepted.

## 5. CONTENT

All products, text, images, descriptions, data, and other material provided on the website or in the shop, as well as the selection, assembly and arrangement thereof, are referred to collectively as the "Content."

The Content may contain errors, omissions, or typographical errors or may be out of date. 50.8 Shop has the right to change, delete, or update any Content at any time and without prior notice. The Content is provided for informational purposes only and is not binding. Unless otherwise noted, the content of this website including brands, images, logos, drawings, sound, data, product- or company names, text, etc. is protected by worldwide copyright and other proprietary laws and treaty provisions.

## 6. PRICE & PAYMENT

The prices are quoted in Euros, inclusive of all taxes, but exclusive of handling, customs and shipping costs, the additional amount of which will be indicated to you when you confirm your order.

The default tax applied corresponds to the Value Added Tax in force in Belgium. For Customers residing outside Belgium, this tax will be adjusted according to the legal Value Added Tax in force in the country corresponding to the billing address.

We reserve the right to modify prices at any time, but products will in any case be invoiced on the basis of the rates in force at the time the order is placed.

At the end of the ordering process, you may be offered the following payment methods to pay for your purchases on 50.8 Shop website:

- Debit card, Credit card (Visa, MasterCard, American Express),
- Bancontact
- iDeal
- Apple Pay and Google Pay

Regardless of the method of payment you choose, all payments will only be considered final once 50.8 Shop has received full and effective payment.

Any costs resulting from a payment abroad, including transfer costs to Belgium and exchange losses, are the responsibility of the Customer. 50.8 Shop is entitled to charge a surcharge on the sales price for these costs or to invoice these costs separately.

## **7. DEADLINES AND DELIVERIES**

Stated delivery times are not binding unless they are expressly agreed as binding. Products are delivered wherever possible within the timeframe indicated on product page, but it is explicitly stated that the delivery dates are non-binding and are given by indication only. Therefore, 50.8 Shop is not responsible for delays in delivery and any delay in delivery dates will not entitle the Customer to claim any compensation, to refuse the delivery or to entirely or partly cancel the agreement or entirely or partly suspend the fulfilment of any obligation of the Customer under the agreement.

The Customer bears all risks if an error in the delivery address should occur. In such case, 50.8 Shop is entitled to claim additional costs.

Unless otherwise confirmed in writing, prices do not include transport and delivery costs of the goods to the Customer. The costs for transport and delivery are indicated separately. Delays in delivery do not constitute grounds for termination of the agreement or for the payment of damages to the Customer.

50.8 Shop reserves the right to carry out partial deliveries. In the event of a partial delivery, the Customer is not entitled to refuse delivery. In the event of non-delivery of the goods due to a material breach by 50.8 Shop, any amount paid by the Customer will be reimbursed without interest or other compensation.

Delivery will only take place if full payment is received for the principal, interest and applicable charges.

## **8. RETURNS**

Under regulation of the Belgian Law on trade and the information and protection of consumers of 14 July 1991, the Customer has a period of 14 working days from the date of delivery of his/her order to return any product that does not suit him/her and request an exchange or refund without penalty.

The right of withdrawal may be exercised by email at [accountancy@fiftypointeight.be](mailto:accountancy@fiftypointeight.be). It must be unambiguous and express the will to withdraw.

The goods must be returned in their original packaging intact, unopened or damaged, accompanied by all possible accessories, instructions for use, etc. Damaged or used goods are not eligible for a full credit. Where goods are damaged/incomplete, we may apply a discount. In the case of irrecoverable property, this discount is 100%.

Certain goods cannot be returned for any reason:

- Goods sold to a company with a valid VAT number

- Goods expressly ordered for the customer as stipulate in the confirmation order.
- Goods made to measure especially for the customer (personalised), such as case foam inserts, bags, etc.
- Goods that have been registered with the manufacturer by the customer, in order to benefit from an extended warranty or any other type of service.
- Software or goods containing software (or demo), if the seal has been broken or the download/ activation code has been used after delivery.
- Goods which cannot be returned for hygienic reasons if the seal is broken.
- Goods which, by their nature, can no longer be returned.

Return shipping costs are at the Customer' expense.

The exchange (subject to availability) or refund will be made within 14 days of receipt by 50.8 Shop of the products returned by the Customer under the conditions set out above. The Customer will be refunded at choice or receives a credit note. Shipping costs will not be refunded.

## **9. WARRANTY**

50.8 Shop's warranty is limited to the legal warranty as well as the manufacturer's guarantee, whose scope and duration varies according to the product and brand. 50.8 Shop may only be held liable for damage in the event of gross negligence. 50.8 Shop is not liable for any indirect damages whatsoever which may have been occurred to the Customer.

50.8 Shop shall under no circumstances accept liability for any failure on the part of its supplier to meet its warranty obligations.

Guarantees do not cover the replacement of consumables (batteries, bulbs, etc.), abnormal or inappropriate use of products, defects and their consequences associated with the use of the product other than for its intended purpose, or defects and their consequences associated with any external cause.

Products may only be returned with prior authorisation from 50.8 Shop.

## **10. COMMITMENT ON EXPORT CONTROL AND TRADE COMPLIANCE**

The customer can't directly or indirectly, export, re-export, transfer, or transit any products

- to Cuba, Iran, North Korea, Syria, and Crimea, the DNR and the LNR regions
- to any individuals, entities on the SDN list, including, for entities, any entity owned 50% or more in the aggregate by one or more SDN entities, pursuant to the latest Export Control Requirements. For SDN governmental agencies, SDN list restrictions extend to any governmental agencies under their indirect oversight including local and municipal agencies.
- to use products for the purposes of, with, or related to, military, rocket or missile systems, long-range (equal to or more than 300 KM) unmanned aerial vehicles, nuclear, biological and chemical weapons, or terrorism activities.

## **11. FORCE MAJEURE**

50.8 Shop will not be liable for failure to perform its obligations if the failure is due to an event of force majeure, including but not limited to shortage of personnel, energy, fuel, machinery and materials, technical failure or lack of revenue, war, riot, labor dispute, natural disaster, fire, flood, earthquake, explosion, pandemic or act of terrorism . In the event of a shortage of goods, 50.8 Shop has the right to refuse the production and delivery of goods at its discretion.

## **12. GDPR**

50.8 Shop processes personal data (e.g. full name, email address, address, telephone number) in accordance with applicable data protection laws and only for accounting purposes and other business-related activities, such as order processing. If personal data is shared with third parties or transferred outside of the EEA, this is only done with appropriate security measures in place. 50.8 Shop will not retain personal data longer than necessary for the purposes for which it was collected or as long as required by law. Complaints must be submitted to the competent supervisory authority. If you have any further questions, to report a data protection breach or to change personal data, please contact 50.8 Shop: [info@fiftypointeight.shop](mailto:info@fiftypointeight.shop).

## **13. COMPLETE TERMS OF SALES**

These terms of sales constitute the entire contract between 50.8 Shop and the Customer and supersede all previous contracts, agreements or arrangements (whether written or oral) which are the subject of these presents. Any addition or modification to these terms of sales must be in writing and signed by an authorized representative of 50.8 Shop.

## **14. VALIDITY**

If any provision of these terms and sales or any part thereof is or becomes invalid, the other provisions and other parts of the provision in question remain in full force and effect. If a translation of these terms of sales is made available to the Customer, it is for information purposes only. In the event of any discrepancy between this translation and the terms of sales, the English version of the terms of sales shall prevail.

## **15. APPLICABLE LAW**

These terms of sales are governed by Belgian law. In the event of a dispute concerning the interpretation, execution and meaning of this contract, only the courts of the judicial district of Flemish Brabant are competent.