

8BPLUS.COM TERMS AND CONDITIONS OF SALE

These are the legal terms and conditions under which We supply the products (“Products”) listed on our website www.8bplus.com (“our site”) to you. Please read these terms and conditions carefully before ordering any Products from our site. Using our site indicates that you accept these terms and conditions together with our Privacy Notice here and Terms of Use here, regardless of whether or not you choose to register with us. If you do not accept these terms and conditions, our Privacy Notice here or our Terms of Use here, do not use our site.

§ 1 - INFORMATION ABOUT US

www.8bplus.com is operated by 8BPLUS Limited (“We”). We are a company registered in Hong Kong. Our email address is info@8bplus.com.

§ 2 - SERVICE AVAILABILITY

Some restrictions are placed on the extent to which We accept orders from specific countries. These restrictions can be found in the shipping country selector during the checkout.

§ 3 - YOUR STATUS

1. You may only purchase Products from us if:
 - a) you are legally capable of entering into a binding contract with us;
 - b) you are an authorised user of the credit or debit card used to pay for your order; and,
 - c) are resident in a country that We deliver to.

§ 4 - HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

1. Once you have placed your order, you should receive an e-mail from us acknowledging that We have received your order. If you have not received an email please check in your SPAM Folder and in further consequence contact us. Please note this does not mean that your order has been accepted. All orders are subject to availability and acceptance by us (which We may refuse for any reason).
2. After you submit your order, We immediately contact your bank or card issuer for authorisation to take payment from your account. We will not process your order until payment has been received in full. If We accept your order We will confirm this to you by sending you a further e-mail confirming the Product is being processed ready for dispatch at which point the contract between us (“Contract”) will be formed.
3. As soon as you place your order, We start to process your order which means you will not be able to change it before delivery, but you may be able to return your Products under clause 8 of these terms and conditions or under our Returns Policy.
4. From time to time We may make minor changes to a Product to reflect changes in relevant laws and regulatory requirements.
5. These terms and conditions, and any Contract between us, are only in the English language. Please note that We may not necessarily keep a copy of your Contract. You should keep a copy of these terms and conditions and your order for future reference.

§ 5 - DELIVERY

1. Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then as soon as reasonably possible (depending on the delivery service you have selected). In any event, delivery will take place no more than 30 days after the day your Contract is entered into.
2. If no one is available at your address to take delivery and the Products cannot be posted through your letterbox or left in a safe place, after three failed attempts, We may end the Contract and clause 13 will apply.
3. Delivery of your order will be complete when We deliver the Products to the address you gave us and the Products will be your responsibility from that time.
4. You will own the Products once We have received payment in full.
5. The images of the Products on our site and in our other advertising materials are for illustrative purposes only. Your Products may vary slightly from those images. Although We have made every effort to display and print the colours of the Products accurately, We cannot guarantee that your computer’s display of the pictures, or the pictures in our other advertising materials, accurately reflect the colours of the Products that will be delivered to you.

§ 6 - INTERNATIONAL DELIVERY

1. If you order Products from us:
 - a) your order may be subject to import duties and taxes which are applied when it reaches the delivery destination. Please note that We have no control over these charges and We cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order. We will not be liable or responsible if you do not pay any such import duties or taxes;
 - b) you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law; and
 - c) if you return any Products to us, please ensure that the return parcel is marked clearly with the wording “Return to supplier” or wording having similar effect.

§ 7 - PRICE AND PAYMENT

1. The price payable for the Products shall be as shown on our site in Euros / USD, although please see clauses 7.5 and 7.6 for what happens if We discover an error in the price of any Product you order. Prices advertised on our exclude delivery charges which are payable in addition and shown separately during the checkout process.
2. We can change the prices on our site at any time without notice, but changes will not affect orders which We have already accepted.
3. We accept payment by credit card only through a third party security provider only.
4. You must pay for the Products (including all applicable delivery charges), and We will charge the card you have chosen to use to pay for your order once you reach the final billing page and submit your order. We immediately contact your bank or card issuer for authorisation to take payment from your account.
5. If We accept and process your order where there is a pricing error that is obvious and unmistakable and which could reasonably have been recognised by you as a mispricing, We may end the Contract, refund to you any sums you have paid under the Contract and require the return of any Products provided to you.
6. If you wish to apply a voucher code to your order, you must enter the relevant code during the online checkout process. Only one voucher code can be used per order and additional terms and conditions may apply in respect of each voucher code. We reserve the right to decline to accept any voucher code that is invalid for your order or that has expired.

§ 8 - YOUR RIGHT TO CANCEL THE CONTRACT (EEA CUSTOMERS ONLY)

1. If you are a consumer in the European Economic Area (“EEA”), you have a legal right to cancel a Contract if you change your mind until 14 days after you receive (or someone you nominate receives) the Products, unless the Products are split into several deliveries over different days in which case you will have until 14 days after the day you receive (or someone you nominate receives) the last delivery.
2. If you wish to cancel a Contract under clause 8.1, you just need to communicate this to us within the timescale set out in clause 8.1. The easiest way to do this is to contact us by email at info@8bplus.
3. The right to cancel a Contract under clause 8.1 does not apply to products that have been used in any way or show any signs of use.
4. If you cancel a Contract under clause 8.1 after the Products have been dispatched to you, you must return them to us. You must send off the Products within 14 days of telling us that you wish to cancel the Contract. You will be responsible for the cost of returning Products to us.

§ 9 - YOUR RIGHT FOR A REFUND (EEA CUSTOMERS ONLY)

1. If you are a consumer in the EEA and you cancel your Contract under clause 8.1, We will:
 - a) refund you the price you paid for the Products. However, please note that We may reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If We refund you the price paid before We are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
 - b) refund any charges you have paid for delivery of the Products to you, although the maximum refund for delivery costs will be the least expensive delivery method We offer to your delivery destination; and
 - c) make any refunds due to you by the method you used for payment:
 1. 14 days after the day on which We receive the Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Products back to us; or
 2. 14 days after you inform us of your decision to cancel the Contract

§ 10 - RETURNS

1. As an alternative to using your rights under clause 8.1, you may wish to return an item for another reason. In this case please contact us at info@8bplus.com and we will try our best to excel in customer service to you. Should you wish to return a product based on quality problems or defects please refer to clause 11.

§ 11 - FAULTY PRODUCTS

1. Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to 8BPLUS’s published specifications or other specifications accepted in writing by 8BPLUS. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been used or altered. 8BPLUS shall make the final determination as to whether its products are defective.
2. If you consider that any Product We have supplied is faulty or mis-described, please notify us using the contact details set out in clause 8.2. You must return such Products to us in accordance with our reasonable instructions, and if the Products are faulty or mis-described We will refund the price of the Products and the cost of delivery to you.

§ 12 - OUR RIGHTS TO CANCEL THE CONTRACT

1. We may end the Contract at any time by writing to you if:
 - a) you do not make any payment to us when it is due;
 - b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products; or
 - c) you do not, within a reasonable time, allow us to deliver the Products to you.

2. We may also end the Contract in the circumstances set out in clause 7.5 or clause 7.6.
3. If We end the Contract in any of the situations set out in clause 13.1, We will refund any money you have paid in advance for the Products We have not provided but We may deduct or charge you reasonable compensation for the costs We will incur as a result of your breaking the Contract.

§ 13 - OUR LIABILITY

1. If We fail to comply with these terms and conditions, We are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and you knew it might happen.
2. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or resale purpose, We will have no liability to you for any loss of profit, loss of business, loss of anticipated savings, business interruption or loss of business opportunity.
3. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter for which We may not exclude or limit our liability under any applicable law.

§ 14 - EVENTS OUTSIDE OUR CONTROL

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control means any act, event, omission or accident beyond our reasonable control.
2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, We will contact you as soon as reasonably possible to notify you and our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
3. You may cancel a Contract affected by an Event Outside Our Control if there is a risk of substantial delay. To cancel a Contract under this clause 14 please contact us using the details set out in clause 8.2.

§ 15 - INTELLECTUAL PROPERTY RIGHTS

1. All and any Intellectual Property Rights in the Products shall be owned by us or our licensors. All such rights are reserved.

§ 16 - OTHER IMPORTANT TERMS

1. Nothing in these terms and conditions shall affect your rights as a consumer under the applicable law in the jurisdiction in which you are resident.
2. If We have to contact you, We will do so by in writing or telephone, using the contact details you provided to us in your order. When We refer in these terms and conditions to “in writing”, this includes e-mail.
3. We may change these terms and conditions from time to time. The terms and conditions that apply to your Contract will be those that are displayed on our site when you place your order.
4. We may transfer our rights and obligations under the Contract to another organisation. We will tell you in writing if this happens and We will ensure that the transfer will not affect your rights under the Contract.
5. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
6. The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
7. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
8. If We fail to insist that you perform any of your obligations under these terms and conditions, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

17. AFTER-SALES SERVICE

2. Questions, comments or requests regarding these terms and conditions or our Products should be addressed to info@8bplus.com.

PROMOTION TERMS AND CONDITIONS

Official 8BPLUS promotion codes entitle you to an offer on your online order from www.8bplus.com. Please note, promotion codes can only be used once per transaction and cannot be used in conjunction with any other promotion or offer. Automated promotions cannot be used in conjunction with any other promotion codes or offers. Promotion codes are territory specific, remain our property, are not transferable and are not valid for the purchase of gift cards or gift vouchers. If unclaimed within given time frame promotion code expires. Promotion code cannot be exchanged in cash or otherwise. In case of dispute, 8BPLUS reserves the right for final decision