

Terms and Conditions

These Terms and Conditions and the [Privacy Statement](#) will apply to all uses you make of our website www.komplett.ie and to every order you place with us and which is accepted by us. No other Terms and Conditions shall apply unless KBV BV has agreed to them in writing.

If you find yourself unable to agree to these Terms and Conditions, then you must not use this Site and we ask that you close your webbrowser and not use our Site or place any orders. If proceeding using our Site or placing order you agree to them unconditionally, and you will be able to place an order with us to which these terms and conditions and the [Privacy Statement](#) will apply.

1. Customer's acceptance of Products purchased pursuant to these Terms and Conditions shall be deemed acceptance of each of them.

2. In these Terms and Conditions

Accessory ; means any item on the list of compatible accessories, listed below the specifications for a Product on our Site.

Agreement; means the agreement which is formed when we accept an Order from you as provided in clause 5 below.

Account; means the account you open with us, when you log into the Website www.komplett.ie for the purposes of submitting an Order for a Product or Products.

Business customer; means a Customer who is not a consumer

Consumer; is a natural person who is acting for purposes which are outside that person's trade, business or profession or is a consumer so defined by law for the purposes of these terms and conditions

IPR; means patents, utility models, registered designs, registered trade marks and any applications for such registered rights, copyright, database rights, unregistered design rights, rights in semiconductor topographies, unregistered trade marks, trade or business names, domain names and all other rights of a similar nature or having equivalent or similar effect to any of the foregoing as in each case may exist anywhere in the world;

Order; means an offer by Customer to purchase Products from Us. An Order for Products can be supplied as a **Retail Order**, a **Boxed Order**, a **Bulk Order** or an **OEM Order**. Please click on [Service & Help](#) and then click on **Stock** and then go to **Definitions** so that you can what is the difference between each type of Order.

Accepted Order; means an Order that has been accepted by us, by our emailing an invoice to you and where you are a Consumer, when we also take the purchase price and all applicable charges from your credit card.

Order Confirmation; means an acknowledgment sent by us to you, that we have received your request to purchase the Products described in your Order. It does not constitute an Order Acceptance.

Product; means a product and where applicable an Accessory which we agree to sell to you through the Site. A Product can be supplied as a **Retail Product**, a **Boxed Product**, a **Bulk Product** or an **OEM Product**. Please click on [Help & Service](#) and then click on **Stock** and then go to **Definitions** so that you can review what is the difference between each type of Product.

Producer Recycling Fund (PRF) charge; this is the visible environmental management charge. This is the cost of recycling the Product to which it relates and it and any vat related cost are included in the price for the Product

Site; means www.komplett.ie

We or us means **KBV BV**, having its principal place of business at Unit 287, Block G, Blanchardstown Corporate Park, Phase 2, Ballycoolin, Dublin 15. Our Republic of Ireland Vat registration number is IE 9991174T and our email address is service@komplett.ie

You or Customer; means the customer who buys or agrees to buy Products and/ or Services from us for private use.

3. Terms and conditions of Sale.

The display of Products on the Site does not constitute an offer to sell Products as described. By clicking to place an Order, you are making an offer to buy which incorporates these terms and conditions. If we elect to accept your Order, you will receive an Order Confirmation (which simply acknowledges receipt of your Order), and if we accept the Order, we will invoice you and we will also take the purchase price and all related charges from the card or account you use to pay us. We reserve the right to decline any order without giving a reason.

4. Opening an Account

- 4.1 To open an, Account, please go to [Account](#) on the top right page of the Site and provide the details requested. It is important that the details you provide us with are correct and complete and that keep these data up to data yourself or that you tell us promptly of any changes to these details.
- 4.2 Part of the information you are required to provide to open an [Account](#) is a password. You are responsible for ensuring that any password you use to access your Account is kept confidential, only used by you and is not used by or disclosed to others.
- 4.3 You are also responsible for (i) all transactions or activities carried out using your Account and Password and (ii) ensuring that when you access the Account that the system, you use to access the Account is secure, is not left unattended unless you have fully exited the Account and that your password is not retrievable from the system by others.
- 4.4 You are responsible for notifying us if you know or suspect that your Account or password might be known to a third party. If you fail to do so, you will be liable and fully responsible until you notify us.
- 4.5 To ascertain how we process your personal data, please click on our [Privacy Statement](#) at the foot of the front page of the Site.

5. Orders and Availability

- 5.1 Orders are only binding on us when we send you an invoice after Order Confirmation and when we collect the purchase price and all related charges from your credit card or account. In the case of Business customers, credit may be available if it is specifically agreed to in writing by us. You should check the invoice immediately and notify us of any mistake by email to service@komplett.ie straight away, otherwise the details stated in the invoice will apply to the Agreement.
- 5.2 Before you decide what you want to buy, you should click on **Box, Retail, Bulk** and **OEM** which you will find under **Conditions** on **Stock** page under the [Service & Help](#) page. Additionally, to find details of **Products**, click on **How do I find what I want** under the [Service & Help](#) page.
- 5.3 The Ordering page under [Service & Help](#) provides information on ordering. You can follow the progress of an Accepted Order in your Account page.
- 5.4 If you order Products and we accept your Order, we reserve the right to notify you at any time before delivery, of the unavailability of the particular Products ordered. You can then cancel the Agreement and we will refund you all money paid in full. Alternatively you can accept any equivalent alternative Product we offer you.
- 5.5 Despite our efforts, a small number of Products on the Site can be mispriced. However we verify prices as part of our disptach procedures and at that stage we either contact you for instructions before dispatch or cancel your Accepted Order and notify you of such cancellation.
- 5.6 A copy of each Agreement between you and us is retained by us and is available on request. In any event we provide a facility to enable you to download these terms and conditions as a Word or PDF-file.

6. Prices and Vat

- 6.1** Price quotations given by us are valid only if in writing and are valid for 7days after the quotation date, unless otherwise stated in the quotation.
- 6.2** The Prices set out on our Site are in Euro, sets out the full retail price inclusive of the PRF charge and Vat, also detail separately the PRF charge, and the retail price inclusive of Vat. However the prices excludes freight or shipping charges.

Currently we do not charge any handling fee for accepting payment by credit card. However if this changes, we will set it and the applicable fee on the Site.

- 6.3** If you want to view the prices excluding VAT, you can select this option on the bottom left of the **Prices** page under [Service & Help](#).
- 6.4** Prices for Products and specifications for Products are subject to change without notice whether due to currency fluctuations, change in prices to us by our suppliers or for other reasons. Accordingly you agree that the price for Products may change at any time up to Order Acceptance. For changes in price after Order Acceptance, please see clause 6.4.
- 6.4** **Prices quoted and Price changes**

You agree that the price for any Products the subject of an Order Confirmation, which have a scheduled delivery date more than 30 days after the date of the Order Confirmation are subject to price changes made and notified by us to you. You shall have the option within seven (7) days of the notification of a price increase to terminate the Confirmed Order concerned. However such notice of termination must be received by us within seven (7) days of the notification by us of the price increase to you and where notice of termination is not so served on us within the seven (7) day period, will have no effect.

7. Payment

- 7.1** The person who submits an Order to Komplett, which is accepted by Komplett is responsible for payment for the Products.
- 7.2** Where you are a Consumer, you agree to pay the price, the Vat, the PRF charge, the freight charges and any other charges in relation to a Confirmed Order in advance and you authorise us to debit your credit card to that end. For more details click on **Credit Card** under the [Service & Help](#) page. You cannot currently pay by Debit Card.
- 7.3** Where you are a Business customer you can apply for credit. Please click on **Invoice/Credit** on the [Service & Help](#) page. We will grant or refuse credit at our discretion. In the case of a Business customer, in the absence of specific payment terms agreed in writing by Komplett, you agree to pay us without any deduction whatsoever the total amount shown on each invoice covering the Products purchased pursuant to these terms and conditions within 30 days of the date of delivery of the Products or of the date of our relevant invoice whichever is the later date. You undertake to make payment to the bank account designated by us from time to time.

8. Delivery, Risk and Title

- 8.1** The Products will be delivered to the delivery address specified in the Order Confirmation. You agree that we shall have the right to deliver Products in instalments.
- 8.2** Delivery dates advised by us in an Order Confirmation, are approximate and we will not be liable for any loss or damage due to our failure to meet scheduled delivery dates or for failure to give notice of delay. Time for delivery shall not be of the essence unless previously agreed by us in writing. Products may be shipped by us to the agreed delivery point in advance of the scheduled delivery date.
- 8.3** Risk in Products passes to you on delivery of the Products to the agreed delivery address.

- 8.4 Title to Products the subject of an Confirmed Order (with the exception of title to software and software documentation) will only pass to you when full payment is made to us for all the charges specified in the Order Confirmation.
- 8.5 If you receive the wrong Products or certain items are absent from the Order Confirmation, then please send us an email at service@komplett.ie containing the following information; customer number, order number, Product number of the missing or faulty item(s).

8. Cancelling an Order

- 9.1 Details of your cancellation right are can be accessed by clicking on **Cancelling/Changing your order** which is accessible under **Ordering** under the **Service & Help** page. Aside from the right available to Consumers only and specified in clause 10, an Order can only be cancelled if it has not yet moved into the Picking or Shipped stage at our warehouse - the actual picking status of the Order may not be immediately apparent in your online Account page. If you cancel your Order and have paid by credit card, the amount reserved will normally be released within 24 hours. Unfortunately you cannot delete individual items from your Order through your Account, but please contact service@komplett.ie and we will of course see what can be done from our end. If a single item is removed from your Order and you paid by credit card, the full amount will remain reserved but only the correct amount will be deducted from your credit card upon the shipping of the items.

10. Cancellation right (Cooling Off Right) at law

- 10.1 Subject to clauses 10.2 and 11.3, Consumers only, may cancel a Confirmed Order without giving any reason until, the later of the following:
- 10.1.1 the end of the 7th working day (means any weekday which is not a public or bank holiday) after the receipt by you of the Order Acceptance; or
- 10.1.2 the end of the 7th working day when all such information as required by law has been supplied by us.
- 10.2 The Consumer's right to cancel an Order does not apply (i) in the case of services, if performance has begun, with your agreement, before the end of the cancellation period or (ii) where the Products are made to your specifications (e.g. Product Built to Order) or clearly personalised or which by reason of their nature, cannot be returned or are liable to deteriorate or expire rapidly or (iii) for the supply of products and services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us;(iv) for the supply of audio or video recordings or software which were unsealed by you or (v) if the Products are opened or used.

The item must be returned in "perfect resellable condition" (including that there are no visible damage or marks on the item). The Product is returnable at the Consumer's cost. Please click on the **Cooling Off** link under **Help & Service** to ascertain the procedures for the return of a Product using the Cooling Off procedure. You must follow these procedures.

You will not incur any charges or penalties for so doing except the direct cost of returning the Products. No refund will be made until the Products are returned to us and in any event no refund will be forthcoming if the Products are not received by us within 30 days of you notifying us of your intention to return them.

If you do not collect your Order from the delivery point or do not give us notification that you wish to cancel within the stipulated time period, we will have no way of knowing why your Order has not been collected. In such cases you will not only be charged for your Order, but also for any additional costs we incur in connection with the transaction.

1. Warranty and warranty exclusions

- 11.1 For Consumers, we warrant that:
- 11.1.1 at the time of the sale of Products the subject of an Order, we will have title to sell the Products to you; and

- 11.1.2 subject to clauses 12.3 and 12.4, a Product sold to you conform with the specifications published by its manufacturer.
- 11.3 Products sold through this Site are suitable for general use in a domestic, non commercial, non research environment in a manner which is consistent with the electrical characteristics described in the [specification][data sheet]. Fitness for use or purpose in any other manner or environment must be explicitly and clearly be agreed in writing with us prior to purchase. Business users must satisfy themselves prior to submitting an Order as to the suitability of the [specification][data sheet] for their needs.
- [11.4 The warranty at 11.1.2, shall not apply to any Product (i) which has been repaired, tampered with, altered or modified, except by us or by persons authorized by us; (ii) in which the defects or damage to the Product result from normal wear and tear, misuse, negligence, improper storage, water or other liquids, battery leakage, use of parts or accessories not approved or supplied by us; (iii) which has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification; nor shall the above warranty provisions apply to any expendable or consumable items, such as batteries, or Accessories supplied with the Product.
- 11.5 Business customers are not automatically entitled to warranty and any warranty must be agreed by us in writing as part of a Confirmed Order.

12. Remedy and Return Material Authorisation (“RMA”)

- 12.1 Subject to clause 11 and 12.2, if we are in breach of the warranty given by us under clause 11.1.2 in respect of a Product, our sole obligation and liability shall be at our option to:
- 12.1.2 procure replacement or repair of the Product concerned; or
- 12.1.3 reimburse the price paid.
- 12.2 If you are thinking of making a warranty claim, you must do so promptly (in any event within the warranty period) after you discover the fault and you must follow our **Returning a Product** procedure accessible under the [Service & Help](#) button on the Site.
- 12.3 Business customers are not automatically entitled to warranty and any warranty must be agreed by us in writing as part of a Confirmed Order.
- 12.4 We shall have no liability or obligation for defects in Products or failure to to remedy defects except as expressly provided under an Agreement.
- 12.5 Where Products the subject of an Confirmed Order are delivery damaged or items are missing, please click on **Returning a Product** under [Service & Help](#) and then click on the link **Delivery Damaged or missing items**.

13. Refunds

Where a refund is payable, we can only refund back to the originally used source used when you placed your order. Refund to any other credit card or bank account is not possible through us. Please see **Refunds** under the [Help & Service](#) page.

14. Force Majeure

We shall in no event be liable for any delay or default in our performance of any obligation under these terms and conditions or under an Agreement, caused directly or indirectly by an act or omission of you, or resulting from, war, fire, flood, act of God, acts of Government or regulatory body or authority, including currency restrictions, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor problem, embargo, riots or civil disturbance, shortage in transportation, ordinary shortage of stock, reduction in mainforce supplies, or stock shortages as a result of delays in deliveries by sub suppliers or manufacturers inability to secure, delay in securing or shortage of labor, materials, supplies, transportation or energy, failures or delays of subcontractors or suppliers, earthquake, terrorist action, breakdown, or destruction of plant or equipment arising from any cause whatsoever, or any other cause or causes beyond our reasonable control.

At our option and following notice by us to you, any of the foregoing causes shall be deemed to suspend such obligations of us as long as any such cause shall prevent or delay performance. If an event of force majeure called by us shall last for more than 60 days, the Confirmed Order concerned can be terminated by either party without compensation.

15. Exclusions from and Limitations of Liability

- 15.1** We do not limit or exclude our liability for death or bodily injury claims arising from our negligence under an Agreement. Our maximum aggregate liability for physical damage to your tangible property arising from all events of our negligence whether or not connected and arising pursuant to these terms and conditions and any Accepted Orders shall not exceed the sum of fifty thousand Euro. Damage to software or data shall not constitute physical damage to tangible property;
- 15.2** Subject to clauses 15.1, and 15.3, our liability for any direct loss or damage arising under any Agreement and whether arising in contract, tort or statute shall not exceed one hundred (100%) per cent of the amounts paid for the Products the subject of the Agreement, before the application of any taxes.
- 15.3** You agree that under no circumstances are we liable for, (i) third-party claims against you, including for losses or damages save those which arise pursuant to clause 15.1 above; (ii) loss of, or damage to your records, or data or software; (iii) loss of profits, revenue, goodwill or anticipated savings, or for any punitive, indirect, consequential or special loss or damage even if we are informed of the possibility of such loss or damage occurring.
- 15.4** Any condition, warranty or other term which might but for this clause have effect between us and you or which would otherwise be implied into or incorporated into this Agreement or any order (including without limitation, any implied terms of merchantable quality, conformance, or fitness for purpose), whether by statute, common law or otherwise are hereby excluded and to the extent required by law are hereby waived.
- 15.5** We do not accept responsibility for differences between the specification for a Product and the image of the Product as viewed on our Site.

16. Export Control and Age

The Products and all related technical information that we may supply to you are subject to Irish, EU export control laws and laws of the country where they are delivered or used. You undertake not to sell, lease or transfer Products purchased from us in breach of any such laws and regulations.

Where you are a Consumer, you warrant that you are over 18 years of age.

17. General

- 17.1** These terms and conditions and any document incorporated by reference in an Accepted Order constitute the entire agreement between us and you and no attempted variation, modification or waiver of any provision of these terms and conditions shall have any force or effect unless consented to in writing signed by and on behalf of us.
- 17.2.** Any expiration or termination of an Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of an Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination or expiration.
- 17.3** If any provision of these terms and conditions or a provision of an Agreement are held to be invalid or unenforceable, this shall not invalidate any of the remaining provisions.
- 17.4** The headings of these terms and conditions are for convenience of reference and shall affect the interpretation or construction of these terms and conditions or any Agreement.

18. Electronic Communications

When you access our Site or send emails to us, you are communicating with us electronically. You agree that for all purposes of each Agreement formed pursuant to these terms and conditions that we can communicate with you

electronically by email or by posting notices on the Site. You also agree to our communicating and or serving notices on you to the most recent address you provided to us. You agree that all Agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This provision does not affect your statutory rights where you are a Consumer.

19. Complaints

If you have a complaint with regards to a Product you have purchased, please check our technical help section which is accessible by clicking on **Disputes** on the [Help & Service](#) page. If you need to return a Product and have a right to do so under an Agreement, you can process this by clicking on the **Disputes** link under [Service & Help](#). If you have a complaint with regard to the service provided or ordering process, go again to the **Disputes** page. We take all complaints seriously and try to solve each one as helpfully and efficiently as possible. Alternatively you can write to us at our address specified above.

20. Assignment

20.1 You agree that we may assign, or transfer our obligations or rights under an Agreement to a competent third party in whole or in part and provided that the assignment, or transfer occurs without negatively affecting our obligations to you under an Agreement. You also agree that we can subcontract the performance of any of our obligations under an Accepted Order to a subcontractor appointed by us.

20.2 You agree that you cannot assign any obligation or transfer any right under an Agreement or under these terms and conditions without our prior written consent.

21. Governing law and jurisdiction

Each Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland. You hereby submit to the non exclusive jurisdiction of the courts of the Republic of Ireland and waive any objection to proceedings in such court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

22. Alteration of the Terms and Conditions and to the Site and the Privacy Statement

You agree that we may at any time change these terms and conditions, or the contents on the Site or the Privacy Statement. When you place an Order or use the Site as the case may be, you will be subject to the Privacy Statement, the terms and conditions and the Site contents in force / set out, at the time you place an Order or use the Site.

23. The Site, Contents of the Site and Links

23.1 Whilst we do our best to ensure the availability of the Site, however due to the nature of the internet and the fact that we will be dependent on others, availability cannot be guaranteed. Access to the Site may be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new or improved functionality or content. We attempt to limit the frequency and duration of such interruptions.

23.2 The worldwide IPR in the Site including in any text, compilations, graphics, buttons, icons, images, audio clips, data compilations, or any trade mark on the Site, are owned by us, or the applicable Komplet company or our suppliers as the case may be. We grant you a limited right to access and use the Site solely for reviewing and searching for Products and for buying Products (including Accessories). However such licence does not authorise you to copy or download or modify any portions of the Site. Neither does this licence grant you a right to use any trademarks of us, our group companies or our suppliers.

23.3 You agree not to use metatags or any other hidden text using our name without our written consent. You also undertake not to link or attempt to link the Site with other sites or services or use meta tags or other devices containing any reference to us in order to direct a person to any other site of service.

23.4 You also agree not to use the Site in any way that causes, or is likely to cause, the Site or access to it to be interrupted, damaged or impaired in any way and in any event only use it for lawful purposes.

23.5 This Site may provide links or references to other websites and resources. We makes no representations, warranties, or other commitments whatsoever about any non-Komplet Web sites or third-party resources that may be referenced, accessible from, or linked to any Komplet site. A link to a non-Komplet Web site

does not mean that Komplett endorses the content or use of such Web site or its owner. In addition, Komplett is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from a Komplett site. Accordingly, you acknowledge and agree that Komplett is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, services, products, or other materials on or available from those sites or resources.