



Terms of sale

Last update on: May 3th 2018

This document relates to terms of sale for inMotion VR B.V. and related partners (additional services, physical products).

Price

The current prices are shown excluding VAT unless stated otherwise. inMotion VR B.V. reserves the right to adjust prices due to changes in eg. taxes, duties, currency fluctuations or changes in supplier prices. Administrative costs associated with shipment and packaging will be added to any list prices.

Shipping and delivery

Physical goods are packed as cargo or parcel shipment and delivered directly to the specified address without exception. Goods are transported to the door (ground floor) at the specified address and packages (under 30kg) carried over the threshold of the receiver. Shipping is paid by the buyer or by appointment. inMotion VR B.V. uses a schedule of freight rates based on weight. This means that no matter how many items you order, it is the total order weight that determines the shipping cost. Delivery of our stock items normally takes 3-5 days, and ordered goods can take between 4-12 weeks.

Payment

- Payment for software (license, digital delivery) is done via invoice / bank payment / Paypal / credit card payment.
- Payment for other related services and products as follows:
 - Subscription – either recurring invoice/bank payment / recurring Paypal payment / or prepayment via bank or cards (Visa, Mastercard)
 - Support, consultations – either invoice/bank payment yearly in advance or paid monthly in advance via credit card (Visa, Mastercard)
 - Education – either invoice/bank payment or credit card (Visa, Mastercard) prior to the start date of the service
 - Physical goods – either invoice/bank payment or cards (Visa, Mastercard) at the time of order being made

Invoice – Payment must be made within 30 days from date of invoice or by special arrangement in writing. If payment is not on time, inMotion VR B.V. is entitled to interest from the due date at 1.25% / month and a reminder fee of 30 EUR plus tax. We offer payment by credit card (Visa, Mastercard)/bank payment/paypal.

Return and Exchange Policy

- Subscription fee is non-refundable
- Purchased software licenses are non-refundable
- Support and consultations are non-refundable
- Education that has been delivered is non-refundable. No show or cancelled later than 48 hours prior to event is non-refundable
- Stock products returned in original packaging within 14 days from delivery date may be exchanged or refunded. Ordered goods are non-refundable.

To return or exchange of goods, contact inMotion VR B.V. by telephone or in writing to inMotion VR B.V., P.O.Box 3033, 5203DA, 's-Hertogenbosch, Netherlands or support@inmotionvr.com. Goods may only be returned by prior arrangement. A delivery note or invoice shall be attached to the shipment. If the sale is to a private person (not a company) inMotion VR B.V. will receive goods with a return shipping fee. Repayment will be made within 30 days of the inMotion VR B.V. receiving the product in its original packaging. For bespoke items or products not included in inMotion VR B.V.'s standard range, we offer no return or exchange.

Replacement Hardware

If you have a Corpus VR Pro or Corpus VR Enterprise contract with hardware for 1 year or longer, you will receive a hardware upgrade every two years only when the full amount has been paid for. The hardware only includes a tablet device and a mobile VR headset and not any additional sensors or devices you might have or use in combination with Corpus VR. inMotion VR will decide the brand and make of the hardware that is most optimal at that time.

Complaints

Complaints must be made in writing with a description of the error to inMotion VR B.V., P.O.Box 3033, 5203DA, 's-Hertogenbosch, Netherlands or support@inmotionvr.com within 14 days from delivery date. Goods can only be returned by prior arrangement. If an item is incorrect, we will correct the error and shall not be held accountable for any direct or indirect costs associated with this.

Transport Damage

Upon arrival, the buyer shall examine that a product has not been damaged in transit. Defects or damage to the goods that may have occurred during transport must be reported to inMotion VR B.V. by telephone or alternatively email support@inmotionvr.com within 3 working days from the receipt of such goods.

Installation

Assembly and disassembly of the equipment and the handling of packaging is the responsibility of the buyer unless otherwise agreed.



Warranty

Warranty is covered by the original manufacturer. Warranty work and repairs must be approved by inMotion VR B.V. and performed by inMotion VR B.V. service partner, or by appointment. The guarantee applies only if the product is used in accordance with manufacturer's instructions. The warranty period starts from the invoice date and the invoice must be presented for warranty claim. inMotion VR B.V. is not responsible for loss of production, loss of profit or any other indirect damages. Consumable items are not covered by warranty.

Service

inMotion VR B.V. provides technical maintenance services and contracts. We provide 3 months warranty on labor and parts replacement.

Sales to Minors

We do not sell to minors (under 18 of age) without parental consent.

Cover of loss

inMotion VR B.V. will not be liable for any special, incidental, consequential, indirect or similar damages due to loss of data or any other reason, regardless of whether or not the use of a service or goods has been advised of the possibility of such damages.

Dispute

Any dispute concerning the interpretation or application of these terms of sale shall be handled within the exclusive jurisdiction of the courts of the Netherlands and according to Dutch law.