

TERMS OF USE

Terms of Sale

www.learn-to-inspire.com

On-Line shop

(1) Introduction

Please read these terms of sale carefully.

By placing an order, you agree to these terms of sale for products from our website.

(2) Interpretation

In these terms of sale, “we” means Van Dale Europe Ltd., who is the legal entity producing and selling the items on www.learn-to-inspire.com (and “us” and “our” will be construed accordingly); and “you” means our customer or potential customer for products (and “your” will be construed accordingly).

(3) Order process

The advertising of products on our website constitutes an “invitation to treat”; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps:

- You must add any products you wish to purchase to your shopping basket and when proceed to the checkout it automatically means you agreed to our Terms of Uses;
- You will be transferred to the PayPal website, and they will handle your payment;
- Once you have completed payment and payment has been accepted we will process your order dispatching the goods within 2 working days after the day of order confirmation

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

The only language in which we provide these terms of sale is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by reviewing the contents of the shopping cart. You may correct those input errors before placing your order by editing the shopping cart and updating your changes.

(4) The products

All the products offered by us are available online and they can be either digital or physical products.

(5) Price and payment

Prices for products are quoted on our website. The website contains a number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated when you pay for the product.

In addition to the price of the products, you mostly will have to pay a delivery charge, which will be as stated when you pay for the product.

Payment must be made upon the submission of your order. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes (where applicable).

Payment for all products must be made by following the instructions on the website.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

(6) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavors to deliver products within 10 working days of the date of our order confirmation. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 7 days after receipt of payment.

(7) Risk and ownership

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

(a) delivery of the products; and

(b) receipt by us of full payment of all sums due in respect of the products (including delivery charges).

(8) Returns, refunds and replacements

If you are not entirely satisfied with your purchase, we're here to help.

You have 3 calendar days to return an item from the date you received it - unpacked.

To be eligible for a return, your item must be unused and in the same condition that you received it. Your item must be in the original packaging. Your item needs to have the receipt or proof of purchase. Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item. If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within a certain amount of days, depending on your card issuer's policies. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

(10) Your warranties

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete; and
- (c) you will be able to accept delivery of the products.

(11) Your indemnity

You hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

(12) Force majeure

In this Section [12] and Section [13] below, "force majeure event" means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or
- (c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these terms of sale, we will notify you forthwith.

We will take reasonable steps to mitigate the effects of the any force majeure event.

(13) Limitations of liability

Nothing in these terms of sale will limit or exclude your or our liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

Subject to this:

(a) our liability in connection with any product purchased through our website is strictly limited to the purchase price of the relevant product and the replacement cost of the relevant product;

(b) we will not under any circumstances be liable for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or waste of management or office time, or loss of goodwill or reputational damage; and

(c) we will not be liable for any losses arising out of a force majeure event.

(14) Contract cancellation

We may cancel a contract to supply products made under these terms of sale immediately by written notice to you if:

(a) you fail to pay, on time and in full, any amount due to us under any contract, or commit any material breach of your obligations to us under any contract;

(b) you cease to trade;

(c) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;

(d) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;

(e) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or

(f) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

(15) Consequences of cancellation

Upon the cancellation of a contract in accordance with Section [14]:

(a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;

(b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and

(c) all the other provisions of these terms of sale will cease to have effect, except that Sections [7 to 13 and 15] will survive termination and have effect indefinitely.

(16) Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or license of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

(17) General terms

Images of products on our website are for illustrative purposes; actual products may differ from such images.

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy use of our website will be subject to our website terms of use.

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [13]: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These terms of sale will be governed by and construed in accordance with the Bulgarian Law, and the courts of Bulgaria will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

(18) About us

Our full name is Van Dale Europe Ltd.

Our registered office and trading address is:

14, Buntovnik Street, office 3

Lozenets

1407 Sofia

Bulgaria

Our company registration number is: BG131308374

Our email address is vandale.europe@gmail.com | hey@learn-to-inspire-.com

Our website is www.learn-to-inspire.com

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