

[Qui sommes nous \(https://hyperstech.com/intl/legal/contact-us.php\)](https://hyperstech.com/intl/legal/contact-us.php)

Conditions de vente

As of today, these general business terms (the „Terms of business“) will apply as they have been accepted by you (the „user“ or „you“) and Novads OU („Novads OU“, „us“, „ours“ oder „we“). These terms of business contain the general business conditions for the access and use of hyperstech.com and the connected technology systems (commonly referred to as „Website“). These terms of business also contain the conditions of use of the website as well as any user's subscription to Novads OU's business email through such as the purchase of Novads OU's proposed online services or products (commonly referred to as „Online-Services“).

Please thoroughly read these terms of business and our data protection guideline before using our website, and/or before subscribing to our online services. Through the conveyance of information to Novads OU, either through the use of our website, or via the subscription, purchase or use of an online service, you are bound to the conditions of the general terms of business and data protection guidelines, including changes or revisions of these terms of business and/or of the data privacy statement, which Novads OU can undertake under its own discretion and at any given time. In case you do not agree with the terms of business and the data privacy statement, you are not obligated to use our website or to subscribe to any of our online services, such as purchasing or using them, and you will only be able to remedy the situation by refraining from using our website and our online services.

Compliance with the terms of business

You obligate yourself to all state and local laws and regulations in relation to internet behaviour and the transfer of information. Novads OU retains the right to, but does not obligate itself, to oversee your use of our website and online services in order to verify your compliance with these terms of business, the data privacy statement and the applicable law. Novads OU reserves its right to entirely or partly refuse or even remove the publication of information or materials, which according to its discretion, would be unacceptable, offensive or in contravention of these terms of business, of the data privacy statement and/or the applicable law.

By making a purchase on this website you enter into an agreement with Novads OU, company registered in Estonia , having its registered office at:
Valukoja 22 11415 Tallinn Estonia .

This agreement will be governed by the laws of Estonia. Novads OU as the contracting party for its customers is responsible for dispute management, cancellations and refunds

related to payments for purchases made on this website

Use of our website and the online services

You are only authorised to use our website for lawful purposes in accordance with the provisions of these terms of business, the data privacy statement and the applicable laws. Your use of our website can be interrupted for different reasons at any time, including, yet without constraints on the malfunction of appliances, constant updates, maintenance or repair of our website, or any other activities that Novads OU can conduct under its own discretion and at any time. Novads OU reserves the right to suspend or discontinue at any time, at our discretion and without any prior notice, the availability of our website, any part or function of our website.

You are not allowed to try to allow a third party to try to prompt or to support you in using the contents of the website („contents“), to create derivative works or to use contents for commercial reasons. You are not allowed to try to allow a third party to try to prompt or to support you in circumventing our website by any means, to imitate, decode, destroy, change or to compromise our website. Furthermore, you are prohibited to reproduce, to change, to pass on, to sell or to otherwise convey the rights to the contents.

The following operations, as determined under Novads OU's own discretion, which negates your right to access or use our website, such as using our online services, you are prohibited to: (a) infringe the terms of use of our general business terms, of our data privacy statement or any applicable law; (b) to restrict, hamper or prevent any access to the use or enjoyment of our website or our online services ; or (c) to slander, abuse, harass or threat any other persons through the use of our website or any online services.

You confirm that you take sole responsibility for the provision and maintenance of all appliances, hardware, software and communication tools, as well as for the costs related to services linked to your access and use of the website and our online services.

Intellectual property rights

The name „Novads OU“, hyperstech.com and other brand names, URLs und website-Domains are the property of, and are operated by Novads OU. Novads OU graphic works, logos, page headers, button icons, scripts and designations of services are part of copyright, service brands, trademarks and/or trade dress of Novads OU (commonly referred to as „protected trademarks“). You are not allowed to use protected trademarks without the prior and expressed written authorisation of Novads OU, something which Novads OU can always deny under its own discretion. Novads OU does not possess any copyright claims on the name, trademark or service marks of third parties that appear on our website. Any names, trademarks and service marks are the property of the respective owners.

The contents, downloads and other data and information that appear, are contained or available for download on our website, as well as the company's marks and other intellectual property, property rights or other rights in accordance with material and immaterial property, which in accordance with our website and online services (commonly referred as „intellectual property“) will be used, developed, consist of, be embodied in or provided, including, yet without being constrained to all texts, graphics,

diagrams, pictures, photos, illustrations, lineart, symbols and format variations that are protected through copyright, in other words, Novads OU or its content suppliers are the respective licencees. Every software that is used for our website (the „Software“) is the property of Novads OU or it's software suppliers, and is protected by US and international copyright law. The display, reading, printing, downloading or any other types of intellectual property use does not grant you any property rights or copyright rights in the intellectual property or the software.

You carry the sole responsibility for damages that occur through the breach of intellectual property rights to Novads OU or a third party in relation to protected trademarks, intellectual property, the software and/ or other damages, as a direct or indirect consequence of you copying, distributing, transferring, transmitting, publishing or by using for purposes that contravene the terms of use of these terms of business or applicable law, that arise with Novads OU or a third party.

Regardless of any objections herein, the website offers links to the website on the left of the website page for the convenience of the website-user. No third party supplier website that is linked to the website or its contents was developed by Novads OU, and Novads OU did not verify the content of such third party websites and is not responsible for the latter. Novads OU does not offer any guarantees, warranties or safeguards and does not take over any form of liability for contents of other third party websites such as contents that derive from such websites.

Electronic communication

Through the use of our website or of our online services you agree to obtain electronic communications from Novads OU. Although Novads OU can decide to communicate with you in a different manner, Novads OU can also solely communicate with you electronically via email or by publishing on our website. You agree that all agreements, communications, disclosures or any other form of communications that Novads OU sends to you in electronic form, will respect all lawful requirements and be delivered in written form.

Caveat emptor

ALL CONTENTS OF THE Novads OU WEBSITE, OR CONTENTS OF THE CONTENTS OF THE BUSINESS EMAILS; OR ANY OTHER PRODUCTS OR MATERIALS WHICH ARE PROVIDED FOR BY OR VIA Novads OU, OR OTHERWISE RELATED OR DERIVED FROM ANOTHER PERSON; WILL BE, WITHOUT ANY FORM OF WARRANTY OR GUARANTEE IN ANY WAY, PROVIDED IN IT'S „IT-CONDITION“ AND „COMPRISING MISTAKES“ BEREITGESTELLT. Novads OU DOES NOT OVERTAKE ANY WARRANTIES OF ANY FORM, WHETHER EXPRESS OR IMPLIED. Novads OU therefore expressly refuses all implicit warranties of the marketability, agreements for a specific reason and every other implicit warranty. Irrespective of other agreements, or other communications that contradict this, the receipt or use of contents on the website or the online services, or such that are derived from them, or acquired from any user in any manner at any given time, whether directly or indirectly, constitute via such users, a confirmation of receipt of this liability disclaimer, such as his or her agreement with the present general business conditions.

Conditions of delivery

1.General Information

All orders are subject to the availability of products. In case a product is not available at the time of the order, we will inform you of this and reimburse the totality of your order by the means of your used paying method.

2.Delivery location

The products offered on our website can be delivered to addresses located worldwide.

3.Delivery time

An anticipated delivery time will be communicated to you as soon as your order is issued. Delivery times are approximations and start with the time of delivery, not with the date of the order. Delivery times can only be understood as approximations and are subject to the acceptance and approval of your order. Unless unforeseeable circumstances exist, we will do everything we can to deliver your order within 30 days after you have placed your order. Working days comprise Mondays to Fridays and exclude public holidays. Please note that we cannot carry out shipments on Sundays. The delivery date can also vary due to the delivery company's activities, the delivery location, the delivery method and the ordered products. Products can also be delivered separately. As soon as the item has been sent, we put the tracking numbers of the delivery at your disposal.

4.Delivery costs

Delivery costs are based on the weight of your order as well as the delivery method. In order to find out how much your order will cost, simply add your desired product to your shopping basket and go to the check-out. Once you open the payment page, the delivery costs will be displayed. Additional delivery costs can be incurred if deliveries are made to remote areas or consist of larger or heavier objects. You will be informed of the fees on the payment page. The value added tax will be determined according to the province or area in which the product will be sent.

5.The transport of damaged products

In case damage is to be seen on the packaging during delivery, please inform us within 2 months at support@hyperstech.com (<mailto:support@hyperstech.com>).

6.Questions

If you have questions in relation to the delivery and shipment of your order, contact support@hyperstech.com (<mailto:support@hyperstech.com>).

Refund guidelines

The Novads OU refund guidelines are applicable to your purchase of a material or product offered by Novads OU via the website (commonly referred to as „Product“). In case you have to send back a defective or damaged product, you can send the product back to the company within thirty (30) days in order to apply for a refund, as long as the following general business terms are complied with:

Prior to sending the item back, you should contact Novads OU via email at support@hyperstech.com (<mailto:support@hyperstech.com>) or by telephone under

International: +44 20 3808 9234, available 24h

Brazil: +552135003992, available between 9:00am to 14:00pm, Monday to Friday (Brazil Time, GMT-5), in order to request a Returned Material Authorization (RMA) number.

Write the RMA number on the delivery ticket of each single package that needs to be given back. Please note that we do not accept a product without the RMA number that will be given to us 30 days after your purchase and will send the product back at your costs. We suggest that you proceed by registered mail so as to ensure a speedy delivery.

Products need to be sent back to us unopened and in their original package in order to be refunded. Novads OU does not reimburse the delivery costs for the return of the goods.

Packages that are sent back with insufficient postal charges will not be accepted.

Products need to be sent back in their original state and received by Novads OU. We do not accept products that were damaged during the return of the goods. Thus, please note that you should package the product well and possibly secure the delivery.

There is no refund/reimbursement/ replacement for outlet goods or reduced goods.

In case products were initially purchased with gift vouchers, your refund will be paid in the form of a gift voucher.

The Novads OU refund guidelines only apply to products and not to memberships, registrations or subscriptions to online services.

Cancellation conditions

Users can cancel their orders immediately (before shipment) with a written notice: (a) via E-mail to support@hyperstech.com (<mailto:support@hyperstech.com>), or (b) via post or other deliveries to Novads OU, p. Adr. CS, Address: Novads OU Valukoja 22 11415 Tallinn Estonia, or (c) by calling the customer service at International: +44 20 3808 9234, available 24h

Brazil: +552135003992, available between 9:00am to 14:00pm, Monday to Friday (Brazil Time, GMT-5), between 12:00 and 16:00 hrs (GMT+2) from Monday to Friday.

Exclusion of liability for associated companies

At any time, Novads OU can support, foster or suggest services and/or products. Novads OU's suggestions are based exclusively upon the Novads OU's belief that the services or the product are valuable to the consumer, based on the appropriate assessment via Novads OU and/or the relationship between Novads OU and the provider/manufacture of such services and products and/ or prior use of such services and products. Novads OU can be compensated for its suggestions. Novads OU can obtain services/products in order to review them. Novads OU tries to conduct an impartial review of such services and products. In case a service or a product does not correspond with the norms or expectations of Novads OU, or if it is ranked as insecure or possibly insecure, this knowledge will be included in the corresponding review of the relevant services and products. Irrespective of the above, no review shall be understood

as a warranty, representation or guarantee of the adequacy of any service or product for a specific purpose, and no person shall rely on a review in order to decide to purchase, obtain or use a service or a product. The decision to use any service or product for which Novads OU provided a review, remains in the sole responsibility of the person who has used such services and products and Novads OU is not liable for the use of such services and products by a person.

Limitation of liability of Novads OU

Any liability of Novads OU, whether by contract, tort, negligence or otherwise, is only valid in its entirety for direct and actual damages and cannot surpass the costs received by Novads OU from the user in relation to the use, registration and subscription to online services. Novads OU is not liable for losses, damages, claims, costs, expenses or other obligations that arise directly or indirectly from the use or reliance on contents from the website or online services. Without constraints, Novads OU is not responsible or liable for the losses or damages in direct or indirect link with (1) any loss in any form; (2) the incapacity or delay on the access in relation to the use of the website, or any links to other websites or any contents therein; (3) Information or contents, that are not available on the website or contents provided by Novads OU or the failure or delay of Novads OU's specific contents, or mistakes during the transfer of any contents, or (4) any form of use of contents on the website, that are possibly unfit for their intended purposed or do not correspond to the industry's norm.

Amendments

We reserve the right to amend these business conditions at anytime and under our own discretion. Read these terms of business regularly in order to verify the existence of any new amendments. On this site, we will publish any announcements pertaining to any amendments and additions that will be made to these business conditions. Amendments will not apply retroactively and are applicable starting from the date of publication. Amendments that affect new functions of the online services, such as the amendments that are made on legal grounds.

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