### **General conditions**

Vocare Ledlight

#### **Article 1. Definitions**

- 1.1. Unless explicity indicated otherwise or if the context shows differently, the terms below have the following meaning:
- a. Vocare Ledlight: the user of these general terms and conditions: Vocare Specialties B.V. trading under the name "Vocare Ledlight― located at Enkweg 6B in Wijhe, the Netherlands, listed in the Chamber of Commerce under Chamber of Commerce number 60935367;
- b. agreement, the agreement between the parties;
- c. customer: the natural person who is not acting in the course of his profession or his business (consumer);
- d. product: the product that Vocare Ledlight offers or the product that Vocare Ledlight supplies or has supplied in the context of the agreement;
- e. website: the website www.vocare-ledlight.com where the customer can order products from Vocare Ledlight;
- f. in writing: in writing or by e-mail;
- g. parties: Vocare Ledlight and the customer.

#### **Article 2. General**

- 2.1. The general terms and conditions stated here apply to any agreement between the parties that is established through the website.
- 2.2. If the buyer is not a consumer, then not these general terms and conditions apply, but the "general terms and conditions for companies (B2B)―,
- see <a href="https://www.vocare-ledlight.com/en/led-General-Terms-and-Conditions-for-Companies">https://www.vocare-ledlight.com/en/led-General-Terms-and-Conditions-for-Companies</a>.
- 2.3. Any deviations from these general terms and conditions shall only be valid if agreed in writing.
- 2.4. If deviations from certain subjects regulated by these General Terms and Conditions have been agreed upon, these General Terms and Conditions shall continue to apply to the remainder of the agreement. Agreed deviations shall never apply to more than one agreement.
- 2.5. If one or more of the provisions of these general terms and conditions are null and void or annulled, the other provisions of these general terms and conditions shall remain fully applicable. The void or nullified provisions will be replaced by Vocare Ledlight, whereby as far as possible the purpose and intent of the original provision(s) will be observed.
- 2.6. If Vocare Ledlight does not always require strict compliance with these general conditions, this does not mean that the provisions thereof do not apply, or that Vocare Ledlight in any degree would lose the right in other cases to require strict compliance with the provisions of these conditions.

### Article 3. Offer

- 3.1. The offer of Vocare Ledlight is without obligation.
- 3.2. The offer of Vocare Ledlight on the website is valid while supplies last.
- 3.3. Offers do not automatically apply to future agreements.
- 3.4. Obvious mistakes or errors in the offer on the website or in email messages do not bind Vocare Ledlight.
- 3.5. The assortment offered on the website is subject to change.

# **Article 4. Website**

- 4.1. Vocare Ledlight does not guarantee that the website will work without interruptions or errors or that all errors will be corrected.
- 4.2. Vocare Ledlight is at all times entitled to make changes to the website.

#### Article 5. Terms of use

- 5.1. When using the website, the customer should act in accordance with what can be expected of a responsible and careful Internet user.
- 5.2. The customer is not allowed to circumvent or crack the security applications on the website.
- 5.3. The customer is not allowed to use the website in such a way that the proper functioning of computer systems of Vocare Ledlight or third parties is affected or that other users of the website are hindered.

## Article 6. Price and shipping costs

- 6.1. The price listed on the website is inclusive of VAT and exclusive of any shipping costs.
- 6.2. The amount of the shipping costs will be communicated separately to the customer before the conclusion of the agreement.
- 6.3. Vocare Ledlight has the right to adjust its prices from time to time.

# Article 7. Conclusion of the agreement.

- 7.1. The agreement is concluded after the customer has completed the entire ordering process via the website and clicked on the "Order with payment― button.
- 7.2. The agreement can only be concluded via the website after the customer has clicked that he agrees to these general terms and conditions.
- 7.3. After the agreement has been concluded via the website, Vocare Ledlight will send the customer a confirmation e-mail without delay. This confirmation e-mail includes the order number and other details of the customer's order. As long as the customer has not received a confirmation email from Vocare Ledlight, the customer may dissolve the agreement. If the customer has not received a confirmation email from Vocare Ledlight or if the confirmation email does not correctly reflect the order of the customer, then the customer should contact the customer service of Vocare Ledlight as soon as possible.

## **Article 8. Payment**

- 8.1. The customer is offered the following payment options:
- a. via iDEAL (only possible within the Netherlands);
- b. by transferring the invoice amount before delivery to the bank account of Vocare Ledlight;
- c. via BANCONTACT (for customers from Belgium);
- d. through Paypal;
- e. cash payment when picking up the products at the business address of Vocare Ledlight.
- 8.2. The client has the duty to report inaccuracies in payment details provided or stated immediately to Vocare Ledlight.
- 8.3. Vocare Ledlight has taken appropriate security measures to make the electronic payment via the website secure.

# Article 9. Delivery

- 9.1. The product will be sent by Vocare Ledlight to the address provided by the customer, unless article 9.2 applies.
- 9.2. During the ordering process, the client can choose to collect the products from Vocare Ledlight. If the customer has chosen this option and the customer's order is ready, Vocare Ledlight will contact the customer.
- 9.3. The stated delivery time is not to be considered a deadline.

- 9.4. If Vocare Ledlight cannot deliver the product within 30 days after the conclusion of the agreement, then Vocare Ledlight will inform the customer of this by e-mail and then the customer has the right to dissolve the agreement free of charge, unless a longer delivery period has been expressly agreed with the customer. If the customer dissolves the agreement, then Vocare Ledlight will refund any amounts already paid within 14 days after the dissolution.
- 9.5. The risk of the product passes to the customer at the time that the customer or a third party designated by the customer has taken delivery of the product.

# Article 10. Right of withdrawal

- 10.1. The customer has the right for 14 days without giving any reason to dissolve the agreement. This period begins to run from the time the customer has received the entire order from Vocare Ledlight. Through the e-mail before delivery or in writing upon delivery of the ordered products, the customer is informed of this right of withdrawal.
- 10.2. If the customer invokes his right of withdrawal, then during the reflection period the product and its packaging must have been handled with care. The customer shall only unpack the product to the extent necessary to determine the nature and characteristics of the product. The basic principle here is that the customer may only inspect the product as he would be permitted to do in a store.
- 10.3. If the customer wants to use his right of withdrawal, the customer must expressly notify Vocare Ledlight within 14 days after receipt of the entire order. The customer will be provided with the "model withdrawal form― that the customer can use if he wants to dissolve the agreement. If the client notifies Vocare Ledlight via the website or by e-mail that he invokes his right of withdrawal, then Vocare Ledlight will send the client a confirmation of receipt after receiving this notification.
- 10.4. After the customer has invoked his right of withdrawal, the customer must return the product to Vocare Ledlight within 14 days, provided that it is unused, undamaged and unaltered and, if reasonably possible, in its original packaging.
- 10.5. The customer may also, without first informing Vocare Ledlight that he or she is invoking his or her right of withdrawal, return the product to Vocare Ledlight within the withdrawal period as described in article 10.1. In such a case, the customer should enclose the "model withdrawal form― or another unambiguous statement showing that the customer is invoking his right of withdrawal with the return shipment.
- 10.6. The customer is liable for any decrease in the value of the product that results from handling the product beyond that permitted in Article 10.2.
- 10.7. If the customer dissolves the agreement in accordance with this article, the shipping costs associated with returning the product shall be borne by the customer. These shipping costs, an estimate thereof or an estimate of the maximum shipping costs will be made known to the customer before or at the conclusion of the agreement.
- 10.8. The risk and burden of proof for the correct and timely exercise of the right of withdrawal shall at all times lie with the customer.
- 10.9. Vocare Ledlight will, in case of a dissolution as described in this article, within 14 days after the customer has invoked his right of dissolution, refund already paid monies (purchase price + the shipping costs for sending the product). If the customer keeps part of the order, the paid shipping costs for sending the order will not be refunded.
- 10.10. Vocare Ledlight may wait to refund until Vocare Ledlight has received the product back.
- 10.11 Vocare Ledlight will refund the customer using the same means of payment that the customer used to make the original transaction, unless the customer has expressly agreed to a different means of payment. No costs will be charged for the refund.

### Article 11. Return address

11.1. The products should be returned to the following address:

Vocare Ledlight Enkweg 6B 8131VH Wijhe Netherlands

## **Article 12. Conformity**

- 12.1. Vocare Ledlight guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations.
- 12.2. If the delivered product does not meet the agreement, then the customer can contact the customer service of Vocare Ledlight.
- 12.3. To investigate whether the product delivered is defective, Vocare Ledlight may require the customer to return the product, at the expense of Vocare Ledlight, to Vocare Ledlight.

# **Article 13. Warranty**

- 13.1. The products delivered are guaranteed for 1 year from the date of invoice, unless expressly agreed otherwise in writing. This warranty shall accrue to the customer without prejudice to any rights or claims granted to the customer by law.
- 13.2. The invoice is the proof of warranty.
- 13.3. If the product has a manufacturing defect within the warranty period, the customer may contact Vocare Ledlight's customer service and return the product including a copy of the product invoice to Vocare Ledlight. If the warranty claim is accepted by Vocare Ledlight, then Vocare Ledlight will, at its option, proceed to replace or repair the product. Any costs for disassembly by third parties or the customer are not covered by the warranty, Vocare Ledlight will not reimburse these costs. Costs or consequential damage caused by the failure of the delivered product to function correctly are not covered by the warranty. The liability of Vocare Ledlight is at all times limited to what is included in article 14.
- 13.4. Replacing or repairing (parts of) the product does not extend the warranty period.
- 13.5. The guarantee lapses and complaints about the delivered product will not be dealt with (further) free of charge if:
- a. defects are the result of injudicious use, poor maintenance or improper cleaning of the product;
- b. the product is not used in accordance with the agreed destination and, in the absence thereof, the usual destination;
- c. work and/or modifications and/or repairs have been carried out on the product by the customer and/or third parties;
- d. defects are the result of external circumstances such as: fire, natural disasters, explosions, terrorism, cleaning agents, dirt accumulation, landslides, floods and weather conditions;
- e. defects are the result of any government regulation regarding the nature or quality of the materials used:
- f. there is a minor commercially usual and/or technically unavoidable deviation;
- g. the product has not been used in accordance with the instructions for use and/or technical specifications;
- h. checks have not been carried out accurately;
- i. defects are the result of components and/or products which have not been supplied by Vocare Ledlight;
- j. there is the so-called "aging― effect of LEDs, possibly LEDs can give less light output during their lifetime, therefore the color temperature may differ from new LEDs;
- k. the product has been exposed to chemicals, salts, acids or gases.

- 13.6. A defect in a product does not entitle the customer to refuse or return the entire order, of which the product is a part.
- 13.7. If the customer has wrongly complained or wrongly invoked the warranty, then all (research) costs which Vocare Ledlight has incurred as a result will be charged to the customer. 13.8. In general, LED lighting can be used with an air temperature between -40 degrees Celsius and +40 degrees Celsius. Direct sunlight on a fixture can cause much higher temperatures. Consequently, outdoor lighting should be equipped with a circuit to prevent overheating. Examples include an astro clock or daylight sensor. The warranty will be void if the customer has failed to take precautions against overheating from direct sunlight. Fixtures that are set up with an ambient temperature higher than +40 degrees Celsius are also excluded from the warranty.

## **Article 14. Liability**

- 14.1. The information and services appearing on the website may contain technical inaccuracies and / or typographical errors. Vocare Ledlight is not liable for such inaccuracies and / or errors.
- 14.2 The operation of the website may be interrupted by, for example, a malfunction or maintenance. Vocare Ledlight is not liable for damages for temporary unavailability of the website.
- 14.3. Vocare Ledlight can never guarantee that the information on the website is correct. Vocare Ledlight will make every effort to keep the accuracy of these data as consistent as possible. maintain. External influences by hackers, for example, is always possible and can lead to distorted data. Vocare Ledlight is not liable for these disrupted data.
- 14.4 Vocare Ledlight is not liable for damages resulting from cybercrime.
- 14.5. Vocare Ledlight is not liable for damages of any kind, because Vocare Ledlight is based on incorrect and / or incomplete data provided by the customer.
- 14.6. The colors seen on the screen of the customer may differ from the actual colors of the product. Vocare Ledlight is not liable for such color deviations.
- 14.7. Vocare Ledlight is not liable for damage to the product or caused by the product by improper or incompetent use, use contrary to the instructions for use or incorrect assembly of the product.
- 14.8. If the customer or a third party makes changes to the product supplied by Vocare Ledlight, Vocare Ledlight excludes any liability with respect to the operation and any (consequential) damage.
- 14.9. In no case is Vocare Ledlight liable for damage, which has arisen or caused because the customer has used the product for a purpose other than that for which the product is intended.
- 14.10. The use of the product is entirely at one's own risk. Vocare Ledlight is not liable for damage, including property damage and personal injury, which the customer or a third party suffers or has suffered by using the product.
- 14.11. Vocare Ledlight is not liable for mutilation or loss of data resulting from transmission of the data using telecommunication facilities.
- 14.12. Vocare Ledlight accepts no liability to the customer for indirect or consequential damages, including (but not limited to) loss of data.
- 14.13. If Vocare Ledlight should be liable for any damage, then the liability of Vocare Ledlight is limited to the amount of the payment made by the insurer of Vocare Ledlight. If the insurer in any case does not pay out or the damage is not covered by the insurance, then the liability of Vocare Ledlight is limited to the invoice amount, at least to that part of the contract to which the liability relates.

# **Article 15. Force Majeure**

15.1. Vocare Ledlight is not obliged to fulfil one or more obligations under the agreement or to pay compensation if there is a case of force majeure. Force majeure includes, in addition to what

is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, which Vocare Ledlight cannot influence, but which prevent Vocare Ledlight from fulfilling its obligations. Force majeure includes in any case: weather influences; theft; power and internet failures; floods, landslides and other natural disasters; terrorism; hindrances by third parties, those of governments included; hindrances in transport; strikes (both organized and unorganized); cybercrime; boycotts; riots, wars or dangers of war; loss of or damage to products in transporting them; failure of its suppliers to deliver products to Vocare Ledlight on time or at all; ex- and import bans or ex- and import impediments; delays in transport; blockades; shortages on the market of raw materials or of other goods; epidemics or pandemics; fires, breakdowns and accidents in the company of Vocare Ledlight or its supplier; the burning of means of transport of Vocare Ledlight, its supplier or an engaged transport company, the occurrence of breakdowns thereon, becoming involved in accidents thereof; measures of any domestic, foreign or international government.

15.2. By force majeure is also to be understood a non-attributable shortcoming of a supplier of Vocare Ledlight or of a third party engaged by Vocare Ledlight, such as a postal company. 15.3. If Vocare Ledlight knows or suspects that it is unable to deliver the order (partially) on time due to force majeure, then Vocare Ledlight will inform the customer as soon as possible by email.

# Article 16. Customer service, complaints and AVG

16.1. For questions about the order or to file a complaint, the customer can contact the customer service of Vocare Ledlight. The customer service of Vocare Ledlight can be reached in the following ways:

Via the telephone number: +31(0)85-0060455 Via e-mail address: sales@vocare-ledlight.com

- 16.2. If possible, questions by telephone will be answered immediately. If this is not possible, then the customer will be informed within which time period the customer can expect an answer. 16.3. Complaints submitted to Vocare Ledlight will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Vocare Ledlight will respond within 14 days with a notice of receipt and an indication of when the customer can expect a more detailed answer.
- 16.4. Regarding the processing of personal data under the General Data Protection Regulation (AVG), Vocare Ledlight refers to the Privacy Statement included on the website, see <a href="https://www.vocare-ledlight.com/Privacy-statement">https://www.vocare-ledlight.com/Privacy-statement</a>.

# Article 17. Applicable law and competent court

- 17.1. These general terms and conditions, all agreements and all other legal acts between the parties shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 17.2. All disputes between the customer and Vocare Ledlight will be submitted to the competent court in the district where Vocare Ledlight is located. The customer has 1 month after Vocare Ledlight has invoked this clause in writing towards the customer, to choose for settlement of the dispute before the judge competent according to the law.

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