

General Terms and Conditions

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Article 1 - Definitions

In these terms and conditions the following definitions apply:

1. **Grace period:** the period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person who is not acting in the exercise of profession or business and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.

6. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;
7. **Model form:** the model form for withdrawal made available by the entrepreneur which a consumer can fill in when he wants to exercise his right of withdrawal.
8. **Entrepreneur:** the natural or legal person who offers distance products and/or services to consumers;
9. **Distance contract:** an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. **Technique for distance communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur being together in the same room at the same time.
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general conditions apply to every offer of the entrepreneur and to every distance contract and order concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, before the remote agreement is concluded, it will be indicated that the general conditions can be viewed at the entrepreneur and they will be sent free of charge to the consumer at his request as soon as possible.
3. If the distance contract is concluded electronically, notwithstanding the preceding paragraph and before the distance contract is concluded, the text of these general conditions will be made available to the consumer electronically in such a way that it

can be stored by the consumer in a simple manner on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.

4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply *mutatis mutandis* and in the event of conflicting general conditions, the consumer may always rely on the applicable provision that is most favorable to him.
5. If one or more provisions in these general conditions at any time wholly or partially void or destroyed, then the agreement and these conditions for the rest remain in force and the provision concerned will be replaced by mutual agreement immediately by a provision that the scope of the original as closely as possible.
6. Situations not provided for in these general terms and conditions should be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and can not lead to compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. Operator can not guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are attached to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - the possible costs of shipment;
 - the way in which the agreement will be concluded and which actions are necessary for that;
 - whether or not the right of withdrawal is applicable;
 - the method of payment, delivery and performance of the agreement;
 - the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
 - the level of the rate of distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;

- whether the agreement will be archived after its conclusion, and if so in what way it can be consulted by the consumer;
- the way in which the consumer, before the conclusion of the agreement, can check the data provided by him in the context of the agreement and, if desired, restore them;
- any languages other than Dutch in which the contract can be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the event of an extended transaction.

Article 5 - The agreement

1. The agreement, subject to the provisions of paragraph 4, is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the accompanying conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, giving reasons.
5. The entrepreneur will include the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:
 - the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - the conditions on which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - the information on guarantees and existing after-sales service;
 - the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these data before the execution of the agreement;
 - the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

In case of a duration transaction, the provision in the previous paragraph applies only to the first delivery. Each agreement is entered into under the suspensive conditions of sufficient availability of the relevant products.

Article 6 - Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons for 14 days. This reflection period commences on the day after receipt of the product by the consumer or a representative previously designated by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product to the entrepreneur with all accessories supplied and - if reasonably possible - in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to use his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days, after receipt of the product. The consumer must make this known using the model form. After the consumer has made it known that he wants to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of a proof of shipment.
4. If the customer has not expressed his intention to use his right of withdrawal or has not returned the product to the entrepreneur after the expiry of the periods mentioned in paragraphs 2 and 3, the purchase is a fact.

In case of delivery of services:

1. With the delivery of services, the consumer has the possibility of dissolving the contract without giving reasons for at least 14 days, starting on the day of entering into the contract.
2. To make use of his right of withdrawal, the consumer will comply with the reasonable and clear instructions provided by the entrepreneur in the offer and / or at the latest on delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, at most the cost of return shipment will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. This is subject to the condition that the product is already received back by the merchant or conclusive evidence of complete return can be provided. Refund will be made via the same payment method used by the consumer unless the consumer explicitly authorizes a different payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any depreciation in value of the product.
4. The consumer can not be held liable for depreciation of the product when the entrepreneur has not provided all legally required information about the right of withdrawal, this should happen before the conclusion of the purchase agreement.

Article 8 - Exclusion of the right of withdrawal.

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal applies only

if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products
 - that have been made by the entrepreneur in accordance with the consumer's specifications;
 - that are clearly personal in nature;
 - Which by their nature can not be returned;
 - Which spoil or age quickly;
 - whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - For individual newspapers and magazines;
 - for audio and video recordings and computer software of which the consumer has broken the seal;
 - for hygiene products of which the consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for services:

- concerning accommodation, transportation, restaurant business or leisure activities to be performed on a certain date or during a certain period;
- Of which the delivery has started with the express consent of the consumer before the withdrawal period has expired;
- Regarding betting and lotteries.

Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated it and:
 - they are the result of statutory regulations or provisions; or
 - the consumer is authorized to terminate the contract on the day on which the price increase takes effect.

The prices mentioned in the offer of products or services include VAT. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of reliability and/or usability and the existing legal provisions and/or government regulations on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer under the agreement against the entrepreneur can assert.
3. Any defects or incorrectly delivered products should be reported to the entrepreneur in writing within 2 months after delivery. Return of the products must be in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The guarantee does not apply if:
 - the consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;
 - the delivered products are exposed to abnormal conditions or otherwise carelessly treated or contrary to the instructions of the entrepreneur and / or on the packaging have been treated;
 - the defectiveness is entirely or partially the result of regulations that the government has set or will set regarding the nature or quality of the materials used.

Warranty Conditions Pool Lighting

Coverage and Duration.

The pool lights are covered by a 24-month warranty against defects in materials and/or workmanship in electronic components, effective from the date of delivery. You must keep your proof of purchase as proof of warranty.

Exclusions

The warranty does not cover problems caused by:

- Excessive voltage
- Electrical overload
- Improper connection
- Short circuit



- Voltage fluctuations from external power sources

In case of damage due to external voltage fluctuations, please refer to your home insurance.

Conditions

This warranty is valid only when the assembly and maintenance instructions are strictly observed. The only obligation of the manufacturer or distributor under this warranty is the free replacement or repair of the defective product or part, as determined by their customer service department.

Procedure

For replacement or repair, the product must be presented to the manufacturer's or distributor's customer service department for inspection. All other costs are the responsibility of the purchaser.

Limitations

Warranty does not apply to:

- Normal wear and tear
- Defects due to improper assembly

Unauthorized modifications (unless approved in writing by the manufacturer)

Warranty is limited to the original purchaser and is not transferable.

Replacement Parts.

In the event of a demonstrable material defect occurring within two years under normal use and maintenance, we will provide replacement parts free of charge.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders of products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.

3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order is not or only partially carried out, the consumer receives this no later than 30 days after the order was placed. The consumer in that case has the right to dissolve the agreement without cost. The consumer is not entitled to compensation.
4. All delivery terms are indicative. The consumer cannot derive any rights from any terms mentioned. Exceeding a term gives the consumer no right to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will make an effort to provide a replacement item. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement article is being delivered. With replacement articles, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a previously designated and made known to the entrepreneur representative, unless otherwise expressly agreed.

Article 12 - Duration transactions: duration, termination and extension

Termination

1. The consumer may contract for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time terminate in accordance with agreed termination rules and a notice of up to one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular delivery of products (including electricity) or services at any time at the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.
3. The consumer may terminate the agreements mentioned in the previous paragraphs:
 - terminate at any time and not be limited to termination at a specific time or period;
 - at least terminate them in the same way as they were entered into by him;
 - always terminate with the same notice period as the entrepreneur has stipulated for himself.

Renewal

1. A fixed-term contract that has been entered into for the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
2. Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer can terminate this extended contract by the end of the extension with a notice period not exceeding one month.

3. A fixed-term contract that has been concluded for the regular delivery of products or services may be tacitly extended for an indefinite period of time only if the consumer may terminate it at any time with a period of notice that does not exceed one month and a period of notice that does not exceed three months in the event that the contract extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. A contract with a limited duration for the regular delivery of trial days, newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration

1. If a contract lasts more than one year, after one year the consumer may at any time terminate the contract with a notice of up to one month, unless reasonableness and fairness oppose termination before the end of the agreed term.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.
3. In case of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs made known in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within 2 months fully and clearly described, after the consumer has found the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
5. For complaints, a consumer should first turn to the entrepreneur. If the webshop is affiliated with Stichting WebwinkelKeur and complaints that cannot be resolved by mutual agreement, the consumer should turn to Stichting WebwinkelKeur(www.webwinkelkeur.nl), which will mediate free of charge. Check whether this store has a current membership through <https://www.webwinkelkeur.nl/ledenlijst/>. If there is still no solution, the consumer has the option of having his complaint handled by the independent arbitration board appointed by Stichting WebwinkelKeur, the decision is binding and both entrepreneur and consumer agree to this binding decision. To submit a dispute to this dispute

committee are costs associated that should be paid by the consumer to the committee. It is also possible to submit complaints via the European ODR platform(<http://ec.europa.eu/odr>).

6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

Article 15 - Disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, only Dutch law applies. Even if the consumer resides abroad.
2. The Vienna Sales Convention is not applicable.

Article 16 - Additional or different provisions

Additional or different provisions of these general conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium.