

## **GENERAL TERMS & CONDITIONS OF SALE TO CONSUMERS**

***PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY BEFORE MAKING YOUR DECISION TO PURCHASE.***

### **1. General**

This website (and related websites) is solely intended for consumers wishing to purchase Innr products for delivery in The Netherlands, Belgium, or Germany. Innr does not accept orders for delivery outside this territory. The terms and conditions under which the Innr products are offered for sale on this website for delivery in the territory are set forth in this document. These terms and conditions together with Innr's order confirmation constitute the contract between you as a consumer and Innr for the supply of the products so ordered. By ticking the "I have read and agree with the General Terms & Conditions of Sale" box and clicking on the "confirm order and go to payment" button, you accept and agree to be bound by these terms and conditions. No other terms or conditions apply. This contract between you and Innr cannot be varied unless Innr agrees to a change in writing or by email.

Innr reserves the right to change these terms and conditions at any time without prior notice. Such change shall have no effect on orders that were submitted and confirmed before posting of such revised terms and conditions on this website. These terms may be printed or stored as a whole by you by using the "print" or "store" buttons at the end of this document.

### **2. Order and Acceptance; Payment**

To place an order you must be at least 18 years old, accessible by telephone, and have a valid e-mail address.

You may place an order by filling in the order form on the website and clicking on the "confirm order and go to payment" button. During the ordering process the order form will be visible on the right hand corner of the page updated real-time with any information or orders you may add or delete. As soon as you have assured yourself the order form is correct and complete you can place your order by accepting these terms and clicking the "confirm order and go to payment" button. However, orders submitted by you are binding on you and cannot be cancelled after order confirmation by Innr. Innr reserves the right to restrict quantities when confirming orders.

Whilst Innr will make every effort to supply you with the products listed on the order confirmation on the date (range) specified on the order confirmation, there may be occasions where we are unable to do so, because, for example, (i) such products are no longer manufactured or available, (ii) Innr is unable to source a certain relevant component or (iii) there was a pricing error on the website. In such circumstances Innr will contact you to inform you and offer alternative products that you may wish to purchase. If you do not wish to order alternative products, we will cancel your order with respect to these products and refund you any money you may have already paid to Innr in respect of such products. In the event of a typographical error or technological error causing a mistake in the price shown on the website, Innr reserves the right to correct the error and charge you the correct price. Apparent errors on the website are not binding on Innr.

The methods of payment for the products are displayed on the website. If you are paying by credit card, you will be requested to supply your credit card details when you place your order. You will be charged the total amount due when we submit your products for shipment. Innr will

not ship the products until your payment has been authorised. If Innr does not receive such authorization we will inform you of the problem by email.

To ensure that your payment card is not being used without your consent, Innr will where possible validate name, address and other personal information supplied during the order process against appropriate third party databases. You hereby consent to these checks being made. All information provided by you will be used only in strict conformance with the Innr Privacy Policy.

This website may contain references to products which are not necessarily available for delivery in all countries. The territory in which the products are deliverable is currently only The Netherlands and Belgium. Innr only sells and delivers products as permitted by applicable law.

Please note that the on-screen display of the products may differ slightly from the actual appearance.

### **3. Prices**

All product prices are in Euro, including VAT but excluding shipping, handling and delivery costs. Product prices shall be the prices as published on this website at the time your order was placed, and as stated on your invoice. All additional taxes, delivery costs and duties associated with the order which are for your account will be visibly added to the total amount due, in your shopping basket and real-time in the order form in the right hand corner of the website before the order is submitted.

### **4. Delivery**

Order submitted via this website will be delivered in The Netherlands and Belgium only. Innr will deliver the products to the address you specify in the order in accordance with the delivery option you have chosen. Innr may deliver the products by means of separate delivery. Any delivery or shipment dates given by Innr are best estimates only and Innr shall not be liable for any loss, damage, costs or expenses for failure to deliver in accordance with the delivery or shipment dates given.

Innr will use reasonable endeavors to manufacture and deliver your products within the stated delivery period. However, actual product delivery times may be longer than thirty (30) days from order confirmation, and if you order the product knowing the delivery moment will be more than thirty (30) days after order confirmation, you hereby explicitly agree to such later delivery date.

In the event you order various products to be delivered to different addresses, you must submit a separate order per delivery address.

Title to and risk of loss in your products will pass to you upon delivery of the products to the address stated in your order confirmation.

### **5. Warranty**

Innr warrants that the products supplied under this contract are free from defects in material and workmanship and are in conformance with the contract and the specification as published in the product information on the website for a period of 24 months from the date of delivery. Specific warranties may apply to certain products. With respect to the Innr application software, no warranty shall apply other than as expressly set forth in the Terms of Service.

Should the products supplied by Innr not comply with the applicable warranty Innr shall, at its own option and expense (unless provided otherwise in any applicable specific warranty) repair or replace the product or refund the purchase price upon return of the product as set forth herein. Except as expressly set out herein, to the fullest extent permitted by law Innr hereby

disclaims any and all warranties whether express or implied. However, this warranty is additional to and will not affect or prejudice your statutory rights as a consumer.

To obtain warranty service, please contact Innr via the “Service & Advice” page on the website.

## **6. Contract Withdrawal Rights, Returns for Non-Conformity and Refunds**

As a part of your statutory rights as a consumer in the EU, you may withdraw from the contract you have with Innr for no reason. In order to make use of this right, please notify Innr of your wish to withdraw from the contract within fourteen (14) business days after delivery of the product to you by contacting us through the “customer services” page or your personal (MyLighting) account section on the website. Innr will refund all amounts paid by you for the products in the manner in which these monies were paid within fourteen (14) business days from receipt of the original products in their original packaging including any and all accessories and documentation. It is your duty to handle the product and packaging with care during the withdrawal period so that these may be returned in the original state including all packaging materials, manuals, documents and accessories. Please note that the return delivery costs are borne by you.

In the event the product is returned based on a warranty or non-conformity claim, Innr may require as a condition for performing its warranty obligations that the product be returned to an address specified by Innr. Unless specified otherwise, the shipping costs for returned products under warranty shall be for Innr’s account.

## **7. Innr Liability**

In the event you are not a consumer or you are using the product ordered for business purposes, Innr’s liability hereunder shall not exceed the purchase price paid for the product.

These terms and conditions set out the full extent of Innr’s obligations and liabilities in respect of the supply of products hereunder. Save as set forth in the Warranty paragraph above, there are no other warranties, conditions or other terms that are binding on Innr regarding the supply of products hereunder.

Nothing in this contract shall limit Innr’s liability for death or personal injury caused by Innr’s negligence, fraud, or any liability that cannot be excluded by law. To the fullest extent permitted by law Innr hereby disclaims all liability for any indirect damage. Innr’s maximum aggregate liability under this contract shall in no circumstances exceed the amount payable by you to Innr in respect of the products ordered hereunder.

## **8. Transaction Data and Data Protection**

Innr’s records relating to your transaction shall be deemed correct and conclusive unless proven otherwise. These records will be retained for a period of seven (7) years after delivery date and are accessible to you in the order history.

By placing your order, you agree and understand that Innr may store, process and use the data collected from your order form for processing the order. These data will be treated in accordance with Innr’s Privacy Policy, accessible at [www.innrlighting.com/terms](http://www.innrlighting.com/terms).

## **9. Governing Law; Competent Court**

We will of course try to resolve any disagreement you may have with us quickly and efficiently. However, if you wish to initiate court proceedings, your claim or dispute hereunder must be submitted to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands. Your purchase of the products and these terms and conditions shall be governed by the laws of The

Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

Failure to enforce any of the terms of this contract shall not constitute a waiver of such term(s). The invalidity or the unenforceability of any provision of this contract shall not adversely affect the enforceability or validity of the remaining provisions.

## **10. Name and address**

The contracting party is:  
Innr Lighting B.V.

*Physical location:*  
Heuvellaan 50  
1217 JN Hilversum  
The Netherlands

*Registered location:*  
Gijsbrecht van Amstellaan 328a  
1215 CV Hilversum  
The Netherlands

Telephone: +31 35 744 0388  
Chamber of Commerce registration: 56456670  
Tax ID: 852134332B01

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