



These terms and conditions apply to economic transactions and trade with Fronthouse Innovative Concepts B.V. (hereinafter: F.I.C.) with the Chamber of Commerce number 53788494, established in Eindhoven. Sparckel is a registered trade name of F.I.C..

Article 1: Terms of use of these terms and conditions

- 1.1: On all offers, (sales) agreements and deliveries of F.I.C. are, to the exclusion of any other general terms and conditions, these general conditions (hereafter: Conditions) apply. These Terms and Conditions have been filed with the Chamber of Commerce and are sent by F.I.C. on request. These Terms and Conditions can also be consulted via the internet, and downloaded, see our website: www.vitaallicht.nl and www.sparckel.com.
- 1.2: In these Conditions, the counterparty of F.I.C. further referred to as 'the Customer'.
- 1.3: Purchase conditions of the Customer shall not exclude or limit the applicability of these general terms and conditions.
- 1.4: Accepting an offer, or placing an order, or entering into an agreement means that the Customer accepts the applicability of these Terms and Conditions.
- 1.5: The provisions of these Conditions can only be deviated from in writing and only by F.I.C.'s written permission, in which case the remaining provisions remain in full force.
- 1.6: All rights and claims, as in these Conditions and in any further agreements for the benefit of F.I.C. are stipulated, are also stipulated for the benefit of F.I.C. engaged intermediaries and other third parties.

Article 2: Offers and agreements

- 2.1: All offers and quotations from F.I.C. are without obligation and F.I.C. explicitly reserves the right to change prices, especially when this is necessary on the basis of (legal) regulations.
- 2.2: An agreement is only concluded after written acceptance of the order by F.I.C.. F.I.C. is entitled to refuse orders or to attach specific conditions to the delivery, unless explicitly stated otherwise. If an order is not accepted, F.I.C. notifies this within ten (10) working days after receipt of the order.
- 2.3: If the agreed price, discounts or delivery time is based on a manifest error, typing or printing error that has been made, F.I.C. has the right to rectify the fault(s) or to cancel the order; the same right accrues to the Customer.
- 2.4: All data, models and images concerning colours, materials, sizes and finish are indicative. Deviations from this cannot be a reason for rejection, discount, dissolution of the agreement or compensation, if these deviations are of minor importance.

Article 3: Prices and payments

- 3.1: The prices stated for the offered goods are in euros (€), including VAT for consumers and excluding VAT for business customers, and excluding administration and shipping costs, any taxes or other levies, unless otherwise stated or agreed in writing.
- 3.2: For all first deliveries in the Netherlands and all deliveries outside the Netherlands, payment must be made, without discount or compensation, on the basis of advance payment, unless otherwise agreed in writing. Deliveries under prepayment are only eligible for shipment after crediting the full outstanding amount to the giro or bank account of F.I.C..
- 3.3: If it concerns a subsequent delivery within the Netherlands, payment must be made, without any discount or compensation, within fourteen (14) days of the invoice date, unless otherwise is agreed in writing.
- 3.4: Payment can be made in (one of) the manner (s) as indicated during the ordering process. Additional payment and / or order conditions can be set for an order. In case of payment by bank the date of payment is the date of crediting the bank account of F.I.C..
- 3.5: If the payment term is exceeded, the Customer is in default from the day that payment should have been made and from that day a default interest of 1 percent (1%) per month or part of a month is due on the outstanding amount. If payment takes place after a reminder by F.I.C. the Customer owes an amount of twenty-five euro (€ 25.00) in administration costs and if F.I.C. entrusts its claim for collection, the Customer also owes the collection costs, which are at least fifteen percent (15%) of the outstanding amount, without prejudice to the authority of F.I.C. to claim the actual extrajudicial collection costs instead.
- 3.6: If the Customer is in default with any payment, F.I.C. entitled to suspend or dissolve (the execution of) the relevant agreement and associated related agreements. Without prejudice to the right of F.I.C. to claim (additional) compensation
- 3.7: If prices and / or rates of price-determining factors such as, for example, wages, materials, currency differences, import duties and insurance rates are subject to an increase, for whatever reason, F.I.C. entitled to adjust the price of the Product accordingly.
- 3.8: If the prices for the offered Products and services increase in the period between the order and the execution thereof, the Customer is entitled to cancel the order or to dissolve the agreement within five (5) working days after notification of the price increase by F.I.C..
- 3.9: Up to one month after purchase on the invoice date, the Customer is entitled to return the Product in the original packaging, provided no customer-specific colour has been agreed and provided that no damage can be detected. The Customer receives the purchase amount less the delivery and installation costs.

Article 4: Delivery and receipt

- 4.1: The by F.I.C. specified delivery times are only indicative. Exceeding any delivery term does not entitle the Customer to compensation, nor the right to cancel the order or to dissolve the agreement, unless the exceeding of the delivery term is such that the Customer cannot reasonably be expected to maintain the agreement. In that case, the Customer is entitled to cancel the order or to dissolve the agreement insofar as this is necessary. Customized Products that are produced to order cannot be cancelled after the order has been invoiced.
- 4.2: F.I.C. is entitled to deliver the ordered Products in parts and to invoice the delivered goods separately.
- 4.3: The delivery of the Products will take place at the place and time at which the Products are ready for shipment to the Customer, irrespective of what is agreed between F.I.C. and the Customer with regards to transport and any insurance.
- 4.4: The Customer has the obligation to examine at delivery whether the Products meet the agreement. In the event of a defect and / or damage to the packaging, the Customer must open the packaging in the presence of the carrier and check the goods for damage and the Customer must make a note on the consignment note of any damage. If it has been established that the Product is damaged as a result of the defective packaging, the Customer may refuse the Product and return it to the carrier. The Customer must inform F.I.C. as soon as possible and in any case within two (2) working days after delivery, or after observation was reasonably possible, in writing and with reasons of (transport) damage or other defects.

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4.5: If the Customer refuses delivery in other cases as referred to in the previous paragraph, F.I.C. can charge the Customer for the resulting costs. In addition, in that case, F.I.C. has the right to dissolve the agreement, without prejudice to the right to claim total compensation.

4.6 Delivery & return policy

Our policy with explanation

Up to 30 days after receiving your Sparckel: If you are not satisfied, you will get a refund of the product purchase*.

When ordering a Sparckel, the costs for delivery within the Netherlands are included in your purchase price. There are delivery costs for international deliveries. They can be seen in the webshop cart when checking out.

The costs for return are the responsibility of the customer. Paying the costs for return package with insured contents at a parcel service, such as PostNL, DHL or another party.

Delivery

After committing to an order, the model will be sent insured via parcel post to your specified address. We do this, if in stock, within 2 weeks after receiving your order. You will receive an email with track & trace information.

The Bright Brenda is only available in the Netherlands. If you have ordered it, we will make a personal appointment to deliver and install it. This model cannot be sent by parcel post due to the size of the lamp. If the product is in stock, we will schedule the appointment within 1 week of receiving your order.

Return procedure

If you are not satisfied, send us an email at info@sparckel.nl with return in the subject. We would like to hear your reason and we will contact you. The models you decide to return must not show signs of use or damage. Upon receipt of your package you can view, touch and try the products as in a showroom. But if you use them for more than 30 days, it means you accept them. You must return the goods to us in the original packaging. All returned products must be complete and include all original packaging, manuals and other accessories, as well as documentation. Do not write on the original box. As a final step, the box must be sealed with a wide adhesive tape. The liability for improper sealing lies with the customer. Offer packages for increased liability shipping.

The address label:

Return shipment for Sparckel
SPS Logistics Center
High Tech Campus 29
5656 AE Eindhoven

Refund

We would like to receive your Sparckel back damage-free, as you received it new. After receipt and inspection, we will send you an email to let you know the status. Your money will be refunded within 15 working days to the bank account that was also used for the purchase. In the event of any damage, we will inform you further about the estimated repair costs.

Article 5: Complaints & Warranty

5.1: The customer must inspect the delivered goods (hereafter: the Products) as fully as possible immediately after delivery. Any complaints about malfunctions or defects with regard to the Products, including differences in composition or quality between the delivered Products and the description given in the agreement, must be submitted and reported to F.I.C. no later than within two (2) working days after delivery or upon completion, in writing and with reasons. Malfunctions or defects that cannot reasonably be detected within the aforementioned period must be notified to F.I.C. in writing and with motivation immediately after discovery and no later than fourteen (14) days after delivery or completion. to be reported. In the absence of timely complaint, all possible claims of the Customer in respect of failures or defects with regard to the Products shall expire. The Customer is also obliged to keep a defective part and return free of freight charges to F.I.C., at the first request of F.I.C..

5.2 The warranty on the Products of F.I.C. is two (2) years. In case of defects, F.I.C. has the right to exchange or repair the Products first. The warranty covers all mechanical and electronic parts and defects caused by manufacturing defects.

5.3: Our warranty provision can only be invoked under normal use. Excessive or unnatural damage and wear, or damage due to improper use are not covered under this provision.

5.4: To invoke the warranty provision, the Customer must prove that the Product has been purchased with a purchase invoice and that the payment has been made.

5.5: Return of the Products can only take place with the prior written permission of F.I.C..

5.6: If a Product cannot be repaired or if the exchanged Product also shows defects, the Customer may return Products against refund of the full purchase amount. The warranty does not affect the statutory rights of the consumer.

5.7: The complaint does not release the Customer from its payment obligations towards F.I.C..

5.8: In the event that warranty conditions deviating from the agreement with the Customer are included, these will prevail over the warranty provisions mentioned in this article.

Article 6: Complaints and return

6.1: A complaint is unfounded if the Product has not been used in accordance with the instructions for use, the Product has been used improperly, has not been used in accordance with the purpose or the defect was caused by carelessness on the part of the Customer.

6.2: Products that are the subject of a complaint may only be returned by the Customer to F.I.C. after prior written permission from F.I.C., or after F.I.C. has indicated that it wishes to receive the goods back. F.I.C. has the right to give instructions on the manner of shipment.

6.3: If it is shown that the Products do not comply with the agreement, F.I.C. has the choice to replace the relevant Products with new Products by return or to refund the invoice value thereof.

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6.4: If, on the basis of a well-founded complaint, F.I.C. the faulty good has been repaired or replaced, then F.I.C. is deemed to have delivered on time, even if as a result, a deadline set by the Client has been exceeded.

Article 7: Reservation of ownership

The ownership of the delivered Products will only pass, if the Customer has received all that the Customer is due on the basis of any agreement with F.I.C.. The risk in respect of the Products already passes to the Customer at the time of delivery (see article 4, paragraph 3).

Article 8: Intellectual and industrial property rights

8.1: The Client acquires with the purchase of a Product from F.I.C. a user right to electronic documentation and software (hereinafter: Software).

8.2: The Customer acknowledges that the Software is protected by copyright and other intellectual property and property rights. F.I.C. and its third party licensors retain all such rights with respect to the Software.

8.3: The Customer must fully and unconditionally respect all intellectual and industrial property rights that rest on the delivered Products.

8.4: The Customer is not permitted to remove or change any indication regarding copyrights, brands, trade names, patents or other rights from the delivered Products.

8.5: The rights to the data referred to in this article remain the property of F.I.C. irrespective of whether the Customer was charged for the production of the same. This data may not be used without prior written permission from F.I.C. nor be copied, or shown to third parties. The Customer is due to F.I.C. of this provision a fine of twenty-five thousand euros (€ 25,000) per violation, without prejudice to the right of F.I.C. to claim full compensation.

Article 9: Liability

9.1: F.I.C. accepts liability for damage suffered by third parties, insofar as this ensues from the Product Liability Act (Wet Productaansprakelijkheid) and to maximums based on this Act.

9.2: Other or more extensive damage, than that arising from the provisions in the previous paragraph, is not accepted by F.I.C., unless there is demonstrable intent or gross negligence on the part of F.I.C.. If F.I.C. is liable on the basis of the above, liability for damage caused by loss of profit and consequential damage is explicitly excluded.

9.3: The liability of F.I.C. is limited at all times to a maximum of the amount of the Product or Products resulting in the damage, on the understanding that this amount in the event of damage related to injury to a person shall not exceed twenty-five thousand euros (€25,000) and in any case will be limited at all times to a maximum of the amount that the insurance company will pay out to F.I.C., without the Customer being entitled to any form of compensation.

9.4: Any other damage, loss of profit and consequential loss, also included as a result of non-executed or late delivery is explicitly excluded.

Article 10: Force majeure

10.1: Without prejudice to the other rights, F.I.C. is entitled to, in case of force majeure, the right to suspend the execution of the order at its own discretion, or to dissolve the agreement without judicial intervention, such by informing the Customer in writing, without this being done F.I.C. is liable for any compensation, unless in the circumstances, this would be unacceptable by standards of reasonableness and fairness.

10.2: For so many F.I.C. at the time of the occurrence of force majeure its obligations under the agreement have already been partially fulfilled or will be able to fulfil, then F.I.C. is entitled to invoice the part already fulfilled or to be fulfilled. In that case, the Customer is obliged to pay this invoice as if it were a separate agreement.

10.3: If there is bankruptcy, seizure, or a receivership at the Client, F.I.C. has the right to dissolve the agreement immediately.

Article 11: Communication

For misunderstanding, mutilation, delays or inadequate delivery of orders and announcements as a result of the use of the Internet or any other means of communication in the traffic between the Customer and F.I.C., or between F.I.C. and third parties, insofar as it relates to the relationship between the Customer and F.I.C., F.I.C. is not liable, unless and insofar as there is a case of demonstrable intent or gross negligence of F.I.C..

Article 12: Order processing

12.1: If the Customer makes a written statement to F.I.C. on an address, F.I.C. entitled to send all orders to that address, unless the Customer to F.I.C. makes a written statement of another address to which orders must be sent.

12.2: When F.I.C. permits for a short or longer period of time, tacit deviations from these Terms and Conditions, this does not affect its right to demand immediate and strict compliance with these Conditions. The Customer can never assert any right on the grounds that F.I.C. has applied these Terms and Conditions smoothly in exceptional cases.

12.3: F.I.C. is authorized to use third parties in the execution of order(s).

Article 13: Privacy policy

13.1: F.I.C. Respects the privacy of the Customer and thereby recognizes the importance of using F.I.C. collected personal data (against misuse).

13.2: The Customer does not have to provide personal details in order to visit our website(s).

13.3: On the website(s) of F.I.C. Personal data are collected in different places. This is done via electronic forms that the Customer must complete when ordering a Product, when the Customer subscribes to a newsletter, when the Customer requests information, participates in a survey or competition, or uses another service that is the website(s) is offered.

13.4: The personal data provided by the Customer via such forms are included in the files of F.I.C.. These data and files are used to provide the requested Product(s), service(s) or information to the Customer. This information is not provided to third parties, unless directly related and unavoidable in the delivery (for example a transporter) of the requested Product(s), service(s) or information.

13.5: The Client has the right of inspection and improvement with regard to personal data. The Customer must send and submit a dated and signed request with a copy of the identity card to F.I.C..

13.6: This privacy policy only applies to the website (s) of F.I.C. and not for any third party websites that are referred to by hyperlinks or other references on our website (s).

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13.7: By using our website(s), the Customer agrees to the conditions stated in this privacy policy.

13.8: Applicable is always the latest version, as it applied at the time of the conclusion of the agreement.

13.9 F.I.C. reserves the right to change these general terms and conditions.

Article 14: Provisions loan agreement Sparckel

F.I.C. (with its tradename Sparckel) can enter into an agreement whereby a User, being a potential Customer, has the right to have Sparckel on loan for a certain period with an Effective Date and an Expiry Date.

Having regard to the following considerations: Sparckel makes its products available to customers for the purpose of selling, in order to enable them to test these products for use. The user is a Sparckel customer and wishes to test the products listed on the Receipt Confirmation under the following conditions.

14.1 Loan

- a. Sparckel will provide the user on loan or on loan to the products, as described in the confirmation of receipt and/or packing slip.
- b. The products are the property of F.I.C. and Sparckel will at all times be given the opportunity to check whether the products are used in accordance with the set conditions.
- c. The user will not lend, encumber or sell the products without explicit written permission from F.I.C..

14.2 Obligations of the user

- a. The products will only be used for the purpose for which they were made and intended. The user shall not modify or change the products as specified on the confirmation of receipt and/or packing slip without written permission from Sparckel.
- b. The products will at all times be used in strict accordance with the instructions of Sparckel and the specifications by persons who are competent.
- c. The user will insure the goods if necessary and keep them insured against damage caused by molestation, loss, theft and damage, among other things as a result of fire.

14.3 Consequences of termination

- a. Upon termination of this agreement F.I.C. has, for whatever reason, no financial obligation to the user.
- b. On the expiry date of the agreement, unless terminated earlier, the user will ensure that the products are ready for return by Sparckel.

14.4 Failure to return

- a. If the user fails to return the products before the expiry date of the agreement, the user agrees to the purchase of the products on loan at the current gross price without the user having issued a purchase order for this. The user will receive an invoice for this, which must be paid within fourteen (14) days after the invoice date.
- b. If the user indicates that he wants to purchase the products, the user will receive an invoice for this, which must be paid within fourteen (14) days after the invoice date.

14.5 Liability

- a. The user is responsible for loss and / or damage of the products from receipt of the products and remains responsible until the products are returned to and received by Sparckel.
- b. In the event of loss or damage, Sparckel reserves the right to proceed to repair or replacement and to invoice the user accordingly. The user agrees to payment of the costs incurred within thirty (30) days after receipt of the invoice.
- c. Liability for damage related to the delivery of goods is limited, as stipulated in these General Terms and Conditions of Sparckel.
- d. The user is at all times responsible for all costs resulting from non-execution and / or negligence in relation to what is stated in this agreement, including legal assistance costs and interest according to legal standards.

Article 15: Applicable law and competent court

15.1: Only Dutch law applies to all rights, obligations, offers, orders and agreements to which these Terms and Conditions apply, as well as to these Terms and Conditions.

15.2: All disputes between the parties will only be submitted to the competent court in Eastern Brabant (Oost-Brabant). The foregoing also applies if the goods are delivered in whole or in part abroad and / or the Customer is located or resides abroad, unless imperative otherwise from Dutch law.

15.3: If one or more of the provisions of these Terms and Conditions or any other agreement with F.I.C. were to be in violation of any applicable legal provision, the relevant provision will lapse and will be replaced by a new legally permissible comparable provision by F.I.C..

15.4: The applicability of the Vienna Sales Convention is excluded.

15.5: If an agreement with the Customer has been ratified by several persons, F.I.C. has the right of joint and several liability, in order to claim damages in the event of damage to one of the persons who entered into the agreement.

Article 16: Translation and version

In the event that these Terms and Conditions are made available in a language other than the English language and a dispute arises, the Terms and Conditions set in the English language will prevail at all times.