

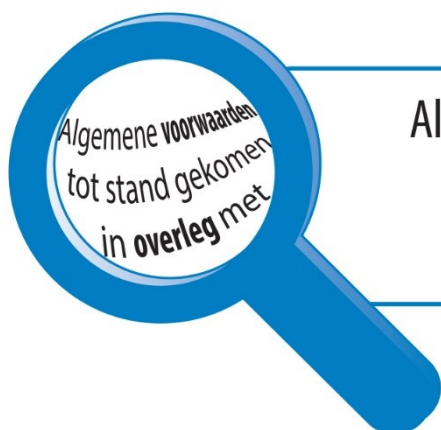


General Terms and Conditions for Optics Companies

For online sales

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Algemene voorwaarden tot stand gekomen in overleg met Consumentenbond

SER Zelfreguleringoverleg

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Article 1 - Definitions

Terms used in these General Terms and Conditions are defined as follows:

- Optics: Measurements for visual aids, including making subjective and/or objective measurements of the eyes and/or examining the eyes for abnormalities; measuring, adjusting, assembling and/or fitting and/or repairing and/or selling visual and/or optical aids (such as contact lenses and low-vision aids).
- The Entrepreneur: A natural person or legal entity in the optics business and affiliated with the Nederlandse Unie van Optiekbedrijven (Dutch Union of Optics Companies, NUVO).
- The Consumer: The buyer and/or client, a natural person who, not in connection with their profession or business, uses the services and/or products of the optics company.
- Contract: Every Distance Contract related to the purchase of movable property that is concluded between the Entrepreneur and the Consumer, any change or addition thereto, as well as all legal and other acts in preparation and for the performance of the Contract.
- Distance Contract:* A Contract where, up to and including the conclusion of the contract, exclusive use is made of one or more means of distance communication, such as the internet.
- The Dispute Resolution Committee: De Geschillencommissie Optiek, PO Box 90600, 2509 LP The Hague www.degeschillencommissie.nl

Article 2 - Scope

These General Terms and Conditions apply to all distance offers from the Entrepreneur and Distance Contracts concluded between the Entrepreneur and the Consumer with regard to Optics.

Article 3 - Advance information

1. Before an offer is made or a Contract is concluded, the Entrepreneur has the duty to acquaint themselves with all relevant information related to the performance of the work and the Consumer has the duty to provide this information to the Entrepreneur truthfully and as completely as possible.
2. Before the Contract is concluded, the Entrepreneur shall send the Consumer all relevant information required by law in writing, or in such a way that it can be saved by the Consumer in an accessible manner on a durable data storage device, including but not limited to:
 - a. the physical address of the business location of the Entrepreneur where the Consumer can go with complaints;
 - b. the conditions under 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;
 - c. information about warranties and existing after-sales service;
 - d. the applicability of the NUVO code of conduct and how the Consumer can consult it;
 - e. the information included in Art. 5(2), unless this has already been provided to the Consumer;
 - f. if applicable: the minimum duration of the obligations for the Consumer arising from the Contract;
 - g. the requirements for cancelling the Contract if it concerns a subscription.
3. In the event of a continuing performance contract, the provision in the previous paragraph only applies to the first delivery. A continuing performance contract is a Contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time.

Article 4 - Prices

1. The price for the goods and/or services to be delivered is the price as stated in the offer of the Entrepreneur. During the term indicated in the offer, the prices of the goods and/or services offered shall not be increased.
2. If any additional costs, such as freight, delivery or postage costs, are charged to the Consumer, the Entrepreneur must specifically notify the Consumer of this prior to the conclusion of the Contract.
3. All prices are stated in Euros and include sales tax.

Article 5 - Offers

1. An offer contains a complete and accurate description of the products and/or services offered as required by law. The description is sufficiently detailed to enable the Consumer to make a proper assessment of the offer. Obvious oversights or errors in the quotation are not binding for the Entrepreneur.
2. In the offer, the Entrepreneur shall also state the information required by law, including, but expressly not limited to, their identity, trade name, and the geographical address where the Entrepreneur is located, as well as a telephone number, fax number, and email address, the total price including taxes, and the payment method.

Article 6 - Performance of the Contract

1. The Entrepreneur guarantees that any item delivered complies with the Contract, in view of the communications that the Entrepreneur and their suppliers have made about the item. The Entrepreneur also guarantees that the item has those properties that are required for normal use, as well as for a special use in so far as this has been agreed, preferably in writing, with the Consumer.
2. The Entrepreneur guarantees that the work performed by them complies with the Contract and is carried out with good workmanship and using sound materials.
3. The Consumer can no longer invoke the provisions of paragraphs 1 and 2 if they, or a third party, have carried out repairs or other activities related to the goods delivered by the Entrepreneur without the prior written consent of the Entrepreneur, or if the Consumer is to blame for the fact that the delivered goods no longer conform with specifications. This provision does not affect the rights that the Consumer has if the Entrepreneur fails to comply with the Contract.

Article 7 - Right of withdrawal

1. For a period of 14 days after purchasing goods, the Consumer has the option of terminating the Distance Contract without giving reasons. This cooling-off period commences on the day after receipt of the product by the Consumer or a representative designated by the Consumer and made known to the Entrepreneur in advance.
2. In the case of service provision, the Consumer has the option to dissolve the Distance Contract without giving reasons for a period of at least fourteen days, starting on the day of entering into the Distance Contract.
3. The Entrepreneur excludes the Consumer's right of withdrawal, in accordance with the applicable legal provisions, for goods:
 - a. created by the Entrepreneur according to the Consumer's specifications;
 - b. that are clearly of a personal nature;
 - c. that cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. whose price depends on fluctuations in the financial market beyond the Entrepreneur's control;
 - f. that are delivered on the basis of a Distance Contract in which the Consumer has specifically requested that the Entrepreneur visit them in order to carry out urgent repairs or maintenance, with the exception of additional services not expressly requested

- by the Consumer and the delivery of other goods that are necessary to carry out maintenance or repairs;
 - g. that are not suitable for return for health protection or hygiene reasons and whose seal has been broken;
 - h. that due to their nature have been irrevocably mixed with other goods after delivery.
4. The Entrepreneur excludes the right of withdrawal for services that have been fully performed within the cooling-off period if delivery commenced with the explicit consent of the Consumer and the Consumer has explicitly waived their right to termination.

Article 8 - Obligations of the Consumer and costs in case of withdrawal

1. In order to exercise their right of withdrawal, the Consumer shall follow the reasonable and clear instructions provided by the Entrepreneur with the offer and/or upon delivery at the latest.
2. The Consumer will return the goods received by them to the Entrepreneur without delay and in any case within fourteen days after invoking the right of withdrawal.
3. During the cooling-off period, the Consumer will handle the product and packaging with care. They will only unwrap or use the product to the extent necessary to assess whether they wish to keep the product. If they exercise their right of withdrawal, they will return the product to the Entrepreneur with all accessories included in delivery and - if reasonably possible - in the original condition and packaging, in accordance with the reasonable and clear instructions provided by the Entrepreneur.
4. If the Consumer exercises their right of withdrawal as referred to in the previous article, the Entrepreneur will immediately, but no later than fourteen days after the day of receipt of notification from the Consumer, refund all payments received from the Consumer, including the delivery costs.
5. The Consumer bears the direct costs of returning the product, unless otherwise agreed.
6. Unless the Entrepreneur has offered to collect the goods delivered on the basis of the terminated Distance Contract themselves, the Consumer can only claim the fulfilment of the obligation referred to in paragraph 4 after the Entrepreneur has received the goods or the Consumer has demonstrated that they have dispatched the goods.

Article 9 - Cancellation

1. The Consumer may cancel the Contract before delivery has taken place. In case of cancellation, the Consumer is obliged to pay the Entrepreneur compensation of 30% of the purchase amount.
2. The Entrepreneur can deviate from the previous paragraph in favour of the Consumer.
3. The previous paragraphs do not apply if the Consumer exercises a right of withdrawal accruing to them.

Article 10 - Delivery

1. The Entrepreneur will exercise the greatest possible care in the performance of the Contract.
2. The Entrepreneur will deliver the products to the Consumer promptly, but within 30 days at the latest, unless the Consumer and the Entrepreneur have agreed on a different delivery period.
3. The product will be at the Consumer's risk once the Consumer has received the product.
4. The Consumer is obliged to take receipt of the ordered or purchased products as soon as possible after they have been made available to the Consumer by the Entrepreneur.

Article 11 - Payment

1. The amount due to the Entrepreneur must be paid no later than 14 days after delivery of a product or provision of services, unless the parties agree otherwise.
2. If the Consumer fails to make full payment, a reminder shall be sent to the Consumer free of charge with the request to make full payment within fourteen days, counting from the day after the Consumer has received the reminder.
3. If the Consumer does not fully comply with their payment obligations, even after the second period (after the reminder), the Entrepreneur is entitled to collect the amount owed plus statutory interest and collection costs, as referred to in Article 12, without further notice being required.

4. If the Entrepreneur can charge the purchase amount in full or in part to a third party, such as the Consumer's health insurer, the Consumer remains responsible for payment of the full purchase amount. If the third party does not pay the charged amount in full, the Entrepreneur can still charge the Consumer for the amount not paid by the third party.

Article 12 - Statutory interest and extrajudicial costs

1. In the event of late payment of an amount due, the receiving party has the right to charge the statutory interest pursuant to Art. 6(119) of the Dutch Civil Code, to be calculated from the day on which the failure to pay commences.
2. The extrajudicial costs that a party incurs to enforce payment of a debt can be charged to the defaulting party. The amount of these extrajudicial collection costs is subject to legal limits. These may be deviated from in favour of the Consumer.

Article 13 - Liability

1. The Entrepreneur is liable to the Consumer for damage resulting from a failure by the Entrepreneur in the performance of the Contract, unless this failure cannot be attributed to the Entrepreneur or to persons engaged by the Entrepreneur for the performance of the Contract.
2. The Entrepreneur accepts liability for injury and/or property damage caused to persons or products in the performance of the Contract in those cases in which the Entrepreneur can be seen as a producer within the meaning of Art. 6(187) para. 2 of the Dutch Civil Code.
3. The Consumer is liable to the Entrepreneur for damage resulting from a failure of the Consumer in the performance of the Contract, unless this failure cannot be attributed to the Consumer.
4. Damage to products that are offered for repair and/or other treatment and that, given their age, entail an increased risk of damage, is at the expense and risk of the Consumer, provided that the Entrepreneur has notified the Consumer of this in advance.

Article 14 - Non-performance of the Contract

If one of the parties does not comply with the Contract, the other party is entitled to terminate the Contract, unless the failure does not justify termination in view of its minor significance.

Article 15 - Retention of title and right of retention

1. The Entrepreneur reserves the ownership of the supplied products until they have been paid for in full, including any costs arising from Art. 11(3), without prejudice to the rights accruing to the Consumer by law.
2. In case of repair of the goods supplied, the Entrepreneur is entitled to exercise the right of retention accruing to them by law. In that case, the Entrepreneur will retain the goods supplied until the Consumer has paid all outstanding invoices relating to the goods supplied in full. The Entrepreneur is not entitled to a right of retention if they perform certain services on their own authority or perform activities for which the Consumer has not given them an order to do so.

Article 16 - Complaints

1. The Consumer must submit any complaint about a defective product and/or service to the Entrepreneur, described as fully and clearly as possible, within a reasonable time after the Consumer has discovered or should reasonably have discovered the defect. Timely notification is in all cases within two months of the discovery.
2. In the event of complaints, the Consumer is only entitled to withhold that part of the invoice that is in reasonable proportion to the content and seriousness of the complaint. This does not release the Consumer from their obligation to pay the remaining part of the invoice within the agreed period.
3. The Consumer must always give the Entrepreneur the opportunity to take due note of complaints and to arrange for replacement or repair of the goods delivered.
4. If replacement or repair as referred to in the previous paragraph is not possible, or if this cannot be demanded of the Entrepreneur, or if the Entrepreneur does not arrange for replacement or

repair within a reasonable period and without serious inconvenience, the Consumer is entitled to terminate the Contract.

Article 17 - Dispute resolution

1. Disputes between the Consumer and the Entrepreneur about the realisation or performance of Contracts with regard to services and goods delivered or to be delivered by this Entrepreneur can be submitted by both the Consumer and the Entrepreneur to the Geschillencommissie Optiek, Bordewijklaan 46, PO Box 90600, 2509 LP The Hague. (www.degeschillencommissie.nl).
2. A dispute will only be handled by the Dispute Resolution Committee if the Consumer has first submitted their complaint to the Entrepreneur.
3. If the complaint does not lead to a resolution, the dispute must be submitted to the Disputes Resolution Committee in writing or in another form to be determined by the Committee no later than 12 months after the date on which the Consumer submitted the complaint to the Entrepreneur.
4. When the Consumer submits a dispute to the Dispute Resolution Committee, the Entrepreneur is bound by this decision. If the Entrepreneur wishes to do this, they must ask the Consumer in writing to state whether they agree to this within five weeks. The Entrepreneur must announce that they will consider themselves free to submit the dispute to the ordinary courts after the aforementioned term has expired.
5. The Dispute Resolution Committee will make a decision with due observance of the provisions of the regulations applicable to it. The regulations of the Dispute Resolution Committee will be sent on request. The decisions of the Dispute Resolution Committee are made by way of binding recommendation. The handling of a dispute is subject to a fee.
6. Without prejudice to the above, the Consumer shall at all times have the right to submit a dispute to the Dutch courts.

Article 18 - Performance guarantee

1. The NUVO guarantees compliance with the binding recommendations for its members, unless the member decides to submit the binding recommendation to the courts for review within two months after it was sent. This guarantee is revived if the binding recommendation is upheld after review by the courts and the judgement proving this has come into effect. NUVO will pay up to €10,000 per binding recommendation to the Consumer. For the excess, NUVO has a best-efforts obligation to ensure that the member complies with the binding recommendation. This best-efforts obligation means that the Consumer is offered to transfer their claim to NUVO, after which this organisation will request payment in its own name and at its own expense in order to pay the Consumer.
2. NUVO does not guarantee performance of this if, after the Consumer has complied with the formal requirements (payment of complaint-filing fee, return of completed and signed questionnaire and any deposit payment), one of the following situations occurs before the dispute has been handled:
 - The member is granted a moratorium on payments;
 - The member is declared bankrupt;
 - The business activities have in fact been terminated.
 - The determining factor for this situation is the date on which the business closure was registered in the Trade Register or an earlier date for which NUVO can demonstrate that the business activities were definitively terminated.

Article 19 - Amendments

1. NUVO will only amend these General Terms and Conditions in consultation with the Consumers' Association.
2. The provisions of paragraph 1 do not affect the fact that the Consumer and the Entrepreneur can make individual agreements deviating from these General Terms and Conditions in favour of the Consumer. It is recommended that such agreements be recorded in writing.

