

Article 1 - Scope

1. NEONIS Luxury Led Lights is a NEONIS company and www.neonis-lighting.com is one of the NEONIS websites.
office address: Veerdijk 42c 1531 MS Wormer, The Netherlands.
Email address: support@neonis-lighting.com; Chamber of Commerce number: 67239676; VAT number: NL001347933B78.
2. These general terms and conditions apply to every internet agreement concluded - for example via www.neonis-lighting.com - and delivery between the customer and NEONIS.
3. A reference by the customer to his own general purchase or delivery conditions and the applicability thereof, is expressly rejected by NEONIS. The customer's conditions therefore do not apply.
4. By placing an order, the customer accepts to be bound by these terms and conditions and declares that he has read and understood these.
5. The General Terms and Conditions in English or Dutch can be sent on request and can also be downloaded at any time on the above-mentioned site.
6. The provisions of the quotation, offer or agreement take precedence if they conflict with the provisions of these General Terms and Conditions. If specific product or service conditions apply, in the event of a conflict, the customer can invoke the most favourable provision for the customer.
7. By "written" in these General Terms and Conditions is also meant by e-mail.

Article 2 - Offers

1. All quotations and offers from NEONIS are without obligation, unless otherwise agreed in writing. This also applies to the deliverability, delivery time, pricing and implementation. Each offer contains such information that it is clear to the customer what rights and obligations are attached to accepting the offer.
2. Each quotation is based on the pricing used at that time. If it changes after that time, NEONIS reserves the right to adjust the prices afterwards. Changes can be, but not limited to, because currency exchange rates change or when a supplier changes prices.
3. An offer is a one-off. For future orders, the customer cannot therefore assume the same agreements.
4. Tenders that contain several products must be accepted in their entirety.
5. Errors may be corrected by NEONIS. The customer cannot derive any rights from this.
6. Quotations expire 14 calendar days after the date of the quotation, unless agreed otherwise in writing.
7. All prices on our website www.neonis-lighting.com do not include VAT/BTW due to different tax regulations for B2B and B2C clients. 0% VAT/BTW applies to consumers outside the EU and companies outside the Netherlands. Otherwise, that is for all consumers inside the EU and companies inside the Netherlands, we are required to add 21% VAT/BTW.

Article 3 - Formation of the agreement

1. The agreement is established after receipt of an order confirmation and / or invoice issued by NEONIS concerning the order placed by the customer and the customer's compliance with the corresponding conditions.
 2. The (name and address) data provided by the customer in the context of the agreement are correct, complete and up-to-date. The customer has the duty to immediately report any inaccuracies in payment data provided or specified to NEONIS.
 3. NEONIS may inform itself whether the customer can meet the payment obligations and of facts and factors that are important for a responsible conclusion of the agreement. If NEONIS has good reasons not to enter into the agreement, NEONIS may refuse an order or request or attach special conditions to the implementation.
 4. NEONIS may immediately, without prior notice to the customer, suspend or fully dissolve the performance of the agreement if:
 - the customer does not (timely) fulfil their obligations under the agreement;
 - there is bankruptcy, (provisional) suspension of payment, a guardianship order, debt restructuring or shutdown, liquidation or full or partial transfer of your company.
- NEONIS does not have to pay compensation to the customer and also has the right to claim compensation and / or payment itself.

Article 4 - Cooling-off period (cancellation)

1. All NEONIS lighting products are made in our workshop at the request and specification of the customer.
2. The right of withdrawal after delivery of products manufactured to specifications or commissioned by the customer is therefore expressly excluded.
3. NEONIS starts (unless otherwise agreed) the production of the customer order after receiving the first down payment based on the order confirmation and invoice sent by NEONIS.
4. The customer can terminate an agreement concluded via the website with regard to the manufacture of a product during a cooling-off period of 14 days without giving reasons. NEONIS may ask the customer for the reason for the cancellation, but the customer is not obliged to state the reason (s).
5. The cooling-off period referred to in paragraph 4 starts on the day after the customer has received the agreement.
6. If the customer makes use of the right of withdrawal, the customer must notify NEONIS of this within the cooling-off period by email or in another unambiguous manner.

Article 5 - Obligations of NEONIS in case of withdrawal

1. NEONIS will send a confirmation of receipt after receipt of the notification as referred to in Article 4.6, if possible via email.
2. NEONIS refunds the customer's down payment, directly or within 14 days following the day on which the customer notifies NEONIS of the cancellation.
3. NEONIS uses the same payment method that the customer has used for reimbursement, unless the customer agrees to a different method. The reimbursement is free of charge for the customer.

Article 6 - Prices and payment

1. The prices mentioned (unless otherwise stated) include VAT/BTW and in Euro.
2. The prices are subject to printing and typing errors.
3. The prices are (unless stated otherwise) excluding shipping costs, which are made known separately.
4. Unless explicitly agreed otherwise, the prices quoted to the customer do not include government taxes or other charges that may be due on the sale or purchase of the goods and materials. The customer is only liable for paying such taxes or duties and, if they are charged to us or must be paid by us legally, the customer will immediately refund this to us.
5. The information specified in 6.1. said prices are not increased by NEONIS after the conclusion of the agreement, unless legal measures make this necessary or if our supplier implements interim price increases. In that case, the customer is authorized to dissolve the agreement by means of a written statement to NEONIS.
6. For payment, use can be made of the payment options specified on the website and / or invoice and under the conditions stated therein.
7. The unconditional payment of the invoice amount or part thereof is considered as acceptance of our order and invoice.
8. NEONIS is entitled to refuse an order or request or to attach special conditions to the implementation, such as advance payment. In that case, the delivery time starts when the payment is received by NEONIS.
9. If the payment period as stated on the invoice is exceeded, the customer will owe interest of 1% per month from the due date, unless the statutory commercial interest is higher, then this interest is owed on the outstanding amount. A part of the month is then counted as a full month. No notice of default is required for this.
10. All extrajudicial costs associated with a possible collection will be borne by the customer. The extrajudicial costs are set at a minimum of 15% of the total amount to be claimed (with a minimum of € 125.- and are due at the time the claim is handed over for collection, without prejudice to NEONIS's right to surplus these costs. to recover from the customer.
11. In the event of late payment, NEONIS is entitled to cease all further deliveries, without being obliged to still deliver after receiving the overdue payments.

12. The customer is not entitled to set off what the customer owes NEONIS.
13. If the customer complains in time, this does not suspend the payment obligation. Even in that case the customer is still obliged to purchase and pay for other ordered products.
14. Objections to the amount of an invoice also do not suspend the payment obligation. If there are inaccuracies in payment details, the customer must immediately report this to NEONIS.

Article 7 - Images and specifications

1. All images of products as well as associated specifications, sizes and data as shown on the website "www.neonis-lighting.com" are only approximate. The product ultimately delivered to the customer may deviate to some extent from these images or specifications in terms of colour, size, etc. This does not mean that the product does not comply with the agreement.
2. Obvious mistakes or errors with regard to paragraph 1 of this article do not bind NEONIS.

Article 8 - Delivery

1. NEONIS will take the greatest possible care when receiving and implementing orders. The stated delivery times in quotations, offers and on the website serve as an indication. No rights can be derived from this and the terms are not binding.
2. The place of delivery is the address that the customer has made known to NEONIS.
3. Deliveries take place in the Netherlands. If the customer wants delivery to take place in another country, NEONIS has the right to charge extra shipping costs.
4. NEONIS is entitled to deliver in parts (partial deliveries), which can be invoiced separately.
5. If an order cannot or only partially be executed, the customer will receive a message as soon as possible after NEONIS has taken cognizance of this. The customer then has the right to terminate the agreement without costs.
6. In the event of dissolution in accordance with paragraph 5, NEONIS will immediately refund any amounts that have already been paid to NEONIS. The customer is not entitled to compensation.
7. The risk of the products rests with NEONIS until the moment of delivery to the customer, unless explicitly agreed otherwise.
8. If the customer refuses products or services or does not comply with your delivery agreements, NEONIS has the right to terminate the agreement with immediate effect or to dispose of the products immediately. NEONIS can recover the damage and / or costs that are / are incurred from the customer (eg transport costs).

Article 9 - Retention of title

1. All products supplied remain the property of NEONIS until full payment of all outstanding claims, interest and costs incurred has been obtained.
2. The customer may not resell these products, use them as payment, pledge or encumber them in any other way.
3. The customer may be expected to do everything in his power to protect the ownership of NEONIS.
4. If NEONIS has a claim under more than one agreement or delivery then these are deemed to form a whole, so that NEONIS can exercise its rights on all delivered goods until all obligations have been met by the customer.
5. NEONIS is entitled to take back the delivered goods that have remained the property of NEONIS by virtue of the preceding paragraphs, through which repossession the agreement will be terminated, without prejudice to NEONIS' right to claim all damage suffered and to be suffered as a result of the default. to tell the customer.
6. If third parties seize the products delivered under retention of title or wish to establish or enforce rights, the customer is obliged to immediately inform NEONIS thereof.

Article 10 - Warranty and conformity

1. NEONIS gives a guarantee on the product for hidden defects of one (1) year after delivery of the goods.
2. If it appears that a product is wrong, inadequate or incomplete, then (before proceeding to return) these defects must be reported in writing to NEONIS within 8 days after receipt (via the website or on the quotation or invoice).
3. If the customer has not checked the soundness of the delivered goods within 8 days of receipt, the customer is deemed to have approved the delivery.
4. Any return of the product must be in the original packaging (including accessories and accompanying documentation), in the condition in which the product was received.
5. If it appears that the product (s) delivered do not comply with the agreement, NEONIS will replace or repair these products free of charge or refund the amount paid. Labour costs are not reimbursed.
6. If the complaint proves to be unfounded, all costs incurred by NEONIS for the investigation will be borne by the customer.
7. If the warranty period has expired, all costs for repair or replacement will be borne by the customer.
8. The customer cannot invoke the guarantee referred to in paragraph 1 if
 - the delivered product (s) have been exposed to abnormal conditions;
 - the defect is the result of normal wear and tear;
 - the customer has not taken care of it as a careful owner;
 - acted contrary to our instructions and / or instructions;
 - the customer has repaired and / or modified the products himself or had them repaired and / or modified by third parties;
 - there are other circumstances beyond our control (such as weather conditions and damage caused during transport by the customer).

Article 11 - Liability

1. All liability for damage is excluded by NEONIS, except for legal liability and damage as a result of intention or gross negligence by NEONIS.
2. Liability of NEONIS is never higher than the invoice value of the part of the order for which NEONIS are held liable.
3. The liability of NEONIS is never higher than the amount paid by the insurer in that specific case.
4. If there is already liability then it can only apply for direct damage. NEONIS is never liable for indirect damage (including, but not limited to, consequential damage, damage due to lost profit or costs incurred to determine the extent and cause of a damage).
5. If the customer has shared incorrect and / or incomplete data with NEONIS, then NEONIS is not liable if this results in damage. In that case, NEONIS is also not obliged to deliver (partially) new or replacement products or to give money back.
6. The information on the website is compiled and maintained by NEONIS with constant care and attention. However, errors cannot always be prevented. No rights can therefore be derived from the information provided on the website. NEONIS accepts no liability for damage that results in any way from the use of the website or from the incompleteness and / or inaccuracy of the information provided on the website and / or damage as a result of the website being (temporarily) unavailable.
7. Every liability of NEONIS expires if the customer does not appeal to the shortcoming within one year after delivery and if the customer does not notify NEONIS in writing within one month of discovering the (possible) shortcoming.

Article 12 - Intellectual Property Rights

1. The customer may not make public or reproduce the work of NEONIS unless NEONIS has given written permission for this to the customer. NEONIS has copyright over all works produced by or on behalf of NEONIS.
2. The customer remains the owner of the documents that the customer has given to NEONIS for inspection.
3. All intellectual property rights, including, but not limited to, copyrights, trademark rights and database rights, on the information, texts, images, logos, photos and illustrations on the internet site and on the layout and design of the internet site belong to NEONIS and / or our licensors. The customer may not infringe on this, which also includes making copies of the internet site other than technical copies required for the use of the internet site.

Article 13 - Confidential information and personal data

1. The parties are obliged to keep secret all confidential information they receive about the company from the other party. This also applies to engaged third parties.

2. Information is confidential if this is indicated as such by one of the parties.

When NEONIS acts as controller within the meaning of the General Data Protection Regulation (hereinafter: AVG), the following provisions apply:

- NEONIS is responsible for the protection of personal data, the use of which by NEONIS is necessary for the correct preparation and implementation of the agreement.

- When NEONIS processes personal data, this is done with the utmost thoroughness and care and in accordance with the AVG.

- NEONIS only uses the personal data to the extent necessary to be able to serve the customer. The personal data will not be kept longer than is legally permitted or necessary for the execution of the agreement.

- NEONIS takes technical and organizational measures to ensure an adequate level of security with regard to personal data, taking into account the state of the art and the nature of the processing.

- If the person concerned wishes to invoke one of the rights that she has on the basis of the AVG, this request can be submitted in writing via support@neonis-lighting.com. NEONIS will process this request within the legal deadlines.

Article 14 - Force majeure

1. Shortcomings that cannot be attributed to NEONIS release NEONIS from the fulfilment of the agreed delivery times and / or delivery obligation. This without the customer thereby asserting any right to damage (compensation), interest or other costs.

2. If this period lasts longer than two months, either party may terminate the agreement without obligation to compensate any damage to the other party.

3. In any case, there is force majeure in the event of war, mobilization, riots, floods, non-timely or incorrect delivery by suppliers, fire, accidents, export and / or import restrictions, business disruptions, energy disruptions, strike and illness under staff.

4. In the event of force majeure, NEONIS will inform the customer as soon as possible. The customer then has the right to cancel in writing within 14 days after receiving this notification that part of the order that has not been executed. This does not affect the fact that the customer has to pay the remaining part that has been carried out.

Article 15 - Complaints

1. Complaints about the implementation of the agreement must be reported to NEONIS in full and clearly described within 8 days after the customer has discovered the defects via support@neonis-lighting.com.

2. Complaints will be answered by NEONIS within 14 days after the date of receipt. If a complaint requires a foreseeable longer processing time, the customer will receive a notification of receipt from NEONIS and an indication when the customer can expect a more detailed answer.

Article 16 - Other provisions

1. All agreements concluded by and with NEONIS are governed by Dutch law.

2. All disputes arising from or related to these conditions and the legal relationships that have arisen between the parties will, insofar as the law permits, in the first instance be settled exclusively by the competent court in Haarlem.

3. If a provision of these terms and conditions is declared void or non-binding, the other provisions will remain in force and an alternative provision will be agreed in mutual consultation that corresponds as much as possible to the old provision.

Article 17 - Amendment of these terms and conditions

1. NEONIS can always change the general conditions without prior notice.

2. NEONIS can announce changes to these terms and conditions by posting this on its website or by communicating in another way. It is therefore advisable to view the conditions from time to time. Changes also apply to existing agreements.