

FÉ Quartz, a lifestyle brand by Dorne International B.V.

GENERAL TERMS AND CONDITIONS CONSUMERS / WEBSHOP

DORNE INTERNATIONAL B.V.

Introduction

Below you will find our General Terms and Conditions. These apply in case you use, make or place an order via our Website (with online shop environment) www.fequartz.nl. By purchasing or ordering you indicate that you have read these General Terms and Conditions (including the delivery, warranty and payment terms and conditions) and that you agree and accept them in full. Dorne International B.V. reserves the right to change these General Terms and Conditions at any time. Because these General Terms and Conditions contain important information for you as a buyer, we recommend that you read them carefully and regularly check our website to see if there are any changes at that time. If you want to read these General Terms and Conditions again at a later time, we recommend that you save or print them. Of course you can always contact us if you have any questions!

Table of contents

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the reflection period

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

Article 9 - Obligations of the entrepreneur in the event of withdrawal

Article 10 - The price

Article 11 - Warranty and Conformity

Article 12 - Delivery and execution

Article 13 - Payment

Article 14 - Complaints procedure

Article 15 - Personal data

Article 16 - Cookie policy

Article 17 - Intellectual property

Article 18 - Liability

Article 19 - Final provisions

Article 1 – Definitions

In these terms and conditions the following definitions apply:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance selling contract and these items, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Reflection period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: customer/the natural person who does not act for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Duration agreement: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. Durable data carrier: any tool – including e-mail – that enables the consumer or entrepreneur to store information that is personally addressed to him or her in a manner that prevents future consultation or use during a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the consumer's option to cancel the distance contract within the cooling-off period;
9. Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance; Dorne International B.V. via Website/online shop: www.fequartz.nl
10. Distance selling contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement, use is made exclusively or partly of one or more techniques for distance communication;

11. Model withdrawal form: the model withdrawal form that the entrepreneur makes available that a consumer can fill in when he/she wants to make use of the right of withdrawal;
12. Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.
13. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur

Article 2 – Identity of the Entrepreneur

Dorne International B.V.
Nedereindseweg 578
3546 PV Utrecht, The Netherlands
+316 5366 8338 : available during office hours;
E-mail address: hi@fequartz.nl
Chamber of Commerce number: 82174237;
VAT identification number: NL862364887B01

Article 3 – Applicability

1. These General Terms and Conditions apply to every offer/all offers, agreements and deliveries of the Entrepreneur and to every agreement concluded (at a distance/selling at distance) between the Entrepreneur and the Consumer.
2. Before the (distance) agreement is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions can be looked into by the consumer and that - at request of the consumer - they will be made available free of charge as soon as possible.
3. If one or more provisions in these general terms and conditions are at any time wholly or partially void or voided, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will

be replaced in mutual consultation without delay by a provision whose purpose and purport should be approximated to the original as closely as possible.

4. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
5. Uncertainties about the content or interpretation of one or more provisions of our terms and conditions must be explained and assessed 'in the spirit' of these terms and conditions.
6. In case that the Consumer includes provisions or conditions in his order, confirmation or notification containing acceptance that deviate from or do not appear in the General Terms and Conditions, these are only binding if and insofar as they have been expressly accepted in writing by the Entrepreneur (Dorne International B.V.).

Article 4 – The offer

If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.

1. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
2. The offer contains the best possible description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer.
3. All images, specification data of products, services and/or digital content offered are indicative and cannot give rise to compensation or dissolution of the agreement. Obvious mistakes or errors in the offer are not binding on the entrepreneur. We would like to add the following specifically: FÉ's selenite is natural and real. Because of the various special characteristics of selenite, each piece of crystal therefore varies - even of the same size - in weight, shape, structure and color (shade). FÉ, with its unrepeatable design, is therefore offered to the consumer per weight class. Every lamp is different, which is why the photos we use are purely indicative.
4. Dorne International B.V. cannot guarantee that the digitally reproduced colors correspond exactly to the real color scheme.

5. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 – The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of 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 secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance selling contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the implementation.
5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur will make available the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 6. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 7. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 8. the information about guarantees and existing after-sales service;
 9. the price including all taxes of the product, service or digital content; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance selling contract;

10. the requirements for terminating the agreement in case the agreement has a duration of more than one year or is of indefinite duration;
11. If the consumer has a right of withdrawal, the model withdrawal form. Both the Return Policy and the Return/Form of Withdrawal have been made available and made transparent via the Entrepreneur's website:
www.fequartz.nl
12. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

RETURN POLICY / WITHDRAWAL

The specific return policy of the Entrepreneur (Dorne International B.V.) and the rights and obligations of the Entrepreneur and Consumer is hereby expressly referred to (and reference is made to): the Return Policy on the website, made available to the consumer via the website www.fequartz.nl and can be found and downloaded here. It is the responsibility and duty of the consumer to take cognizance of this and to act accordingly and by accepting the General Terms and Conditions, stated in the document 'Return Policy' as well as in these General Terms and Conditions, they are automatically accepted as such by the Consumer for 'seen' 'accepted' and 'agreed to'.

Article 6 – Right of Withdrawal

1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s). Withdrawal/approval period does not apply to companies/business customers, but this only applies to the Consumer, who is a natural person who does not act in the course of his profession or business.
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier (transporter), has received the product.

Article 7 – Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store. Being made of a natural and delicate material and/or fragile crystal (selenite), the consumer should handle the FÉ lamp with care.

Article 8 – Exercise of the right of withdrawal by the consumer and the costs thereof

1. If the consumer makes use of his right of withdrawal, he must notify the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur (safely and securely packed and completely protected).
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal and the return shipment (sufficiently stamped, otherwise not accepted) (the shipment/returned shipment must be received in good condition at the Entrepreneur) lies with the consumer. The risk and costs arising from transport damage during return also lie with the consumer. The entrepreneur is entitled to charge the consumer for the damage or so-called decrease in value of the product.
5. The consumer bears the direct costs of returning the product.
6. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 – Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will send a confirmation of receipt after receipt of this notification.
2. After actually receiving and inspecting the return shipment by the Entrepreneur, the Entrepreneur will send the Consumer an email to let him know whether the return can be accepted and approved. If approved by the Entrepreneur, the refund of the purchase price actually paid by the consumer will be processed as soon as possible, but no later than 14 days.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method.

Article 10 – The price

1. The articles/products/services (also from third parties) that the Entrepreneur sells and supplies to the Consumer may be subject to interim changes. For example, they can be changed without prior notice without giving any reason. Orders that have already been placed at the time of the price change are made according to the prices agreed at the time of the order.
2. The Entrepreneur can also 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 dependence on fluctuations and the fact that any prices quoted are target prices are stated in the offer.
3. The prices of products or services stated in the offer include VAT. The VAT (component) will also be clearly stated.
4. The content of the Website has been compiled with the greatest care. However, the entrepreneur cannot guarantee that all information on the Website is correct and complete at all times. All prices and other information on the Website and in other materials originating from Dorne International B.V. and/or FÉ Quartz are therefore subject to obvious typing, programming and printing errors. The Entrepreneur accepts no liability for the consequences of apparent errors as well as incorrect prices caused by, for example, the internet server or by hackers, computer viruses, etc. In all the

aforementioned cases, the Entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 11 – Warranty and conformity

1. At the Entrepreneur the Consumer is entitled to the legal guarantee.
2. The Entrepreneur, Dorne International B.V. hereby refers the consumer, and also before he/she starts using the lamp, emphatically to the 'Instructions for Use'/User Manual, which is also placed on the website www.fequartz.nl and of which also - when sent to the consumer - a QR code on a separate card is included. It is the responsibility of the Consumer to read these Instructions in its entirety and to familiarize carefully with the contents. In addition to product features, the consumer can read, among other things, how to handle the lamp, where the lamp can be used (in any case, dry indoor spaces, always keep away from moisture) and how the consumer should take care of the lamp (with caution). Very important (responsibility of the consumer): In addition to using and acting according to 'common sense', the consumer must of course also inform himself of the 'Safety information', (other) information and instructions described in the Instructions for Use/User Manual.
3. The Entrepreneur guarantees that the products and/or services meet the agreement, the specifications stated in the offer and the reasonable requirements of reliability and/or usability.
4. Any defects or incorrectly delivered products (deviating from the Agreement) must be reported to the Entrepreneur in writing by email (hi@fequartz.nl) within 14 days of receipt of the products by the Consumer and to inform him thereof. Due to the various special characteristics of selenite, each piece of crystal - even of the same size - varies in weight, shape and color. As a result, the so-called physical design of the lamp is excluded with regard to possibility. 'wrong delivery/defects', as well as any warranty and the Consumer cannot make any claim on this. Due to the characteristics of selenite (soft and porous), it can occur (to a limited extent) that incidentally a small piece 'crumbles', so it is not covered by the warranty. The entrepreneur therefore advises the consumer to handle the FÉ lamp and its parts with the necessary caution.
5. If the Entrepreneur considers the complaint to be well-founded, the relevant products will be partially or fully repaired, replaced or reimbursed after

consultation with the Consumer. With due observance of the Article regarding liability, the maximum compensation is equal to the price paid by the Consumer for the product. The consumer is expressly pointed out on the website, but also in these General Terms and Conditions, that each FÉ lamp is a unique item, with an unrepeatable design, color, size, weight, structure, so that it is impossible that a possible replacement product has the same characteristics.

6. The guarantee does not apply in any case if: a) the consumer has repaired and/or processed the delivered products himself or has had them repaired/edited by third parties; b) the delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or are contrary to acting in accordance with our instructions and (safety) information stated in the Instructions for Use/User Manual, which were handed over to the consumer by QR code upon delivery as well as on are listed on the website and can be viewed and downloaded again here. c) there are other circumstances beyond the entrepreneur's control (such as weather conditions and, for example, damage caused during transport).
7. The warranty does not cover normal 'wear and tear' on objects, especially those to, for example, lamps, dimmer cables and fixtures. Light sources are not covered by the warranty, for example, because they are subject to power surges or may fail due to lightning strikes and humidity. Also in case of wear and defects as a result of negligent maintenance, no claim can be made against the entrepreneur.
8. Entrepreneur Dorne International B.V. is not liable for consequential damage as a result of a product that does not function properly, or that it is used incompetently or incorrectly.

Article 12 – Delivery and Execution

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

3. With due observance of what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. In the event that these aforementioned 30 days are exceeded, the consumer has the right to dissolve the agreement without costs.

After dissolution, the entrepreneur will immediately refund the amount that the consumer has paid. Consumers are not eligible for compensation.

FYI: Dorne International B.V. strives to execute your order within 7 days. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this within reason as soon as possible after he has placed the order.

4. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.
5. As soon as the products to be delivered have been delivered to the specified delivery address, the risk with regard to these products is transferred to the Consumer. If expressly agreed otherwise, the risk will pass to the Consumer sooner. If the Consumer decides to collect the products, the risk is transferred when the products are transferred.

Article 13 – Payment

1. By placing an order with the Entrepreneur, the Consumer enters into a payment obligation. The amounts owed by the consumer must be paid with the order prior to delivery.
2. The consumer has the duty and responsibility to immediately report inaccuracies in payment details provided or stated to the entrepreneur.

Article 14 – Complaints procedure

1. It is always possible that something does not go quite as planned. The consumer must first contact the Entrepreneur and can make his/her complaint known by sending an email to hi@fequartz.nl.
2. The Entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
3. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects. The consumer is expected to state the order or invoice number.
4. The Entrepreneur strives to answer submitted complaints within a period of 14 days - calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the Entrepreneur strives to answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.

Article 15 – Personal data

The Entrepreneur (Dorne International B.V.) processes personal data of the Consumer in accordance with the privacy policy/privacy statement. It can be found and downloaded [here](#).

Article 16 – Cookie Policy

The Entrepreneur's Cookie Policy can be found and downloaded [here](#).

Article 17 – Intellectual Property

All copyrights and intellectual property rights remain with Entrepreneur, Dorne International B.V., unless the parties have agreed otherwise in writing. Copying, distribution and any other use of these materials is not permitted, unless indicated otherwise.

Dorne International B.V. expressly reserves all intellectual property rights on its website www.fequartz.nl

Article 18 – Liability

1. Any liability for damage for/to Entrepreneur Dorne International B.V. is excluded. The liability of the entrepreneur is never higher than the invoice value of the delivered product(s) in question.
2. In no event shall Dorne International B.V., its directors, officers, employees, affiliates, agents, interns, suppliers, service providers (third parties) or licensors, service providers, be liable for any injury, loss, claim or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, but not limited to, lost revenues, lost profits, lost savings, loss of data, replacement costs or similar damages whether based in contract, tort (including negligence), strict liability or otherwise, arising out of your use of any of the services or products obtained/purchased through the website www.fequartz.nl or for any other claim in any way related to your use of the website or any product, including, but not limited to, errors or omissions in any content, or loss or damage of any kind whatsoever incurred as a result of using the website, any of the service and or any content (or product), transmitted or otherwise made available.

Article 19 – Final provisions

Agreements between the Entrepreneur and the Consumer to which these general terms and conditions apply are exclusively governed by and under Dutch law. Even if the Consumer lives abroad. Disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where Dorne International B.V. is located. Applicability of other (purchase) conditions or general terms and conditions than those of the Entrepreneur is expressly rejected.

1. The Vienna Sales Convention does not apply.
2. If a provision in these General Terms and Conditions is found to be invalid, this will not affect the validity of the entire General Terms and Conditions. In that case, the parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original provision as much as legally possible.
3. In these General Terms and Conditions, 'in writing' also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

4. The Entrepreneur (Dorne International B.V.) reserves the right to change or supplement these general terms and conditions.