

**General Terms and Conditions**  
**Anchor Dive Lights**  
**Version August 2019**

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**Article 1. Definitions**

In these Terms and Conditions, the following terms shall have the following meanings:

**ADL:** the legal entity as defined in Section 1 of these General Terms and Conditions.

**The Contract:** a contract concluded between ADL and the Customer whether or not it is direct sales or in the framework of an organised system for distance selling of products, digital content and/or services, where up until the conclusion of the contract, solely or partly one or more techniques of distance communication is used;

**Cooling-Off period:** the period of 14 days after conclusion of the Contract during which the Customer may use his right of withdrawal;

**Customer:** the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;

**Day:** calendar day;

**Digital content:** data produced and delivered in digital form;

**Right of withdrawal:** the Customer's option to withdraw from the Contract within the Cooling off period;

**Standard form for withdrawal:** the standard form for withdrawal based on the European standard form, included in Appendix 2;

## Article 2. Anchor Dive Lights (ADL)

The contracting party from ADL's side depends on the place where the products will be delivered.

For delivery to UK and Ireland and rest of world (excluding Europe):

### **Anchor Dive Lights**

Anchor Creative Technologies Ltd

Company house registration: 616359

Address: An Grianan  
Golf Course Road  
Comagill  
Letterkenny F92 AXP6  
Co. Donegal  
Ireland

E-mail: orders@anchordivelights.com

For delivery in Europe (excluding UK and Ireland):

### **Anchor Diving B.V.**

Chamber of Commerce number: 74162918

Address: A. Hofmanweg 1A  
2031 BH Haarlem  
The Netherlands  
Postbus 1007  
2001 BA Haarlem  
The Netherlands  
E-mail: diver@archordiving.nl

## Article 3. Applicability

1. These General Terms and Conditions (GTC) apply to all offers from ADL to the Customer and to any contract concluded between ADL and the Customer whether concluded through electronic ways or otherwise.
2. ADL shall provide the Customer with these GTC together with the offer free of charge. These GTC can also be found on and downloaded from the website of ADL, [www.anchordivelights.com](http://www.anchordivelights.com).
3. ADL shall be entitled to change these General terms and Conditions from time to time.

## Article 4. The Contract

1. The offer shall contain a full and accurate description of the products, digital content or services offered and will specify the period for which the offer is valid. It will also clearly state the Customers rights and obligations once accepting the offer. Should specific conditions apply these will be mentioned in the offer. Obvious error or mistakes in the offer will not bind ADL.
2. The Contract between the Customer and ADL will be effective as of the moment the Customer has accepted the offer and fulfilled the terms and conditions set.
3. ADL shall promptly confirm receipt of acceptance of the offer by the Customer. As long as the Customer has not received such receipt, he will be entitled to cancel the Contract.
4. If the Contract is concluded electronically, ADL will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Customer can pay electronically, ADL shall observe appropriate security measures.

5. ADL may, within statutory framework, obtain information about the Customers ability to fulfil his payment obligations, and all facts and factors relevant to responsible conclusion of the Contract. If, acting on the results of this investigation, ADL has proper grounds for not concluding the Contract, ADL has the right to reject an order or request, supported by reasons, or to attach special terms to the execution of the Contract.

#### **Article 5. The price**

1. For the period that the offer is valid, the prices of the products and/or services offered shall not increase, subject to changes in prices due to changes in VAT rates.
2. All prices mentioned in the offer are including VAT.

#### **Article 6. Payment**

1. Unless otherwise agreed upon in the Contract or in additional conditions, the amounts to be paid by the Customer must be settled within 14 days after the start of the Cooling-Off Period, or if there is no Cooling-Off Period within 14 days after concluding the Contract. In case of a Contract with respect to providing services, this period starts on the day that the Customer has received the confirmation of the Contract.
2. The Customer has the duty to promptly inform ADL of possible inaccuracies in the payment details that were given or specified.
3. In case the Customer has not complied with his payment obligation(s) in time, and ADL has informed the Customer of the late payment, and allowed the Customer a further period of 14 days to comply with the payment obligations, the Customer is obliged to pay the statutory interest on the amount payable and ADL is entitled to charge the Customer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2,500.= 10% for the following € 2,500.= and 5% for the following € 5,000.=, with a minimum of € 40.

#### **Article 7. Delivery**

1. ADL shall use its best efforts when taking orders and executing these orders.
2. The place of delivery is the address provided to ADL by the Customer.
3. ADL shall execute accepted offers as soon as possible but at least within 30 days of acceptance, unless another delivery period has been agreed upon.
4. If delivery has been delayed, or if an order cannot be executed or can be executed only partially, the Customer shall be informed about this within 30 days after ordering. In such cases, the Customer is entitled to cancel the Contract free of charge.
5. After cancellation of the Contract in accordance with Article 7.4 hereinabove, ADL shall return the amount paid by the Customer promptly but at least within 30 days after cancellation.
6. The risk of loss of and/or damage to products will be borne by ADL until delivery to the Customer.

## **Article 8. Performance of a Contract and standard guarantee**

1. ADL guarantees that the products and/or services comply with the Contract, the specifications listed in the offer and with the existing statutory provisions and/or government regulations, on the day the Contract was concluded.
2. ADL further guarantees that the light heads, batteries and canisters will work according to the specification of the product for a period of one year, provided that mentioned products will be used in accordance with the instructions in the manual.
3. Excluded from the abovementioned guarantee is normal wear and tear and damage caused by flooding.

## **Article 9. Additional Guarantee**

1. Customer can register its product(s) on ADL's website and will then receive an additional one-year guarantee on the light heads and canisters, provided that mentioned products will be used in accordance with the instructions in the manual and provided that the Customers provides ADL with all relevant information as requested. Registration for additional one year guarantee needs to take place within 1 months of purchase.
2. Excluded from abovementioned additional guarantee is normal wear and tear and damage caused by flooding.

## **Article 10. Right of withdrawal**

1. Within the Cooling-Off Period of 14 days, the Customer can withdraw from the Contract without giving reasons. ADL may ask the Customer for the reasons for withdrawal but the Customer is under no obligation to state such reasons.
2. Start of the Cooling-Off Period:
  - 2.1 The Cooling-Off Period with respect to the delivery of products starts:
    - a. on the day the product has been received by the Customer or by a third party appointed by him in advance and who is not the carrier: or
    - b. if the Customer ordered several products in the same order: the day on which the Customer or a third party appointed by him received the last product. ADL may refuse an order of several products with different delivery dates provided that he clearly informs the Customer prior to the order process;
    - c. if the delivery of a product consists of several deliveries or parts: the day on which the Customer or a third party appointed by him received the last delivery or the last part.
  - 2.2 The Cooling-Off Period for services or digital content that is not delivered on a physical carrier starts on the day following the conclusion of the Contract.

#### **Article 11. Customer's obligations during the Cooling-Off Period**

1. During the Cooling-Off Period, the Customer shall handle the product and the packaging with care. The Customer shall only unpack or use the product to the extent necessary to assess the nature, the characteristics and the effect of the product. The Customer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.
2. The Customer is liable for the devaluation of the product that is the consequence of handling the product other than allowed in sub-section 1.

#### **Article 12. Exercising the Customer's right of withdrawal and the costs**

1. In the event the Customer wishes to use its right to withdraw from the Contract within the Cooling-Off Period, he shall notify ADL with the standard form for withdrawal as provided in these GTC.
3. The Customer shall return the product to ADL as soon as possible but within 14 days counting from the day following the withdrawal.
4. The Customer shall return the product with all relevant accessories and if reasonably possible in the original state and packing and in accordance with reasonable and clear instructions given by ADL.
5. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal rest upon the Customer.
6. The Customer shall bear the direct costs of returning the product, unless ADL has expressly indicated to bear such costs himself.

#### **Article 13. ADL's obligations in case of withdrawal**

1. ADL shall promptly send a notification of receipt of withdrawal to the Customer.
2. ADL shall reimburse all amounts paid by the Customer, as soon as possible but at least within 14 days following the day on which the Customer notified ADL of the withdrawal. ADL may postpone reimbursement until he has received the product back.
3. For reimbursement as mentioned hereinabove, ADL shall use of the same method of payment as the Customer used, unless the Customer consents to another method. The reimbursement is free of charge for the Customer.

#### **Article 14. Exclusion of the right of withdrawal**

For the following products the Customer shall not be entitled to withdrawal:

1. Contracts for services, after full performance of the service, but only if
  - a. the performance started with the Customer's explicit prior consent; and
  - b. ADL stated that the Customer will lose his right of withdrawal as soon as ADL has fully performed the services.

2. Products manufactured in accordance with the Customer's specifications which are not prefabricated and which are produced on the basis of a Customer's individual choice or decision or which are intended for a specific person.
3. Sealed products which are for, including but not limited, health or hygiene reasons not suitable for being returned and of which the seal has been broken.
4. The delivery of digital content other than on a physical carrier, but only if:
  - a. the performance has started with the Customer's explicit prior consent;
  - b. ADL stated that the Customer will lose his right of withdrawal by doing so.

#### **Article 15. Complaints procedure**

1. Defects of the products or complaints about the services or digital content shall be submitted fully and clearly described to ADL within a reasonable time after the Customer has discovered such defects.
2. ADL shall reply to the Customer with respect to the complaint within a period of 14 days after receipt of such complaint.
3. If the complaint cannot be solved in joint consultation within a reasonable time or within 3 months after submitting the complaint, there will be a dispute that is open to the dispute settlement rules.

#### **Article 16. Disputes**

1. Contracts concluded between ADL and the Customer with a delivery address in Ireland or the UK and the rest of world (excluding Europe) will be exclusively governed by Irish law. Disputes will be brought before the authorised courts of Donegal, Republic of Ireland.
2. Contracts concluded between ADL and the Customer with a delivery address in European (excluding UK and Ireland) will be governed by Dutch law. Disputes will be brought before the authorised courts of the district of Amsterdam, the Netherlands.

## Appendix I: [*Download General Terms and Conditions*]

*This is the downloaded version*

## Appendix 2: Standard form for withdrawal

Only when you want to withdraw from the contract in accordance with Section 12.1 of these GTC, complete this form and return the goods.

I hereby inform you that I wish to withdraw from our Contract on the sale of the following products:

**Name\***[First name] \_\_\_\_\_[Last name]\_\_\_\_\_

**Email\*** \_\_\_\_\_

**Address\*** [Street]\_\_\_\_\_

[City] \_\_\_\_\_

[State/Region] \_\_\_\_\_[Postal code] \_\_\_\_\_

[Country]\_\_\_\_\_

**Order no\*** \_\_\_\_\_

**Ordered on\*** \_\_\_\_\_

**Product\*** \_\_\_\_\_

**Serial No.** \_\_\_\_\_

**Service Spec.** \_\_\_\_\_

Please print this form and include it in your return shipment.

Ship the product you want to return to the following address:

For delivery to UK and Ireland and rest of world (excluding Europe):

**Anchor Dive Lights**  
Anchor Creative Technologies Ltd

Address: An Grianan  
Golf Course Road  
Cornagill  
Letterkenny F92 AXP6  
Co. Donegal  
Ireland

For delivery in Europe (excluding UK and Ireland)

**Anchor Diving B.V.**

Address: Postbus 1007  
2001 BA Haarlem  
The Netherlands