



GENERAL TERMS AND CONDITIONS of M & C Protect B.V.

Article 1: Definitions

1. **Cooling-off period:** the period within which the Consumer may exercise their right of withdrawal;
2. **Consumer:** a natural person who is not acting for purposes related to their trade, business, craft or profession;
3. **Right of withdrawal:** the Consumer's option to withdraw from the Agreement within the cooling-off period;
4. **Agreement:** an agreement between the Seller and the Consumer under which the Consumer purchases a Product;
5. **Product:** the product that the Consumer purchases from the Seller under an Agreement;
6. **Seller:** M & C Protect B.V.

Article 2: Seller's identity

- **Seller's name:** M & C Protect B.V.
- **Registered office:** Aalsbergen 20, 6942 SE, Didam, the Netherlands
- **Postal address:** Aalsbergen 20, 6942 SE, Didam, the Netherlands
- **Return address:** Aalsbergen 20, 6942 SE, Didam, the Netherlands
- **Telephone number (the Netherlands):** +31 316 729 499 (local rate)
- **Availability:** Monday to Friday: 08:30a.m.-12:30p.m. and from 13:00-17:00p.m.
- **Email:** you can reach us at nuki@m-c.eu
- **Chamber of Commerce number:** 09153795
- **VAT identification number:** NL814910324B01

Article 3: Applicability

1. These general terms and conditions apply to every offer made by the Seller and to every Agreement concluded between the Seller and the Consumer.
2. Before the Agreement is concluded, the text of these general terms and conditions will be made available to the Consumer. If the distance Agreement is concluded electronically, the text of these general terms and conditions will be provided to the Consumer in such a way that they can be easily stored on a durable medium. If this is not reasonably possible, the Seller must, before the Agreement is concluded, indicate how the general terms and conditions can be viewed electronically and that they will be sent free of charge to the Consumer electronically or otherwise upon request.



Article 4: The offer

1. The offer includes a complete and accurate description of the products, digital content and/or services offered. The description must be sufficiently detailed to allow the Consumer to make a proper assessment of the offer. All images, drawings, models and dimensions included in an offer, as well as all specifications of any kind stated in catalogues, brochures, price lists or other printed material, are provided as accurately as possible but are for indicative purposes only. These data and specifications are binding only if and to the extent that the Seller has expressly confirmed them in writing.
2. All offers are subject to the availability of the products. If a product is unavailable, the Seller must inform the Consumer as soon as possible by electronic means. The Consumer will receive a full refund of any amount paid.
3. Each offer must set out the information needed for the Consumer to understand the rights and obligations arising from acceptance of the offer.
4. If an offer has a limited period of validity or is subject to conditions, this must be expressly stated in the offer.
5. If any provision of these general terms and conditions is void or annulled, the remaining provisions will remain fully in force.
6. In these general terms and conditions, 'in writing' and 'written' include communication by letter, fax or electronic means.
7. All offers, drawings, designs, calculations, models, diagrams and schematic designs remain the Seller's property and may not be copied, altered, disclosed to third parties or made available for inspection without the Seller's prior written consent. The Seller is under no obligation to provide any data.

Article 5: The Agreement

1. The Agreement is formed when the Consumer accepts the offer and the conditions attached to that offer have been met. If the Consumer has accepted the offer electronically, the Seller will confirm receipt of that acceptance electronically without delay. Until the Seller confirms receipt of the acceptance, the Consumer may terminate the Agreement.
2. By no later than the delivery of the product, service or digital content under the Agreement, the Seller must provide the following information to the Consumer, in writing or in a form that can be stored accessibly on a durable medium:
 - (a) the Seller's contact details for submitting complaints;
 - (b) the conditions and procedure for the Consumer to exercise the right of withdrawal, or a clear statement if the right of withdrawal does not apply;
 - (c) information on warranties and available after-sales service;
 - (d) the price, including all taxes, of the product, service or digital content;



- (e) where applicable, the delivery costs; and
- (f) the method of payment, delivery or performance of the distance Agreement.

Article 6: Right of withdrawal

1. The Consumer may terminate an Agreement relating to the purchase of a product within a cooling-off period of 14 days without giving any reason(s). The Seller may ask the Consumer for the reason(s) for withdrawal but may not require the Consumer to provide their reason(s).
2. The cooling-off period referred to in paragraph 1 starts on the day after the Consumer, or a third party designated by the Consumer who is not the carrier, has received the product. If the Consumer has ordered several products in a single order, the withdrawal period starts when the Consumer has received the final product.
3. The Seller may refuse an order for several products with different delivery periods provided that the Consumer has been clearly informed of this prior to the ordering process.
4. The right of withdrawal does not apply to customised products manufactured in accordance with the Consumer's specifications or unique requirements. Customised products include cylinder locks or keys made to measure for the Consumer based on a unique code.

Article 7: Consumer's obligations in the event of withdrawal

1. During the cooling-off period, the Consumer must handle the product and its packaging with care. The Consumer must unpack or use the product only to the extent necessary to determine its nature, characteristics and functioning.
2. The Consumer is liable only for any reduction in the value of the product resulting from handling it in a manner that exceeds what is permitted under paragraph 1.
3. The Consumer must return the product to the address specified by the Seller as soon as possible, but in any case within the cooling-off period.
4. The Consumer must return the product with all supplied accessories, in its original condition and packaging, and in accordance with the Seller's reasonable and clear instructions.
5. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the Consumer.
6. The Consumer bears the direct costs of returning the product.



Article 8: Seller's obligations in the event of withdrawal

1. If the Seller enables the Consumer to submit a notice of withdrawal electronically, the Seller must send an acknowledgement of receipt of such a notice without delay.
2. The Seller must refund all payments made by the Consumer, including delivery costs charged by the Seller for the returned product, without delay and in any event within 14 days following the day on which the Consumer notifies the Seller of the withdrawal. Unless the Seller offers to collect the product itself, it may withhold reimbursement until it has received the product or until the Consumer has provided proof of return, whichever occurs first.
3. Unless the Consumer agrees to another payment method, the Seller will use the same payment method for the refund as the Consumer used for the original transaction. The refund must be made free of charge for the Consumer.
4. If the Consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the Seller need not refund the additional costs for the more expensive method.

Article 9: The Price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased other than for price adjustments resulting from changes to VAT rates.
2. The prices stated in the offer for products or services include VAT.

Article 10: Compliance with the Agreement and additional warranty

1. For a period of five (5) years from the delivery date, the Seller warrants that the products and/or services comply with the Agreement, the specifications stated in the offer, the reasonable requirements of good quality and/or fitness for purpose, and the statutory provisions and/or government regulations in force on the date the Agreement is concluded. If agreed, the Seller also warrants that the product is suitable for use other than normal use.
2. The warranty for goods and their parts extends no further than the free supply of replacement goods or parts, repairs or crediting of the invoice amount, at the Seller's discretion. The above warranty applies only to defects in materials and workmanship if performed by the Seller. Repairs and replacement deliveries do not extend the warranty period.
3. The Consumer cannot rely on the warranty if the defects result from modifications or repairs not carried out by or on behalf of the Seller, from improper assembly, from the use of keys or key blanks for cylinders not supplied by the Seller, from damage caused by improper use, incorrect or negligent maintenance, normal wear and tear, use other than as prescribed or customary, or from a burglary, attempted burglary or any other act causing damage by third parties.



4. To claim under the warranty, the Consumer must report the defect within a reasonable time of discovering it and present the product to the Seller together with the original proof of purchase.

Article 11: Delivery and performance

1. The Seller must exercise the greatest possible care when receiving and fulfilling orders for products. The stated delivery times have been determined as accurately as possible but are only indicative and can never be regarded as strict deadlines.
2. The delivery period does not start until the Seller has received all information required for performance of the Agreement and the agreed advance payment from the Consumer.
3. The place of delivery is the address that the Consumer has provided to the Seller.
4. Subject to the relevant provisions of these general terms and conditions, the Seller must fulfil accepted orders expeditiously and within no more than 30 days. If delivery is delayed, or if an order cannot be fulfilled or can only be fulfilled in part, for example due to limited availability, the Consumer must be notified of this no later than 30 days after placing the order. In that case, the Consumer may terminate the Agreement at no cost.
5. Unless expressly agreed otherwise, the risk of damage to and/or loss of products remains with the Seller until the moment of delivery to the Consumer or to a representative designated in advance and notified to the Seller.

Article 12: Ownership

1. All goods delivered to the Seller remain the property of the Seller or its suppliers until the Seller has received payment in full of all amounts – including interest and costs – owed by the Consumer to the Seller in connection with any goods delivered or to be delivered under any Agreement.

Article 13: Complaints procedure

1. The Consumer must submit any complaints concerning the performance of the Agreement to the Seller within a reasonable time of discovering the defects, providing a full and clear description. Complaints can be addressed to the Seller's postal or email address as listed in Article 2 of these general terms and conditions.
2. The Seller must respond to complaints within 14 days of the date of receipt. If a complaint requires a foreseeably longer processing time, the Seller must send an acknowledgement of receipt within 14 days and indicate when the Consumer can expect a more detailed reply.



Article 14: Liability

1. The Seller's liability towards the Consumer is limited to fulfilling the obligations set out in these general terms and conditions.
2. Except in cases of intent or gross negligence of the Seller and subject to statutory liability under mandatory provisions, the Seller will never be liable for damage suffered by the Consumer. Liability for indirect or consequential damage – whether foreseeable or unforeseeable, material or immaterial – loss of turnover, loss of profit, damage caused by delays or damage arising from liability to third parties is expressly excluded.
3. Apart from statutory liability under mandatory law, the Seller accepts no liability for any act or omission of natural persons or legal entities that it engages.

Article 15: Intellectual property rights

4. The Seller retains all intellectual property rights in relation to the goods it supplies. The Seller is and will remain the exclusive holder of all copyrights, design rights and other intellectual property rights relating to its goods.
5. Unless the Seller gives its written consent, the Consumer must not copy the goods in whole or in part.
6. The Consumer must not apply another brand name to the goods, use that brand name in any other way, or register it in their own name.

Article 16: Applicable law

1. Only Dutch law applies to the Agreement with the Consumer and these general terms and conditions. If a Consumer has their domicile or habitual residence outside the EU or elsewhere within the EU, they will also enjoy the protection of the mandatory provisions of their country of residence.

Article 17: Other provisions

1. The Seller reserves the right to amend these general terms and conditions. The Seller must announce any amendments at least one (1) month before they take effect by means of a notice on the website, and the Consumer must also be informed by email. If the amendment results in a performance that differs materially from the original performance, the Consumer may terminate the Agreement when the amended conditions take effect.

If these general terms and conditions are also drawn up in a language other than Dutch, the Dutch text will prevail if there are any discrepancies.