

# Terms and Conditions

## RAYMEDY INTERNATIONAL BV

### Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Additional agreement: an agreement whereby the buyer acquires products, digital content and / or services in connection with a distance agreement. These goods, digital content and / or services are provided by Raymedy Int.bv or by a third party on the basis of of an agreement between that third party and Raymedy International bv;
2. Cooling-off period: the period within which the buyer can make use of his right of withdrawal;
3. Buyer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data that is 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. Sustainable data carrier: any tool - including e-mail - that enables the buyer or Raymedy International bv to store information that is addressed to him personally in a way that future consultation or use during a period that is geared to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the ability of the buyer to cancel the distance agreement within the cooling-off period;
9. Raymedy International BV: the natural or legal person who offers products, (access to) digital content and / or services to the buyer at a distance;
10. Distance agreement: an agreement concluded between Raymedy International BV and the buyer 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 exclusively or co-use is made of one or more techniques for distance communication;
11. Model form for cancellation: the European model form for cancellation included in Appendix I of these terms and conditions or to be found at Raymedy Int's website. Appendix I does not have to be made available if the buyer has no right of withdrawal with regard to his order;
12. Technology for distance communication: means that can be used to conclude an agreement, without the buyer and Raymedy International BV having to come together in the same room at the same time.

### Article 2 - Identity of Raymedy International BV

Name of the company: Raymedy International BV, Rosendael 4, 6891DA in Rozendaal;

Visiting address: Mr.E.N.van Kleffensstraat 6, 6842CV Arnhem. Telephone number: +31 26 4427706  
Chamber of Commerce number: 68618077. VAT identification number: NL807257084B01

### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer from Raymedy International BV to private buyers, who do not wish to acquire the equipment and services for their own health and those of immediate relatives and for their own health and to any distance agreement concluded between Raymedy International BV and buyer.

2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the buyer. If this is not reasonably possible, Raymedy International BV will indicate before the distance agreement is concluded, how the general terms and conditions can be viewed at Raymedy International BV and that they will be sent free of charge as soon as possible at the request of the buyer.

3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the buyer electronically in such a way that it is buyer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance agreement is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the buyer.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting terms and conditions the buyer can always invoke the applicable provision that is most relevant to him. is beneficial.

### **Article 5 - The agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time the buyer accepts the offer and meets the corresponding conditions.

2. If the buyer has accepted the offer electronically, Raymedy International BV will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Raymedy International BV, the buyer can terminate the agreement.

3. If the agreement is concluded electronically, Raymedy International BV will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment that complies with the General Data Protection Regulation.

4. If the buyer can pay electronically, Raymedy International BV will take appropriate security measures.

5. Raymedy International BV can - within the law - inform itself of whether the buyer can meet his payment obligations, as well as of all those facts and factors that are important for a sound conclusion of the distance agreement. If, based on this investigation, Raymedy International BV has good reason not to enter into the agreement, it is entitled to refuse an order or request or to attach special conditions to the implementation.

6. Raymedy International BV will send the following information to the buyer at the latest upon delivery of the product, service or digital content, in writing or in such a way that it can be stored by the buyer in an accessible manner from the website:

- a. the visiting address of the Raymedy International BV location where the buyer can go to with complaints;
  - b. the conditions under which and the manner in which the buyer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing service after purchase;
  - d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance agreement;
  - e. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration;
  - f. if the buyer has a right of withdrawal, the model form for withdrawal.
7. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.
8. Raymedy Int.bv bv guarantees that the goods to be delivered meet the usual requirements and standards that can be set and are free from any defects.
9. Batteries and connection cables from 3 months after shipment to the buyer are excluded from the warranty, as the manner of use is mainly determining for the lifetime. Recommendations for charging the battery are included in the operating instructions. Also wear due to normal use is not covered by the warranty.
10. The guarantee referred to under 7. also applies if the goods to be supplied are intended for use abroad and the buyer has explicitly notified Raymedy Int.bv bv in writing at the time of entering into the agreement.
11. The guarantee mentioned under 7. applies for a period of 12 months after delivery.
12. If the goods to be delivered do not meet these guarantees, Raymedy Int.bv bv will deliver the goods within a reasonable period of time after receipt thereof or, if a return is not reasonably possible, written notice of the defect by the buyer, at the discretion of Raymedy Int.bv bv, replaced or arrange for recovery. In the event of replacement, the buyer undertakes to return the replaced item to Raymedy Int.bv bv and to provide the property to Raymedy Int.bv bv.
13. The aforementioned guarantee does not apply if the defect has arisen as a result of improper or improper use or if, without written permission from Raymedy Int.bv bv, the buyer or third parties have made changes or attempt to make the item or have used these for purposes for which the item is not intended.
14. If the guarantee provided by Raymedy Int.bv bv concerns an item produced by a third party, the guarantee is limited to the one provided by the producer of the item for it.

## **Article 6 - Right of withdrawal**

For products:

1. The buyer can terminate an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. Raymedy International BV may ask the buyer about the reason for the cancellation, but not oblige this to state his reason (s).

2. The cooling-off period referred to in paragraph 1 starts on the day after the buyer, or a third party designated by the buyer in advance, who is not the carrier, has received the product, or:

a. if the buyer has ordered several products in the same order: the day on which the buyer, or a third party designated by him, has received the last product. Raymedy International BV may, provided it has clearly informed the buyer prior to the ordering process, refuse an order for several products with different delivery times.

b. if the delivery of a product consists of several shipments or parts: the day on which the buyer, or a third party designated by him, received the last shipment or part;

c. in the case of agreements for regular delivery of products during a certain period: the day on which the buyer, or a third party designated by him, has received the first product.

For services and digital content that is not supplied on a tangible medium:

3. The buyer can terminate a service agreement and an agreement for the delivery of digital content that has not been delivered on a tangible medium for at least 14 days without giving reasons.

Raymedy International BV may ask the buyer about the reason for the cancellation, but not oblige this to state his reason (s).

4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement. Extended cooling-off period for products, services and digital content that has not been supplied on a tangible medium if the right of withdrawal is not informed:

5. If Raymedy International BV has not provided the buyer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period ends twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6. If Raymedy International BV has provided the buyer with the information referred to in the previous paragraph within twelve months of the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the buyer received that information. Bij diensten en digitale inhoud die niet op een materiële drager is geleverd:

5. If Raymedy International BV has not provided the buyer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period ends twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6. If Raymedy International BV has provided the buyer with the information referred to in the previous paragraph within twelve months of the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the buyer received that information.

## **Article 7 - Obligations of the buyer during the cooling-off period**

1. During the cooling-off period, the buyer will handle the product and the packaging with care. He will only unpack or use the product to the extent that is necessary to determine the nature, characteristics and operation of the product. The starting point here is that the buyer may only handle and inspect the product as he would be allowed to do in a store.

2. The buyer is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.

3. The buyer is not liable for value reduction of the product if Raymedy International BV has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

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

1. If the buyer makes use of his right of withdrawal, he will notify Raymedy International BV 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 buyer returns the product or hands it over to (an agent of) Raymedy International BV. This is not necessary if Raymedy International BV has offered to collect the product itself. The buyer has in any case observed the return period if he returns the product before the cooling-off period has expired.

3. The buyer 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 Raymedy International BV.

4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the buyer.

5. The buyer bears the direct costs of returning the product. If Raymedy International BV has not reported that the buyer must bear these costs or if Raymedy International BV indicates to bear the costs themselves, the buyer does not have to bear the costs for return.

6. If the buyer cancels, the buyer owes Raymedy International BV at least an amount for the use of credits during the trial period.

7. The buyer does not bear any costs if:

a. Raymedy International BV has not provided the buyer with the legally required information about the right of withdrawal, the reimbursement of costs in case of withdrawal or the model form for withdrawal, or;

8. The buyer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium if:

a. prior to delivery, he has not explicitly agreed to commence compliance with the agreement before the end of the reflection period;

b. he has not acknowledged that he has lost his right of withdrawal when granting his permission; or

c. Raymedy International BV has failed to confirm this statement from the buyer.

9. If the buyer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

#### Article 9 - Obligations of Raymedy International BV in case of withdrawal

1. If Raymedy International BV makes it possible for the buyer to withdraw electronically, he will immediately send a confirmation of receipt upon receipt of this notification.

2. Raymedy International BV will reimburse all payments made by the buyer, including any delivery costs charged by Raymedy International BV for the returned product, but within 14 days following the day on which the buyer notifies him of the cancellation. Unless Raymedy International BV offers to collect the product itself, it may wait to refund until it has received the product or until the buyer demonstrates that he has returned the product, whichever is the earlier.

3. Raymedy International BV uses the same payment method that the buyer used for reimbursement, unless the buyer agrees to a different method. The reimbursement is free of charge for the buyer.

4. If the buyer has opted for a more expensive method of delivery than the cheapest standard delivery, Raymedy International BV does not have to reimburse the additional costs for the more expensive method.

#### Article 10 - Exclusion of the right of withdrawal

Raymedy International BV can exclude the following products and services from the right of withdrawal, but only if Raymedy International BV clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price depends on fluctuations in the financial market on which Raymedy International BV has no influence and which may occur within the withdrawal period;
2. Service contracts, after full performance of the service, but only if:
  - a. the performance has begun with the express prior consent of the buyer; and
  - b. the buyer has stated that he loses his right of withdrawal once Raymedy International BV has fully executed the agreement;
3. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
4. The delivery of digital content other than on a material medium, but only if:
  - a. the performance has begun with the express prior consent of the buyer; and
  - b. the buyer has stated that he thereby loses his right of withdrawal.

#### Article 11 - The price

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, Raymedy International BV may offer products or services with variable prices that are subject to fluctuations in the financial market and over which Raymedy International BV has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if Raymedy International BV has stipulated this and:
  - a. they are the result of statutory regulations or provisions; or

b. the buyer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.

5. The prices stated in the offer of products or services include VAT when it comes to the Read & PowerMe. The prices for articles for professional use by therapists are exclusive of VAT.

#### **Article 12 - Compliance with agreement and extra guarantee**

1. Raymedy International BV guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the existing on the date of the conclusion of the agreement legal provisions and / or government regulations.

2. An additional guarantee provided by Raymedy International BV, its supplier, manufacturer or importer never limits the legal rights and claims that the buyer can assert against Raymedy International BV pursuant to the agreement if Raymedy International BV has failed to fulfill its obligations. part of the agreement.

3. An additional guarantee is understood to mean any commitment from Raymedy International BV, its supplier, importer or producer in which it grants the buyer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the agreement.

#### **Article 13 - Delivery and implementation**

1. Raymedy International BV will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the buyer has made known to Raymedy International BV.

3. With due observance of what is stated in article 4 of these general terms and conditions, Raymedy International BV will execute accepted orders with due speed but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the buyer will be notified of this no later than 30 days after he has placed the order. In that case the buyer has the right to terminate the agreement without costs.

4. After dissolution in accordance with the previous paragraph, Raymedy International BV will immediately refund the amount that the buyer has paid.

5. The risk of damage and / or loss of products rests with Raymedy International BV until the time of delivery to the buyer or a representative designated in advance and made known to Raymedy International BV, unless explicitly agreed otherwise.

#### **Article 14 - Duration transactions: duration, cancellation and extension**

Cancellation:

1. The buyer can at all times cancel an agreement that has been entered into for an indefinite period of time and that extends to the regular delivery of products or services with due observance of the agreed termination rules and a notice period of at most one month.

2. The buyer can at all times terminate an agreement that has been concluded for a definite period and that extends to the regular delivery of products or services with due observance of the agreed termination rules and a notice period of at most one month .

3. The buyer can the agreements mentioned in the previous paragraphs:

- cancel at any time and are not limited to cancellation at a specific time or during a specific period;
- cancel at least in the same way as they are entered into by him;
- always cancel with the same cancellation period as Raymedy International BV has stipulated for itself.

Extension:

4. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific duration.

5. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the buyer may cancel at any time with a notice period of one month at most. The notice period is at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

Duration:

6. If an agreement has a duration of more than one year, the buyer may cancel the agreement at any time after one year with a notice period of at most one month, unless reasonableness and fairness are against termination before the end of the agreed duration. resist.

## **Article 15 - Payment**

1. Unless otherwise specified in the agreement or additional conditions, the amounts owed by the buyer must be paid within 14 days after the commencement of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the buyer has received the confirmation of the agreement.

2. When selling products to copper, the buyer may never be obliged in general terms and conditions to pay more than 50% in advance. If an advance payment has been stipulated, the buyer cannot assert any rights regarding the execution of the relevant order or service (s), before the stipulated advance payment has been made.

3. The buyer is obliged to immediately report any inaccuracies in payment data provided or specified to Raymedy International BV.

4. If the buyer does not meet his payment obligation (s) in time, this is, after Raymedy International BV has been informed of the late payment and Raymedy International BV has granted the buyer a period of 14 days to still fulfill his payment obligations. If, after payment has not been made within this 14-day period, the statutory interest is due on the amount still due and Raymedy International BV is entitled to charge the extrajudicial collection costs incurred by it. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the following € 2,500 and 5% over the following € 5,000 with a minimum of € 40. Raymedy International BV may, for the benefit of the buyer, deviate from the stated amounts and percentages.

## **Article 16 - Complaints**



1. Raymedy International BV has a well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the implementation of the agreement must be submitted to Raymedy International BV fully and clearly described within a reasonable time after the buyer has discovered the defects.
3. Complaints submitted to Raymedy International BV will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Raymedy International BV will respond within a period of 14 days with a message of receipt and an indication when the buyer can expect a more detailed answer.
4. The buyer must give Raymedy International BV at least 4 weeks to resolve the complaint in mutual consultation. After this period a dispute will arise that is subject to the dispute settlement procedure.

#### **Article 17 - Disputes**

1. Agreements between Raymedy International BV and the buyer to which these general terms and conditions apply are exclusively governed by Dutch law.

#### **Article 18 - Additional or different provisions**

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the buyer and must be recorded in writing or in such a way that the buyer can store them in an accessible manner on a durable medium.