

General terms and conditions

Webshop

Introduction

Below you will find our General Terms and Conditions. These always apply when you use or place an order via our Website. The General Terms and Conditions contain important information for you as a buyer. Please read it carefully. We also recommend that you save or print these terms and conditions so that you can read them again at a later time.

Article 1. Definitions

- 1.1. **SIGNALSOFT Nederland:** established in Apeldoorn and registered with the Chamber of Commerce under registration number 08097576 trading under the name SIGNALSOFT Nederland.
- 1.2. **Website:** the website of SIGNALSOFT Netherlands, which can be consulted via shop4.signalsoft.nl and all associated subdomains.
- 1.3. **Customer:** the natural person who does not act in the exercise of a profession or business enters into an Agreement with SIGNALSOFT Netherlands and / or has registered on the Website.
- 1.4. **Agreement:** any agreement or agreement between SIGNALSOFT Nederland and Customer, of which the General Terms and Conditions form an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

Article 2. Applicability of General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all offers, Agreements and deliveries of SIGNALSOFT Nederland, unless expressly agreed otherwise in writing.
- 2.2. If Customer includes in its order, confirmation or communication containing acceptance provisions or conditions that deviate from or do not appear in the General Terms and Conditions, these are only binding on SIGNALSOFT Nederland if and insofar as they have been expressly accepted in writing by SIGNALSOFT Nederland.
- 2.3. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, these conditions also apply, but in the

event of conflicting conditions, the Customer can always invoke the applicable provision that is most favourable to him.

Article 3. Prices and information

- 3.1.** All prices stated on the Website and in other materials originating from SIGNALSOFT Nederland include VAT and, unless otherwise stated on the Website, other levies imposed by the government.
- 3.2.** No separate shipping costs are charged.
- 3.3.** The content of the Website has been compiled with the greatest care. However, SIGNALSOFT Nederland 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 SIGNALSOFT Nederland are therefore subject to obvious programming and typing errors.
- 3.4.** SIGNALSOFT Nederland cannot be held responsible for (colour) deviations due to screen quality.

Article 4. Conclusion of the agreement

- 4.1.** The Agreement is concluded at the moment of acceptance by the Customer of the offer of SIGNALSOFT Nederland and compliance with the conditions set by SIGNALSOFT Nederland.
- 4.2.** If Customer has accepted the offer electronically, SIGNALSOFT Nederland will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Customer has the option to dissolve the Agreement.
- 4.3.** If it appears that incorrect information has been provided by Customer upon acceptance or otherwise entering into the Agreement, SIGNALSOFT Nederland has the right to fulfil its obligation only after the correct information has been received.
- 4.4.** SIGNALSOFT Nederland can inform itself within legal frameworks whether Customer can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, on the basis of this investigation, SIGNALSOFT Nederland has good reasons not to enter into the Agreement, it is entitled to refuse an order or request, stating reasons, or to attach special conditions, such as prepayment, to the execution.

Article 5. Registration

- 5.1.** In order to make optimal use of the Website, the Customer can register via the registration form / account registration option on the Website.

- 5.2.** During the registration procedure, the Customer chooses a username and password with which he can log in to the Website after registration. The customer is responsible for choosing a sufficiently reliable password.
- 5.3.** The customer must keep his login details, his username and password strictly confidential. SIGNALSOFT Nederland is not liable for misuse of the login details and may always assume that a Customer who registers on the Website is actually that Customer. Everything that happens through the Customer's account is the responsibility and risk of the Customer.
- 5.4.** If Customer knows or suspects that his login details have fallen into the hands of unauthorized persons, he must change his password as soon as possible and/or inform SIGNALSOFT Nederland accordingly, so that SIGNALSOFT Nederland can take appropriate measures.

Article 6. Execution of the Agreement

- 6.1.** As soon as the order has been received by SIGNALSOFT Nederland, SIGNALSOFT Nederland will send the products as soon as possible in compliance with the provisions of paragraph 3 of this Article.
- 6.2.** SIGNALSOFT Nederland is entitled to engage third parties in the performance of the obligations arising from the Agreement.
- 6.3.** On the Website, it is clearly described, in good time before the conclusion of the Agreement, how delivery will take place and within which period the products will be delivered. If no delivery period has been agreed or stated, products will in any case be delivered within 30 days.
- 6.4.** If SIGNALSOFT Nederland cannot deliver the products within the agreed period, it will inform the Customer accordingly. In that case, the customer can agree to a new delivery date or he will be given the opportunity to dissolve the Agreement free of charge.
- 6.5.** SIGNALSOFT Nederland advises Customer to inspect the delivered products and to report the defects found within a reasonable time, preferably in writing. See the article on warranty and conformity.
- 6.6.** As soon as the products to be delivered have been delivered to the specified delivery address, the risk, with regard to these products, passes to the Customer. If expressly agreed otherwise, the risk will be transferred to the Customer earlier. If the Customer decides to collect the products, the risk passes upon transfer of the products.
- 6.7.** SIGNALSOFT Nederland is entitled to deliver a similar product of similar quality as the ordered product, if the ordered product is no longer available. The customer is then entitled to dissolve the Agreement free of charge and to return the product free of charge.

- 6.8.** Download software can only be downloaded for a limited time. The customer must provide a backup copy. The customer is responsible for this.

Article 7. Right of withdrawal

- 7.1.** This article only applies to the Customer being a natural person who is not acting in the exercise of his profession or business.
- 7.2.** Customer has the right to dissolve the distance Agreement concluded with SIGNALSOFT Nederland within 14 days after receipt of the product, without giving reasons, free of charge.
- 7.3.** The period starts on the day after the Customer, or a third party designated in advance by him, who is not the carrier, has received the product, or:
- if the Customer has ordered several products in the same order: the day on which the Customer, or a third party designated by him, received the last product;
 - if the delivery of a product consists of several shipments or parts: the day on which the Customer, or a third party designated by him, received the last shipment or the last part;
 - in the case of Agreements for regular delivery of products during a certain period: the day on which the Customer, or a third party designated by him, has received the first product.
- 7.4.** Customer must bear the return costs himself, if these costs are higher than the regular postal rate, SIGNALSOFT Netherlands will provide an estimate of these costs. The shipping costs incurred by the Customer when purchasing the product are not included in the costs for returning and remain at the Customer's own expense.
- 7.5.** Within the withdrawal period referred to in paragraph 1, the Customer will handle the product and packaging with care. The customer will only open the packaging and use the product to the extent necessary to verify the nature, characteristics and operation of products. The starting point here is that this inspection may not go beyond what the Customer could do in a physical store.
- 7.6.** Customer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in the previous paragraph.
- 7.7.** Customer may dissolve the Agreement in accordance with the period set out in paragraph 1 of this Article by sending the model withdrawal form (digitally) to SIGNALSOFT Nederland, or otherwise unambiguously notifying

SIGNALSOFT Nederland that he renounces the purchase. SIGNALSOFT Netherlands confirms receipt of that report in the event of a digital report. After dissolution, the Customer has 14 days to return the product. It is also possible to return the product immediately within the cooling-off period set out in paragraph 1 of this Article, provided that the model withdrawal form or other unambiguous statement for withdrawal is enclosed.

Products can be returned to:

SIGNALSOFT Nederland
Zilversmidshoeve 305
7326RK, Apeldoorn

7.8. Amounts already paid by the Customer (in advance) will be refunded to the Customer as soon as possible, but no later than 14 days after dissolution of the Agreement, in the same way as the Customer has paid for the order. If Customer has chosen a more expensive method of delivery than the cheapest standard delivery, SIGNALSOFT Netherlands does not have to refund the additional costs for the more expensive method. Unless SIGNALSOFT Nederland offers to collect the product itself, SIGNALSOFT Nederland may wait to refund until SIGNALSOFT Nederland has received the product or until Customer demonstrates that he has returned the product, whichever is earlier.

7.9. On the Website, information about whether or not the right of withdrawal applies and any desired procedure are clearly stated in good time before the conclusion of the Agreement.

7.10. The right of withdrawal does not apply to:

- Products created by the entrepreneur in accordance with the Customer's specifications;
- Audio and video recordings and computer software of which the Customer has broken the seal;
- The supply of digital content other than on a tangible medium if the performance has started with the express prior consent of the Customer and he has declared that he thereby loses his right of withdrawal.

Article 8. Payment

8.1. Customer must make payments to SIGNALSOFT Netherlands according to the payment methods indicated in the ordering procedure and possibly on the Website. SIGNALSOFT Netherlands is free in the choice of offering payment methods and these may also change from time to time. In case of payment after delivery, the Customer has a payment term of 14 days starting on the day after delivery.

- 8.2.** As long as full payment has not been made, the customer's access to the webshop may be restricted until the full amount of the order has been paid.

Article 9. Warranty and conformity

- 9.1.** This article only applies if there is a Customer who is not acting in the exercise of his profession or business. If a separate warranty is given by SIGNALSOFT Nederland on the products, this applies to all types of Customers, without prejudice to the aforementioned data.
- 9.2.** SIGNALSOFT Nederland guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed, SIGNALSOFT Nederland also guarantees that the product is suitable for other than normal use.
- 9.3.** A warranty provided by SIGNALSOFT Nederland, manufacturer or importer does not affect the legal rights and claims that the Customer already has and can invoke under the Agreement.
- 9.4.** If the delivered product does not comply with the Agreement, Customer must inform SIGNALSOFT Netherlands within a reasonable period of time after discovering the defect.
- 9.5.** If SIGNALSOFT Nederland considers the complaint to be well-founded, the relevant products will be repaired, replaced or reimbursed after consultation with the Customer. The maximum compensation is, subject to the Article concerning liability, equal to the price paid by the Customer for the product.

Article 10. Complaints procedure

- 10.1.** If Customer has a complaint about a product (in accordance with the Article regarding warranty and conformity) and/or about other aspects of the services of SIGNALSOFT Nederland, he can submit a complaint to SIGNALSOFT Nederland by telephone, e-mail or post. See the contact details at the bottom of the General Terms and Conditions.
- 10.2.** SIGNALSOFT Nederland will provide Customer with a response to his complaint as soon as possible, but in any case within 14 days after receipt of the complaint. If it is not yet possible to provide a substantive or definitive response, SIGNALSOFT Nederland will confirm the complaint within 14 days of receipt of the complaint and give an indication of the period within which it expects to give a substantive or definitive response to Customer's complaint.

- 10.3.** Customer who is not acting in the exercise of his profession or business can also submit a complaint via the European dispute resolution platform, which can be reached via <http://ec.europa.eu/odr/>

Article 11. Personal data

- 11.1.** SIGNALSOFT Nederland processes the personal data of the Customer in accordance with the privacy statement published on the Website.

Article 12. Final provisions

- 12.1.** The Agreement is governed by Dutch law.
- 12.2.** Insofar as rules of mandatory law do not prescribe otherwise, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where SIGNALSOFT Nederland is located.
- 12.3.** If a provision in these General Terms and Conditions proves to be null and void, this does not affect the validity of the entire General Terms and Conditions. In that case, the parties will adopt (a) new provision(s) as a replacement, which will give shape to the intention of the original provision as much as legally possible.
- 12.4.** In these General Terms and Conditions, "in writing" also means communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

Contact Information

If you have any questions, complaints or comments after reading these General Terms and Conditions, please feel free to contact us in writing or by e-mail.

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This text has been translated from Dutch to English. In case there are differences in the translated text, the Dutch text is always leading.