

Terms of Sale (“Terms”)

These terms are applicable for product purchases made by consumers on our webshop: www.mycreation.lighting.philips.com (“Webshop”)

Please read these Terms carefully before ordering products on our Webshop.

if you are located in any of the countries identified below, additional country-specific terms may apply to you and are viewable at the end of these Terms or by clicking on the country reference link. These additional terms override the Terms below to the extent of any inconsistency.

Austria, Belgium, France, Germany, Netherlands

1. Who we are and how to reach us

We are Signify and its affiliates, such depending on the country you are located (“we” or “our”).

Please click on your country below to find out with which entity you are dealing:

Austria, Belgium, France, Germany, Netherlands

You can reach us via: info-mycreation@signify.com or via the contact form or chat button as displayed on our Webshop Monday till Friday from 09:00 until 17:00 GMT.

2. When are these terms applicable?

These Terms are applicable for product purchases made by consumers on our Webshop

When you place an order, we will send you an email acknowledging receipt of your order. Our acceptance of the order takes place when the products are shipped to you - we will send you an email confirming that the products have been shipped (“Order Confirmation”). At this point a contract, containing these Terms, comes into existence and is binding on you and us (the “Contract”).

If we do not accept your order, we will contact you and explain why, e.g. our examination shows that you are too young to order our products independently, your billing information is not correct or not verifiable, the product is not available, there has been an error in the price displayed on the Webshop, or under which additional conditions we are willing to accept your order.

In these Terms we have described what we expect from you and what you can expect from us.

We will include all relevant information and data that you need with your Order Confirmation. You can also find this information on our Webshop.

We reserve the right to modify these Terms. On our Webshop, you can find the most recent version. Modified terms will only be applicable to orders made after such modifications.

3. Our products as offered via the Webshop

We will inform you about the products we offer, the duration for which specific products are offered, the costs of the products, any specific conditions of sale and how you can return a purchased product if you change your mind.

We do everything in our power to make sure the information displayed on our Webshop is correct. However, sometimes information might be incorrect. If it is immediately apparent to you that the information displayed is too good to be true, you cannot hold this against us.

4. The total price, including all taxes and additional charges

All our products on our Webshop include the exact pricing including VAT and any additional charges. The prices are in local currency EURO except for the United Kingdom where prices are quoted in local currency. If you change the country of delivery while browsing or during check out, prices from that moment may be quoted in a different currency. Please note that changing the country of delivery may have an influence on the price due to a change in currency or to country specific pricing. The price that you will have to pay to us, is the price indicated at the moment you press the order button on our Webshop.

If paying by credit card, the total amount for your entire order will be reflected on your statement in your local currency.

If your local currency is different from the currency in which the prices are quoted, your bank will apply the exchange rate applicable per the date of purchase. Your bank may apply a different exchange rate, which is beyond our control.

Shipping costs are charged in addition to the price, unless we specifically indicated on our Webshop that we will pay for such costs. If we do charge shipping costs, we will specify such cost clearly on our Webshop during the ordering process and before you press the order button.

5. How can you pay?

On our Webshop we clearly explain for each country how you can pay for the products that you purchase via our Webshop.

We are working on a secure web environment by taking appropriate technical and organizational measures so that your data and payment details are treated securely online.

6. When and how will you receive your order?

During the ordering process you can indicate the shipping address where you'd like to receive your order. We will deliver the products within the dates and available delivery times as indicated on our Webshop. We will contact you if there is a delay. If you do not agree with a later delivery, you may cancel the order free of charge. We will repay any prepaid amount via the same payment method that you used to make the purchase. You are not entitled to compensation for late or no delivery. The risk of non-delivery is ours, but we will not compensate.

Please note that at this moment we only deliver in the countries indicated on our Webshop. We do not accept an order intended for delivery outside of these countries.

Ownership and risk of loss of the products are transferred upon delivery of the products. [see Dutch terms].

We use a carrier for the delivery of the products. As soon as the carrier receives the products from us, we will send you an e-mail with a track trace, so you can trace your delivery.

Please contact us if there are any problems with your delivery via the chat button on our Webshop or via info-mycreation@signify.com

7. What if you change your mind?

Cancel order

You can cancel the order until the moment you receive the Order Confirmation via the chat button on our Webshop or via info-mycreation@signify.com

Right of withdrawal

You have a cooling off period of 14 days after receiving the product to let us know, without giving us any reason, that you have changed your mind and want to invoke your right of withdrawal (when ordering multiple products and separate delivery thereof, the cooling off period starts at the receipt of the last product in your order).

Please contact us via info-mycreation@signify.com or the chat button on our Webshop to inform us of your decision to cancel your purchase.

Exceptions

You cannot send back and will therefore not receive a refund for personalized and / or customized products made in accordance with your specifications, unless we explicitly state on our Webshop that you may still return such product and receive a refund.

Return product

You must return the products to us as quickly as possible, but in any case, within 14 days of your notification. You can find all relevant information about our return procedure in your order. We will confirm receipt of your notification.

Shipping costs return shipment

You will only have to pay for the return shipping cost if we have explicitly informed you at the moment of purchase that such cost will have to be paid by you.

Reimbursement

The reimbursement of the price paid for the returned product and any paid delivery return shipping costs will take place within 14 days after your notification, provided that we have received the products within this period or that you have send us proof of return. We use the same payment method for repayment as the one used by you to pay us.

Please note we have the right to deduct a value reduction from the total reimbursement amount. A value reduction takes place if the product or its packaging has been damaged and / or the product has been used visibly. The basic principle here is that you may view the product as you would do in a store. We will contact you if we notice a depreciation.

8. What if there is a problem with a product?

Contact us via: info-mycreation@signify.com or via the contact form or chat function on our Webshop if something is wrong with your product. We will then check together whether you are still entitled to a statutory guarantee or perhaps to an additional guarantee. If we offer an additional guarantee, this is stated on the guarantee certificate that you received with the delivery of the product. Such additional commercial warranty will not affect your legal rights available under applicable law.

9. How will you use my personal data?

The privacy of our customers is important to us. Our [privacy policy](#) on our Webshop explains how we handle your personal data.

10. Events Outside Our control

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

- a) We will contact you as soon as reasonably possible to notify you; and
- b) Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Where the Event Outside Our Control affects our delivery of a product to you, we will arrange a new delivery date with you after the Event Outside Our Control is over. You may cancel the order if an Event Outside Our Control takes place and you no longer wish us to supply the ordered products. Please see your cancellation rights under "What if you change your mind?" above.

11. What if you have a complaint?

The laws of the Netherlands govern these terms.

Please contact us via the chat button on the Webshop or via info-mycreation@signify.com. We will look for a solution together.

If we cannot come to a solution, you will of course always retain the protection that the law of the country in which you live provides, if we also deliver there. In that context we draw your attention to [European Online Dispute Resolution](#).

11. Country-specific Terms

If you are located in one of the following countries, the additional terms below will apply and override any inconsistent terms set forth above. The Netherlands The following paragraph is added to the section 'how can you pay'?

You can pay afterwards via your credit card. The amount is then charged upon delivery. We can refuse post-payment if a credit check turns out negative.

The following sentence is added to the section 'When and how will you receive your order? In the event of payment after delivery, ownership of the products is transferred on payment.

Please find your location below for the details on the Signify entities responsible:

Austria

Signify Austria GmbH

Address: Europlaza, Kranichberggasse 4, 1120, Vienna, Austria

Registered number: 101630

VAT: 08 386/9750

Belgium

Signify Belgium NV

Address: Tweestationsstraat 80, 1070 Brussel, Belgium

Registered number: 0403138532

VAT: BE0403138532

Germany

Signify GmbH

Address: Röntgenstrasse 22, 22335 Hamburg/Deutschland

Registered number: Hamburg, HRB 138583

VAT: (USt-ID) 812104547

The Netherlands

Signify Netherlands B.V.

Address: High Tech Campus 48, 5656 AE, Eindhoven, Nederland

Registered number: 17061150

VAT: NL009076992B01