



Additional Conditions of Invited BV

Invited applies the General Terms and Conditions which have been drafted by the Dutch Homeshopping Association (Nederlandse Thuiswinkel Organisatie) which have been prepared in consultation with the Consumers' Association (Consumentenbond) in the context of the Self-Regulation Coordination Group (Coördinatiegroep Zelfreguleringsoverleg – CZ) of the Social Economic Council (Sociaal-Economische Raad) and came into force on 1 June 2014.

For the specific details of the rights and obligation arising from the purchase agreement to be entered in to with Invited, the following Additional Conditions apply.

In the event one or more of these Additional Conditions is/are contrary to the General Terms and Conditions, the consumer can always rely on the condition which is most favourable to him/her.

Clause 1 - Definitions

In these conditions, the following terms have the following meaning.

1. Invited: Invited B.V., trading under the names: invited-smartlock.com and listed in the commercial register of the Chamber of Commerce under number: 61318914, with business address Marchandweg 45 (NL - 3771 MN) Barneveld and telephone number +31 (0)342-405050 and e-mail address: info@invited-smartlock.com.
2. Consumer: the natural person not acting in the performance of a profession or business entering into a distance agreement with the entrepreneur.
3. Service Centre: The establishment of Invited as set out in clause 1.1 or another service centre as notified to the consumer by Invited.
4. Fitter: a person or company who/which on instruction of the consumer, whether or not on recommendation of Invited, carries out work to (a) Invited Smartlock and/or to (b) the objects on which the Invited Smartlock is fitted and/or to (c) software with which the Invited Smartlock can be linked to a (different) domotica component.
5. Right of withdrawal: the option of the consumer to not proceed with the purchase within the cooling-off period.

Clause 2 - Applicability

1. These Additional Conditions apply to each offer by Invited and each distant agreement entered into between Invited and the consumer.
2. Before the distant agreement is entered into, the text of these Additional Conditions are made available to the consumer. If this is not reasonably possible, before the distant agreement is entered into, it will be indicated that the Additional Conditions can be inspected at Invited and that they will be sent to the consumer free of charge as soon as possible on request.
3. If the distant agreement is entered into electronically, the text of these Additional Conditions may, in departure from the previous paragraph and before the distant agreement is entered into, be made available to the consumer electronically in such a way that they can be stored by the consumer in a convenient manner on a permanent data carrier. If this is not reasonably possible, before the distant agreement is entered into, it will be indicated where the Additional Conditions can be electronically inspected and that they will be sent to the consumer free of charge electronically or in a different manner on request.

Clause 3 - Fitting of Invited Smartlock

1. The consumer acknowledges that after entering into a purchase agreement, Invited is only obliged to deliver the Invited Smartlock-conform product and that fitting and installation of the product has not been tacitly agreed.
2. Invited makes efforts, including by means of providing a clear installation manual, to make it as easy as possible for the consumer to fit and/or install the Invited Smartlock themselves but this can never be interpreted as a result obligation to the proper functioning of the Invited



Smartlock in the home of the consumer as Invited is not familiar with the design of the object on which the Invited Smartlock must be fitted.

3. The Invited Smartlock is a product that in principle, using the installation manual, must be able to be fitted by a recognised party experienced in replacing cylinders, locks and door furnishings.
4. Invited can, at the request of the consumer, provide a list of fitters/installers who are recognised as service partners of Invited and of which it is established that they are able to fit and/or install the Invited Smartlock.
5. The consumer must at all times contact the fitter themselves in order to enter into an agreement with them at their own expense for the fitting/installation of the Invited Smartlock.

Clause 4 - Right of withdrawal

1. The term for the right of withdrawal expires 14 days from the day on which the consumer acquires the physical possession of the last item (of one order). In order to invoke the right of withdrawal, the consumer must notify Invited in an unambiguous statement (in writing by post or e-mail for example) of the decision to withdraw from the agreement. The consumer can use the enclosed standard withdrawal form to this end but is not obliged to do so.
2. If the consumer uses this option, he shall immediately send Invited a confirmation of the withdrawal on a permanent information carrier (by e-mail for example).
3. In order to comply with the withdrawal term, it is sufficient to send the notification regarding the exercising of the right of withdrawal before the withdrawal term has expired.

Clause 5 - Goods returned first

1. Partly because Invited has the right to wait before giving a refund until it has received the goods back or the consumer has demonstrated that he has send the goods back, the consumer acknowledges that during the withdrawal term he must retain the original locks, cylinders and keys so that they can be temporarily refitted in anticipation of any new to be fitted product.
2. The consumer is obliged to send back or hand back the goods to Invited immediately or in any event no later than 14 days from the day on which the decision to withdraw has been notified. The consumer is on time if the goods have been sent back before the term of 14 days has expired.
The consumer acknowledges that the direct costs of returning the goods are for his own account.

Clause 6 - Refund

1. If the consumer withdraws from the agreement, the consumer immediately receives all the payments which have been made up to that time, including delivery costs (excluding any extra costs as a result of the choice for a different method of delivery than the cheapest standard delivery offered by Invited) back from Invited but in any event no later than 14 days after Invited has been notified of the decision to withdraw from the agreement.
2. Invited refunds the consumer using the same payment instrument with which the original transaction had been made unless expressly otherwise agreed; in any event no costs shall be charged for a refund.

Clause 7 - Guarantee

1. Invited grants a one year guarantee on the functionality of the mechanical parts and as a result of any production faults in the whole product.
2. Invited in no way whatsoever guarantees that the Invited Smartlock product is compatible with the software of (domotica) systems of third parties.
3. Invited in no way whatsoever guarantees that the encryption in the software of the Invited Smartlock product after delivery of the Invited Smartlock is at all times secure and will continue to be protected from malicious persons who try to hack the Invited Smartlock software.



4. Every right to the guarantee lapses if the Invited Smartlock is opened whereby the seal is broken.
5. In order to be able to claim under the guarantee, the consumer must register the guarantee claim online with the Invited Service Centre.
6. The consumer must send the Invited Smartlock to the Service Centre for assessment. This means that the consumer acknowledges that during the guarantee term the consumer must retain the original locks, cylinders and keys or at any rate must have an alternative solution ready for the Invited Smartlock temporarily not being available.
7. The costs of the assessment must be paid by the consumer if no claim under the guarantee existed. The costs of repair of the Invited Smartlock which are for the account of the consumer shall be notified in advance to the consumer so that the consumer can first give his consent to those before the repair is carried out.
8. If the consumer decides not to return the Invited Smartlock but to engage a technician, any (call-out) charges, labour and material costs which are payable as a result of such are, also in view of the provisions in clause 7.6, for account of the consumer. If it is established that the Invited Smartlock was subject to nonconformity, Invited is prepared to refund the consumer the costs equal to the amount involved for the repair of the Invited Smartlock in the Invited Service Centre.

Clause 8 - Liability

1. Without prejudice to any other rights, Invited is under no circumstances liable to pay any compensation if:
 - It cannot be demonstrated that a defect was present in the Invited Smartlock at the time of it being put on the market;
 - In view of the state of the art, Invited could not have been aware of the presence of the defects;
 - The defects are due to the design of the object in/on which the Invited Smartlock must be incorporated, installed or fitted.
 - The loss is due to errors by the buyer, or any third party, including incorrect instructions, wrong manoeuvres, incorrect operation or transformations;
 - The defects are the result of the compliance of the goods with mandatory regulations imposed by government;
 - If the loss is due to a defect in maintenance or to maintenance which is contrary to the instructions as provided by Invited;
 - If the loss is due to the intervention of a third party not recognised by Invited.
2. The buyer shall indemnify Invited against all claims or rights which third parties might bring or exercise against Invited on the basis of any defect or loss arising from the circumstances as set out in the previous clause.

Clause 9 - Choice of law

1. These Additional Conditions are governed by Dutch law.