



General Terms and Conditions

Article 1 Definitions

1. Psytec is a one-man business whose objective is to sell and supply therapy-related products, in the broadest sense of the word.
2. In these General Terms and Conditions, "Customer" is understood to mean: the legal entity or partnership of legal entities, or the intermediary or representative acting on its behalf, that makes use of the Services of Psytec as referred to in paragraph 4 of this article.
3. In these General Terms and Conditions, "Agreement" is understood to mean: the legal relationship between Psytec and the Customer, in the broadest sense of the word.
4. In these General Terms and Conditions, "Services" are understood to mean: all products and services supplied by Psytec and/or third parties engaged by it to the Customer, including the sale and delivery of therapy-related products, as well as all other activities performed by Psytec for the Customer, of whatever nature, including activities performed other than at the Customer's explicit request.
5. In these General Terms and Conditions, "Website" is understood to mean: the Website <https://www.emdr-lightbar.com>.

Article 2 Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all Agreements between the Customer and Psytec under which Psytec provides Services, all in the broadest sense of the word.
2. These General Terms and Conditions therefore also apply to Agreements with Customers who have their registered office or are otherwise established outside the Netherlands, or under which delivery must be made outside the Netherlands.
3. Any deviations from these General Terms and Conditions are only valid if they are explicitly agreed in writing with Psytec, or if circumstances show that Psytec is deemed to have agreed to them.
4. Any deviation from these General Terms and Conditions by Psytec will never result in the Customer being able to derive a future right or any other claim therefrom, all in the broadest sense of the word.
5. The applicability of any of the Customer's purchasing or other conditions is expressly excluded, unless explicitly agreed otherwise in writing.
6. The General Terms and Conditions also apply to any additional or altered assignments from the Customer.

Article 3 The Agreement

1. All offers on Psytec's Website are subject to contract, unless explicitly indicated otherwise.
2. The Agreement is formed by the Customer placing the order on Psytec's Website, unless agreed otherwise.
3. If Psytec sends the Customer a confirmation, this confirmation will be decisive for the content and interpretation of the Agreement, subject to obvious errors in writing. Psytec cannot be held to uphold its offer if the Customer should reasonably understand that the offer or part thereof contains any obvious mistakes or errors in writing.
4. If the Customer makes notes or reacts to Psytec's quotation, these are not part of the Agreement, unless Psytec confirms them in writing.

Article 4 Performance of the Agreement

1. Psytec is entitled to have third parties carry out certain activities that are necessary for the proper performance of the Agreement.
2. When engaging third parties, Psytec will exercise due care and consult the Customer about the selection of these third parties, insofar as this is reasonably possible and customary in the relationship with the Customer. The costs of engaging these third parties will be borne by the Customer, if Psytec believes this is reasonable, and will be charged on to the Customer by Psytec, should such a case arise.
3. The Customer will ensure that all information that Psytec deems necessary, or that the Customer should reasonably understand is necessary for the performance of the Agreement, is provided to Psytec in a timely fashion. If the information necessary for the performance of the Agreement is not provided to Psytec in time, Psytec has the right to suspend the performance of the Agreement and/or to charge the Customer for the additional costs arising from the delay at the then customary rates.
4. The Customer ensures that Psytec can perform its obligations arising from the Agreement in a timely and proper manner. If the Customer does not comply with its agreements in this respect, the Customer will be required to compensate for the ensuing loss.
5. If a term has been agreed on or indicated for the performance of Services, this will never be a final deadline. If a term is exceeded, the Customer must give Psytec written notice of default, giving Psytec a reasonable period in which to remedy this and perform the Agreement.

Article 5 Suspension, dissolution and early termination of the Agreement

1. Psytec is entitled to suspend compliance with the obligations or dissolve the Agreement if the Customer fails to comply with the obligations under the Agreement or fails to do so in full or in time, or if Psytec has good reason to fear that the Customer will default on its obligations.
2. Furthermore, Psytec is authorised to dissolve the Agreement in case of circumstances of such nature that performance of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be required.

3. If the Customer does not comply with the obligations arising from the Agreement and this non-compliance justifies dissolution, Psytec is authorised to dissolve the Agreement with immediate effect without any obligation on its part to pay any compensation, whereas the Customer, on account of breach of contract, is obliged to pay compensation or indemnification.
4. The Customer will be entitled to dissolve the Agreement without stating any reasons, if the Customer wants to make use of a satisfaction guarantee offered by Psytec. This satisfaction guarantee applies for a period of fourteen (14) days of receipt of one of the products delivered by Psytec. Any costs associated with the use of this satisfaction guarantee will be borne by the Customer.
5. A dissolution pursuant to the provisions of Article 5(4) will only take place if Psytec is informed of this unequivocally. The Customer will ensure that such a message is actually received by Psytec. If it appears in retrospect that no such message was received, it will not be possible to dissolve the Agreement.
6. The provisions of Article 5(4) will cease to apply if the products, or any packagings, delivered by Psytec are returned in damaged condition, at Psytec's discretion. If the aforesaid damage, which should reasonably be at the Customer's risk, has resulted in any decrease in value, the Customer will be required to compensate Psytec for this loss.

Article 6 Cancellation

1. The Agreement can be cancelled until after the quotation has been signed, in which case all obligations of the parties will lapse by operation of law. Any work already performed or payments already made must be reversed.
2. If Psytec has already incurred costs for the performance of the Agreement, or if these costs should reasonably be at the Customer's risk, the Customer will be required to compensate for these costs.

Article 7 Costs, fee and payment

1. All amounts stated in the quotation are in euros and inclusive of VAT, unless stated otherwise.
2. Psytec reserves the right to correct any obvious clerical errors in the quotation.
3. Payment is made via iDeal, Mastercard, Visa, PayPal, Bancontact, Vpay, Maestro and other means of digital (bank) transfer, offered by Psytec on its Website, unless agreed otherwise.
4. All invoices must be paid with due observance of a payment term of fourteen (14) days, unless a different term is agreed upon.
5. The Customer is obliged to immediately inform Psytec of any inaccuracies in the payment details stated or provided.
6. If the Customer fails to pay an invoice in time, the Customer will be in default by operation of law, without any further notice of default being required for this purpose. The Customer will owe statutory interest in that case. The interest on the amount due will be charged from the moment that the Customer is in default until the moment of payment in full of the outstanding amount.

7. If Psytec decides to collect a claim for non-payment of one or more unpaid invoices by legal means, the Customer will, in addition to the principal sum due and the interest referred to in paragraph 6 of this article, also be required to reimburse any judicial and extrajudicial costs reasonably incurred. The reimbursement of judicial and extrajudicial costs incurred will be determined in accordance with the then applicable Decision that pertains to the reimbursement of extrajudicial collection costs.

Article 8 Delivery

1. Delivery will be made within the period stated on Psytec's Website.
2. If delivery is not made within this period, the Customer will inform Psytec of this. Psytec will ensure that delivery is made as soon as possible, unless this is not possible in accordance with the standards of reasonableness and fairness.
3. If Psytec fails to make timely delivery, this will be no valid reason to dissolve the Agreement and will be no reason for compensation, or liability, in any form either.
4. All transport risks are borne by Psytec.

Article 9 Guarantees

1. Psytec guarantees that the products delivered will function properly, i.e. meet the reasonable requirements of soundness and/or usability applicable thereto, for a period of twelve (12) months following delivery of these products.
2. In case of a breach of the above guarantee, the Customer must report this to Psytec within fourteen (14) days in order to make a claim under the relevant guarantee.
3. Any incorrect use, which includes but is not limited to, any failure to properly follow the instructions given in the user manual, will result in the expiry of the aforesaid guarantee, without the Customer being able to claim any compensation from Psytec.

Article 10 Liability

1. The Customer is responsible for submitting correct and representative data and information necessary for the execution of the Agreement. Psytec is not liable for damage or loss resulting from, for example, an incorrect order if the Customer has provided incorrect, non-representative or irrelevant data.
2. The delivery period as referred to in Article 8(1) of these General Terms and Conditions can only be provided by approximation. Although every attempt will be made to meet the delivery date, Psytec will never be liable for the consequences of said period being exceeded. If the period is exceeded, this will never give the Customer the right to cancel the Services or refuse the receipt or payment of the Products, nor will Psytec owe the Customer any compensation either.

3. Psytec is not liable for errors or omissions by the third parties engaged by it. By using the Services of Psytec, the Customer grants Psytec the authority to accept a limitation of liability on behalf of the Customer if a third party engaged by Psytec wishes to limit its liability.
4. Psytec is not liable for indirect damage or loss, including but not limited to consequential damage or loss.
5. Psytec is not liable for any damage or loss arising from the incorrect use of the delivered products, including but not limited to, any failure to properly follow the instructions given in the user manual.
6. Psytec is not liable for any errors in writing on the Website.
7. Psytec is not liable for any failure to comply with the obligations arising from the Agreement or any failure to do so in time, if this is caused by force majeure as referred to in Article 11 of these General Terms and Conditions.
8. The Customer indemnifies Psytec against any third-party claims of whatever nature related to the Services.
9. If Psytec is held liable, it will only be liable for direct damage or loss that the Customer has actually suffered or paid on account of a demonstrable failure by Psytec to comply with its obligations with respect to its Services.
10. Liability of Psytec is limited to the amount covered and paid out by the insurance company. If the insurance company does not pay out or if Psytec is not insured, liability will in any case be limited to the amount paid by the Customer.
11. The limitation of liability set out in this article does not apply in case of intent or deliberate recklessness on the part of Psytec.
12. This provision does not exclude liability insofar as liability cannot be limited or excluded by law.

Article 11 Force majeure

1. Force majeure is defined as all external causes, through no fault of Psytec and beyond its control, that render timely, complete or correct performance of the Agreement impossible.
2. Force majeure as referred to in the previous paragraph includes but is not limited to: non-performance by a third party, illness of staff of Psytec itself or a third party, abnormal weather conditions, disruptions in the supply of water and energy, strikes, serious failures in the systems of Psytec, fires, floods, natural disasters, riots, war or other internal civil commotion.
3. In the event of force majeure, compliance with the Agreement will be suspended for as long as the force majeure continues.
4. If the force majeure continues for more than one month, both parties will be entitled to terminate the Agreement without judicial intervention. In such an event, Psytec will refund any paid amounts, less all costs that Psytec has incurred in respect of the Agreement.

Article 12 Complaints

1. The Customer is obliged to inspect or instruct a third party to inspect the delivered product at the time of delivery or as soon as possible thereafter. In

- doing so, the Customer must inspect whether the quality and quantity of the delivery are in accordance with the provisions of the Agreement.
2. Any errors or inaccuracies that can be or could have been discovered during an initial inspection, taking account of the requirements of reasonableness and fairness, must be reported to Psytec within a reasonable period.
 3. Other complaints, including complaints that could not have been discovered during an initial inspection, must be reported to Psytec in writing within one (1) week of receipt of the product, in accordance with the provisions of paragraph 2 of this article.

Article 13 Confidentiality of data

1. Each of the parties guarantees that all data received from the other party they know or should know to be confidential are kept secret. The party receiving the confidential data will only use them for the purpose for which they were provided. Data are, in any case, considered to be confidential if they have been indicated as such by either party. Psytec cannot be obliged to abide by this if, as a result of a court judgement or statutory provision, or for the correct performance of the Agreement, it is required to provide data to a third party.

Article 14 Complaints procedure

1. If the Customer has a complaint, related to the Services or otherwise, the Customer must send the complaint in writing to info@psytec.nl, or to klantenservice@psytec.nl.

Article 15 Identity of Psytec

1. Psytec is registered with the Dutch Chamber of Commerce under number 58482857 and has its registered office at Jacob van der Borchstraat 52 in (3515XG) Utrecht, the Netherlands.
2. Psytec can be reached by e-mail via info@psytec.nl and via the Website <https://www.emdr-lightbar.com>.

Article 16 Governing law and competent court

1. The legal relationship between Psytec and its Customer is governed by Dutch law.
2. Any and all disputes arising between Psytec and the Customer will be settled by the competent court of the District of Midden-Nederland.