

SE Factory B.V. – EMDR Kit Webshop – Terms of Sale

Version: 20/03/2026

Article 1: Applicability

1.1 These Terms of Sale apply to all offers, quotations, agreements, and deliveries of physical items by SE Factory B.V., located in Groningen, the Netherlands (hereinafter named: "SE Factory") performed or concluded with a buyer (hereinafter named: "the customer").

1.2 These conditions specifically apply to direct sales through the online store www.emdrkit.com.

1.3 These Terms of Sale do not govern the use of the EMDR Kit Online Platform (SaaS); usage of the software platform is governed by a separate document (Platform Terms of Service).

Article 2: Offers and Agreements

2.1 An order may be placed online via the webshop or by email directly with SE Factory. For online orders, a binding agreement is formed only after the customer has actively accepted these Terms of Sale by checking the designated selection box prior to finalizing the purchase. For orders placed via email, these Terms of Sale are provided to the customer before or at the time of concluding the agreement. In all cases, these Terms of Sale are made available in a downloadable and storable format for future reference.

2.2 The purchase agreement is only established once SE Factory has accepted the order by sending an order confirmation. The customer must check this confirmation carefully and contact SE Factory immediately in the event of errors.

2.3 SE Factory is entitled to refuse orders or to attach certain conditions to the delivery. If an order is not accepted, SE Factory will communicate this within ten (10) working days.

2.4 While all statements by SE Factory concerning numbers, sizes, weights, or other product indications are made with care, minor deviations may occur and must be accepted by the customer.

2.5 If and to the extent that any clause of the Terms of Sale is declared null and void or annulled, the other clauses of the Terms of Sale will remain in full force. The customer

and SE Factory will then consult with each other about a new clause to replace the void/nullified clause, whereby the scope and purpose of the void/nullified clause will be taken into account as much as possible.

2.6 If there is discussion regarding the interpretation of one or more clauses of these Terms of Sale, or if a situation arises between the parties that is not regulated in these Terms of Sale, the interpretation must be made 'in the spirit' of these clauses.

2.7 If a situation arises between the parties that is not regulated in these Terms of Sale, this situation must be assessed in accordance with the spirit of these Terms of Sale.

2.8 The parties explicitly exclude the operation of Title 5, Section 2B of Book 6 of the Dutch Civil Code.

Article 3: Intellectual Property Rights

3.1 SE Factory declares that to its knowledge, the products do not infringe on third-party property rights applicable in the Netherlands.

3.2 The customer ensures not to infringe on SE Factory's intellectual property rights (or those of its suppliers) anywhere in the world, nor to allow third parties to do so, for instance by copying or reverse-engineering products.

Article 4: Advice and Usage

4.1 Information and advice provided by SE Factory is of a general nature and without any obligation to act accordingly.

4.2 SE Factory in no instance accepts responsibility for components or materials provided by the customer itself or prescribed by third parties.

4.3 Customers must strictly abide by indications, directions, and instruction manuals provided regarding product usage. SE Factory assumes users are sufficiently competent in English or Dutch to understand these instructions.

Article 5: Prices and Currency

5.1 SE Factory's default currency is the Euro (€). Invoices may also be issued in GBP, AUD, CAD, and USD. The price may vary in different currencies.

5.2 SE Factory always clearly indicates whether prices include or exclude turnover tax, dispatch costs, or other levies.

5.3 **Currency and Exchange Rates:** SE Factory reserves the right to adjust prices in non-Euro currencies at any moment to account for fluctuations in exchange rates.

5.4 **Price Guarantee:** Once an order has been accepted by SE Factory through a written order confirmation, the price stated in that confirmation is binding and will not be changed due to subsequent currency fluctuations.

5.5 The customer indemnifies SE Factory against costs and damages arising from improper tax registration or incorrect data provided regarding turnover tax in EU member states.

5.6 If a customer refuses a delivery due to import duties/taxes, SE Factory will refund the purchase price only after the product is returned in good condition, deducting all original and return shipping costs and any non-refundable duties paid by SE Factory.

Article 6: Delivery and Risk Transfer

6.1 **Indicative Times:** Delivery times provided by SE Factory are indicative and shall not be considered fatal deadlines (*fatale termijnen*). Exceeding a delivery time does not entitle the customer to dissolve the agreement or claim any damages.

6.2 **Risk:** The risk of loss or damage to the products is transferred to the customer the moment the products are handed over to the first carrier (e.g., PostNL, FedEx). SE Factory is not liable for the performance of the carrier.

6.3 **Import Duties:** All import duties, customs clearance costs, and local taxes for international shipments are strictly at the customer's expense.

6.4 **External Delays:** SE Factory is not responsible for delays caused by third-party carriers or international customs procedures. The customer acknowledges that customs clearance is an external process that may significantly extend delivery times.

6.5 **Address Accuracy:** The customer is responsible for providing a correct delivery address. Costs for re-delivery due to address errors are borne by the customer.

Article 7: Retention of Title

7.1 All products delivered remain SE Factory's property until the customer has met all financial obligations toward SE Factory in full.

7.2 Prior to full payment, the customer is not authorized to pledge the products to third parties, establish a lien or transfer ownership. This right is an absolute right and has effect under property law (*goederenrechtelijke werking*).

Article 8: Payment Methods

8.1 Standard Webshop Orders: For purchases made through the online store, payment must be made in advance using one of the payment methods provided during checkout, unless explicitly agreed otherwise.

8.2 Payment on Invoice (B2B): By exception, and only for approved business customers or specific regions, SE Factory may offer payment on invoice. In such cases, payment must occur without restriction, deduction, or settlement within 30 days following the invoice date to a bank account indicated by SE Factory.

8.3 If the customer fails to make payment within the specified term mentioned in Article 8.2, the customer shall be automatically in default (*verzuim*) by operation of law, without any further notice of default (*ingebrekestelling*) being required. From the date of default, SE Factory is legally entitled to charge statutory commercial interest (*wettelijke handelsrente*) and all extrajudicial collection costs (*buitengerechtelijke incassokosten*) incurred to recover the debt.

8.4 If the customer is a legal entity or acting in a professional capacity, SE Factory claims full remuneration of collection costs, with a minimum of 15% of the principal sum or €250.00, unless mandatory local legislation limits this to a lower maximum.

Article 9: Right of Withdrawal, Claims, and Returns

9.1 The customer must inspect the products carefully immediately following receiving.

9.2 30-Day Return Policy: Customers have the right to dissolve the purchase and return their order within thirty (30) days of receiving the products. This can only be done if the products are in new and unused condition.

9.3 Return Procedure: Before returning any physical products, the customer must always first contact SE Factory via email or the website's contact form to initiate the return process and receive return instructions. Unannounced returns may be refused or delayed. The costs of returning the products for non-warranty related reasons are borne by the customer.

9.4 Transport Damage & Visible Defects: The customer must inspect the delivered products immediately upon arrival. Any complaints regarding visible defects, damages, or shortages upon arrival must be reported to SE Factory in writing within seven (7) days of delivery. Failure to report within this timeframe voids the right to replacement or refund for transport-related damages.

9.5 Technical Warranty & Misuse: SE Factory provides a two years factory warranty on hardware products for latent defects (hidden technical faults). This warranty strictly

excludes any defects, malfunctions, or damages caused by misuse, accidents, dropping, water damage, or unauthorized modifications by the user. The burden of proof regarding the origin of the defect lies with the customer.

Article 10: Warranty

10.1 If a valid complaint is submitted promptly regarding manufacturing or material defects, SE Factory will—at its discretion—repair the product, replace it, or grant a discount.

10.2 **Warranty Duration:** The standard warranty on hardware devices expires two (2) years following delivery, except where longer warranty periods are mandated by legally binding local regulations.

10.3 **Wear Parts:** One (1) year of warranty is provided for batteries, wires, cables, stands, and other parts subject to normal wear and tear.

10.4 The warranty is void in cases of misuse, improper storage, usage not in accordance with the manual, or if the customer (or unauthorized third parties) performs repairs or alterations without prior written permission from SE Factory.

10.5 **Warranty Shipping Costs:** In the event of a valid warranty claim, SE Factory will cover the return shipping costs of the defective product.

10.6 **Firmware:** The warranty covers material defects of the hardware. SE Factory does not warrant that firmware or software updates will always maintain compatibility with older operating systems or third-party tools, provided the core hardware functions as intended.

Article 11: Liability and Medical Disclaimer

11.1 **Intended Use:** EMDR Kit hardware products are exclusively designed to support trained EMDR therapists during EMDR treatments.

11.2 **No Medical Liability:** Therapists are at all times solely responsible for the clinical application, the diagnosis, and the results of the treatment in which the EMDR Kit is used. SE Factory is not liable for the results of the treatment, clinical outcomes, or any complaints or claims from a patient/client.

11.3 SE Factory is in no instance liable for any indirect or consequential damage to the customer or third parties, including loss of profit, loss of data, or damage to reputation.

11.4 SE Factory's total liability toward the customer is in all cases limited to the original purchase price (excluding VAT) of the specific product causing the damage, or the amount paid out by SE Factory's corporate liability insurer.

11.5 **Limitation:** Save for cases of intent or gross negligence (*opzet of grove schuld*), SE Factory's total liability is limited to the original purchase price (ex VAT) of the specific product, with an absolute maximum of the amount paid out by SE Factory's corporate liability insurer.

Article 12: Force Majeure

12.1 SE Factory is entitled to suspend its obligations during a force majeure situation (e.g., strikes, supplier failures, natural disasters). If the situation lasts for more than three months, both parties may dissolve the agreement without entitlement to compensation.

Article 13: Applicable Law and Competent Court

13.1 All agreements concluded with SE Factory are subject to Dutch law.

13.2 Applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

13.3 Disputes shall be settled by the competent court in the District of Noord-Nederland, the Netherlands.

13.4 These conditions are drafted in English. In the event of any discrepancies between the English text and any translations thereof, the English text shall prevail and be decisive except where the Dutch text is included, then the Dutch legal meaning prevails.

We kunnen nog een artikel toevoegen over “betaling” (voor als de klant op rekening tóch niet betaalt).