

TERMS & CONDITIONS OF SALE - FULLY EUROPE

The website:

- <https://fully.eu>

(hereafter: the “Website”) and all its subdomains are offered by:

FULLY EUROPE BVBA

Nieuwewandeling 62/10,

B- 9000 Gent

Company number (VAT BE): 0635.808.769.

(hereafter: “Fully”)

E-mail : standup@fully.com

Phone : BE: [+32 484 12 44 02](tel:+32484124402), UK: [+44 80 0069 8262](tel:+448000698262) or DE [+44 30 7001 4476](tel:+443070014476)

Feel free to contact us should you have any privacy-related questions. We promise to reply soon!

1 Definitions and scope of this agreement.

The webshop and website:

- <https://www.fully.eu>

(hereafter: the “Website”) are offered by:

FULLY EUROPE BVBA

Provenierstersstraat 15,

B- 9000 Gent

Company number (VAT BE): 0635.808.769.

(hereafter: “Fully”)

E-mail : standup@fully.com

Phone : [+32 484 12 44 02](tel:+32484124402) or [+44 20 3289 4505](tel:+442032894505)

Feel free to contact us should you have any privacy-related questions. We promise to reply soon!

The following definitions shall have the following meanings:

“Purchaser” means any natural (B2C) or legal (B2B) person that enters into a contractual relationship of any kind with Fully. Each Purchaser agrees not to purchase the products of Fully with the mere purpose to resell or distribute the product in any other way. Further also referred to as **“you”** or **“your”**. The Purchaser must be 16 years of age to place an order. If not, the order needs to be placed by a parent or a legal guardian. Orders placed by someone under the age of 16 will be refused.

“Consumer” means any natural person who is acting for purposes which can be regarded as outside his trade or profession.

“Products” means all goods and services that are the subject matter of one or more sales contracts.

“Goods made to the consumer’s specifications” means non-prefabricated goods made on the basis of an individual choice of or decision by the consumer.

“Sales contract” means any contract under which the trader transfers or undertakes to transfer the ownership of goods to the consumer and the consumer pays or undertakes to pay the price thereof, including any contract having as its object both goods and services.

These General Conditions of Sale shall apply to all current and future sales of Products by Fully to the Purchaser. The Purchaser accepts these terms as well as all other rights and obligations as stated on the website by using the website and/or placing an order.

These General Conditions of Sale shall be always and exclusively applicable, except in the case of an explicit derogation. An explicit derogation is only valid insofar as it is the result of a mutual agreement that is recorded in writing. Explicit derogations are only valid to replace or supplement the clauses to which they relate. This does not affect the applicability of the other provisions of these General Conditions of Sale.

Fully reserves the right to amend and/or supplement the General Conditions of Sale in the future. A future change will obviously have no effect on existing product orders and the resulting agreements. Any amendment or supplement shall enter into force on the first day of the month following the month in which notification of that amendment or supplement was given. The Purchaser is considered to agree with the amendment or supplement of the Terms & Conditions of sale, except in case of withdrawal conform the section “withdrawal’ below.

2 OFFER AND ACCEPTANCE

Our online offer is presented with utmost care. Fully provides information about the features of the products, including technical descriptions and photographs illustrating the products. This entirely in so far as technical means allow and in accordance with the best

standards in the market. The images displayed on our website provide an accurate representation of the substantial features of our products.

Our online offer is presented as an invitation to purchase. Fully is not bound by its offer. An offer is only valid while stocks last.

To purchase a product from the Fully range, the Purchaser must complete our online ordering method. This purchase is binding on the Purchaser. Fully will send a confirmation of the order within seven (7) calendar days, directed at the e-mail address specified by the Purchaser at the moment of ordering. The sale contract shall be concluded as soon as the Purchaser has received the order confirmation email issued by Fully.

Fully retains the possibility to refuse the sending of an order confirmation email or to unilaterally reject an order placement by means of an explicit statement. Fully will inform the Purchaser if the initial order cannot be executed. There is no Sales contract if Fully refuses the order. In such case, all payments that have been made will be soon refunded. The Purchaser is not entitled to any form of compensation.

The Parties expressly acknowledge that the use of different types of electronic communications, such as email, give rise to a valid agreement. This is fully consistent with the Act of March 11, 2003 on electronic trading. Within the limits of what is permitted by law, Fully can make use of all electronic files available to prove the existence of the Sales contract. An ordinary digital or electronic qualified signature is not an essential requisite proof.

3 PRICING

All prices are indicated in EURO and include VAT and other taxes. The individual product price does not include the costs of delivery and other additional costs. Fully will communicate these costs in the last step of our online ordering process.

The price as displayed on the confirmation of order is the final price to be paid, barring the exception of article 2 relating to Prices. Obvious errors in pricing, such as obvious inaccuracies (e.g. more than 10% price difference compared to the average sales price of the past 3 months), can still be corrected by Fully after the conclusion of the sales contract. The Purchaser must communicate any complaints regarding the pricing or the payment within seven (7) calendar days after the confirmation of order, in writing. The filing of a complaint does not suspend due payments.

We have the right to change our prices at any time but commit to always apply the prices that were indicated on our website at the time of your order, unless there were inaccuracies in the pricing of the Products. In such case, the rules above apply and the Price to be paid,

shall be the price in the confirmation of order. Price changes that are due to changes in VAT rates will be borne by the Purchaser.

The use of certain selected payment methods can entail additional costs, which are exclusively borne by the Purchaser.

Invoices will only be provided to legal entities (B2B) on request. Consumers are expressly excluded thereof and will therefore not be able to request an invoice.

For companies: For correct invoicing and VAT exemption (in the case you have a valid non-Belgian VAT number, the 21% Belgian VAT will be deducted automatically), read the following. If you have a valid EU VAT number, add it on the "cart page" (after clicking the "add to cart" button). Once on the "cart page", click on: "Have a VAT number" insert your number and click: "validate".

For regular customers: Regular customers will pay 21% Belgian VAT if they buy from other countries within the EU. Customers from Norway, Switzerland and Serbia on the other hand will not have to pay 21% Belgian VAT because they don't fall under regular EU VAT regulations.

Important note, import taxes/customs may apply for countries that are not part of the economic zone of the European Union. Each country can have its own customs rate so please check on the website of the ministry of finance of the country you reside in. This does not apply for countries that are part of the European Union

4 PAYMENT

Each payment is handled promptly and completely, i.e. when the Purchaser places his order. We accept the payment methods as indicated on our website:

- Mastercard
- VISA
- AmericanExpress
- Paypal
- Discover
- JCB
- Bancontact
- Mister Cash
- Bitcoin

- Belfius
- KBC
- iDEAL
- Sofort Banking

Fully has taken all reasonable measures to ensure safe payments. Our main concerns are a loss or theft of your identity or financial information. The use of the above mentioned authorized payment partners and credit card issuers provide the necessary guarantees.

We make use of the secured payment system Mollie or paypal for the further processing of the payment. This closed security system processes your bank details always in an encrypted manner. Security measures via the SSL protocol are provided.

Fully shall only deliver the order as soon as it has received the full payment of all amounts owed by the Purchaser. Fully always retain ownership of all products ordered until full payment of all amounts due under this Agreement has been made, regardless whether the delivery has already occurred.

5 DELIVERY and INSTALLATION

We process every order with the care it deserves. The order shall be processed within eight (8) weeks upon order confirmation. Fully has the right to stipulate wider delivery terms, which shall be communicated within a reasonable timespan after the order confirmation. The Purchaser may only terminate the agreement if Fully fails to deliver the products within the communicated delivery deadline. In the event of such termination, Fully will reimburse all sums paid without undue delay and no later than fourteen (14) calendar days after termination of the agreement.

Fully uses external parties and carriers for the execution of the delivery. This may have an effect on the delivery. Fully takes however no responsibility for delivery arriving late or for an order which is lost by third parties or by unforeseen circumstances or force majeure. If an order that has been sent remains undelivered, Fully will conduct an investigation at the carrier's end. This can take several days. During this period, Fully cannot provide any reimbursement or proceed to a re-delivery of the products.

The Purchaser is responsible to make the delivery possible at the indicated address, either by being present himself or by designating a third-party present at the indicated address at the moment of the delivery. A delivery is performed as soon as the ordered products are offered one time at the indicated address. If a delivery is unsuccessful due to a failure by the Purchaser or by the third party designated by the Purchaser, the cost of this delivery attempt is fully borne by the Purchaser.

Fully bears the risk for damage and/or loss of the products until the moment of delivery. Risk associated with the goods shall pass from Fully to the Purchaser on delivery. Each delivery requires a signature of the delivery confirmation, but a lack of signature does not affect the transfer of risk.

6 DEFECTS AND COMPLAINTS

The statutory warranty period, as provided in Articles 1641 to 1649 of the Belgian Civil Code, is fully applicable to this agreement. Each Purchaser is consequently entitled to repair or replacement if he finds a defect in the delivered products, to the extent that the requirements of the legal warranty are satisfied. The Consumer enjoys furthermore a statutory warranty period of fifty (50) years on the structural purpose of all parts manufactured by Fully out of 18mm Russian Birch Plywood except for the . On the footrest and on all other parts the Consumer enjoys furthermore a statutory warranty period of two (2) years (Article 1649bis – 1649quinquies Belgian Civil Code). The warranty is not applicable if the Purchaser was aware of the defects at the time of the sale.

The Purchaser or the third party designated by the Purchaser is required to examine the products accurately on their conformity as soon as the products are received. If the product is affected by a visible defect, and the receiver perceives this defect, he must submit a complaint. Purchaser shall communicate these complaints towards Fully in a written statement and in an explicit, unambiguous and motivated manner. This must be done within seven (7) days upon delivery. It is the duty of the Purchaser to motivate this communication sufficiently. We require a statement that uses all reasonable technical resources, such as photos and videos.

The Purchaser must send the defective products back to Fully in their original condition, including packaging, accessories and documentation, and always accompanied by the original invoice or a valid proof of payment. Any deficiency in this obligation will imply a proportional reduction in the repayment. All costs for return shipment shall be borne by the Purchaser. Sending back an order is always at risk of the Purchaser. We recommend a registered and insured return shipment to avoid the risks of loss and theft. This return shipment must be done within seven (7) calendar days after the communication.

The warranty is not applicable in case of:

- Damage caused by normal wear and tear; accidental or intentional changes caused by the Purchaser to the product, including improper and incorrect use; exposure to moisture, fire, earthquake or other external causes.
- Damage caused during the installation and/or caused by a use that is not in accordance with the instructions and information provided. These instructions and information can also be provided via electronic communication channels.

The Purchaser shall not be entitled to send back the products in the absence of a substantiated complaint. If the conditions of warranty are met, the Purchaser is firstly entitled to a free repair or replacement of the ordered products, if the situation renders it possible. Fully is only held to a reimbursement if the reparation or replacement no longer produces the same benefit for the Purchaser. The Purchaser will have to communicate this ground in a clear and motivated manner. Any compensation and reimbursement can never exceed the amount invoiced to the Purchaser.

If the products have been sent back although the conditions were not met, Fully will send the products to the Purchaser back again. The cost of this shipment will be borne by the Purchaser. Fully may stock the returned products at third parties, for account and at the risk of the Purchaser, as long as the costs of return have not been paid.

7 RIGHT OF WITHDRAWAL

7.1 Applicability of the Right of Withdrawal.

The consumer enjoys a right of withdrawal, in accordance with article VI.47 Belgian Code of Economic Law. The right of withdrawal provides the Consumer with the possibility to terminate the contract if, after the delivery, he is not satisfied with the product. No required motivation or penalty fee is applicable. Fully does welcome your feedback in order to improve our services.

If the Consumer applies his right of withdrawal in conformity to the legal conditions, Fully will take care of the reimbursement of the amount actually paid for the product within fourteen (14) calendar days. The *reimbursement* will be carried out through the *same payment method* you used for the initial transaction, unless the consumer expressly agreed otherwise. No fee will be charged for the reimbursement.

Attention: Fully does not reimburse any additional delivery costs, such as the cost endorsed if the consumer selects a delivery method that differs from the cheapest standard delivery method.

According to Article VI.53 of the Belgian Code of Economic Law, the consumer is not entitled to exercise his right of withdrawal in the following cases:

- The supply of goods which are made to the consumer's specifications, or are clearly personalised (Article VI.53.3°)
- Where the goods supplied have, according to their nature, been inseparably mixed with other items after delivery (Article VI.53.6°);

7.2 Exercising the Right of Withdrawal.

The consumer who wishes to invoke the right of withdrawal must communicate his decision explicitly and unambiguously, in a written statement. The communication must happen within fourteen (14) calendar days:

- Sales contract: The day of acquiring physical possession of the goods.
- Service contract: The day of the conclusion of the contract.

It is up to the consumer to prove that he can rely on his right. The following information must always be clearly communicated:

- The following three dates: the date of order, date of receipt and the date on which the right of withdrawal is used;
- Name and address of the Consumer;
- Signature of the Consumer.

The Consumer must remand the products to Fully as soon he has notified his decision to exercise his right of withdrawal, and no later than fourteen (14) calendar days of the communication. The return shipment can only be done by manner of an authorized carrier. In any case, the Consumer will bear all costs and risks of remand. Fully may suspend the reimbursement until receipt of evidence by the Purchaser that the products have been returned.

The Purchaser is liable for any diminished value of the products resulting from the handling of the products beyond what is necessary to establish the nature, characteristics and functioning of the products. Fully is entitled to charge the costs of the impairment in proportion to the repayment.

The Consumer has no right of withdrawal if the above conditions are not met. In that case, the goods will be returned to the Consumer at the expense and risk of the Consumer. Fully undertakes to clearly communicate its motives to the Consumer.

7.3 Additional the Right of Withdrawal.

The consumer who wishes to invoke the addition right of withdrawal must communicate his decision explicitly and unambiguously, in a written statement. The communication must happen within thirty (30) calendar days:

- Sales contract: The day of acquiring physical possession of the goods.

- Service contract: The day of the conclusion of the contract.

It is up to the consumer to prove that he can rely on his right. The following information must always be clearly communicated:

- The following three dates: the date of order, date of receipt and the date on which the right of withdrawal is used;
- Name and address of the Consumer;
- Signature of the Consumer.

The Consumer must remand the products to Fully as soon he has notified his decision to exercise his right of additional withdrawal, and no later than seven (7) calendar days of the communication. The return shipment can only be done by manner of an authorized carrier and in it's original shipping packaging. In any case, the Consumer will bear all costs and risks of remand. Fully may suspend the reimbursement in case the product was found damaged or not returned in the original packaging.

The Purchaser is liable for any diminished value of the products resulting from the handling of the products beyond what is necessary to establish the nature, characteristics and functioning of the products. Fully is entitled to charge the costs of the impairment in proportion to the repayment.

The Consumer has no right of withdrawal if the above conditions are not met. In that case, the goods will be returned to the Consumer at the expense and risk of the Consumer. Fully undertakes to clearly communicate its motives to the Consumer.

8 FORCE MAJEURE

Force majeure exists if Fully is, wholly or partially, prevented to accomplish its obligations towards the other party by circumstances beyond its control. Fully is in that case not obliged to fulfil its obligations. Fully may suspend its obligations for the duration of the force majeure.

9 INTELLECTUAL PROPERTY

Fully retains all intellectual property rights and all related rights with regard to the website and webshop. These intellectual property rights include copyrights, trademarks, design rights and/or other (intellectual property) rights, including technical and/or commercial know-how, methods and concepts, whether or not patentable. The Purchaser is not allowed to make use of any of our intellectual property rights and/or to make changes in the presentation of these rights as described in this article, unless this is necessary for private use of the product.

10 YOUR PRIVACY, OUR CONCERN

Since the details you give us are essential for the processing and delivery of orders, for billing and for the establishment of warranty contracts, failure to provide these details will result in the cancellation of your order. Communicating incorrect or false information is contrary to the present General Conditions of Sale. Purchaser's personal data are exclusively processed in accordance with the applicable [Privacy Policy](#), which can be consulted via our website.

11 APPLICABLE LAW AND COMPETENT COURT

All offers from, and agreements with, Fully are exclusively governed by Belgian law. The Vienna Sales Convention is hereby expressly precluded. Any dispute arising under or relating to offers or concluded agreements shall come under the jurisdiction of the competent court of the judicial district where Fully is located.

WARRANTY POLICY

FULLY EUROPE BVBA warrants that the Products will be free from material defects at the time of delivery. This warranty is in lieu of all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Except as specifically and expressly provided herein, there are no warranties, express or implied, which extend beyond the description on the face of these terms and conditions. This warranty applies only to Products manufactured by Fully. To the extent there is a defect in a component that is manufactured by a third-party, Fully will pass-through the applicable manufacturer's warranty.

1 ORDER CANCELLATIONS

Purchasers can cancel ordered Products up to thirty (30) days prior to shipping of the purchased Product.

2 REPLACEMENT PARTS

After a Product has been delivered and accepted by the Purchaser, if Purchaser believes that a part of the Product purchased by Purchaser is defective, Purchaser shall contact Fully at standup@fully.com within 7 days of delivery and describe the defective pieces and defects in detail plus supply images of the defects. If Fully finds that the part is defective and that the claim was filed within 7 days of delivery, Fully shall, at its sole option, file a replacement number and replace the parts at issue. In the event of replacement, Fully will pay shipping costs for ground shipping of the replacement parts. If Fully reasonably determines that the Product is not defective or defects are due to assembly error or use or was not filed within 7 days of purchase, Fully will deny the application and take no further action.

3 RETURNS

After a Product has been delivered and accepted by the Purchaser, if Purchaser believes that a the entire Product purchased by Purchaser is defective, Purchaser shall contact Fully at standup@fully.com within 7 days of delivery and file a return application with a detailed description and pictures of the defects. If Fully finds that the Product is defective and that the claim was filed within 7 days of delivery, Fully shall assign a return authorization number. The Purchaser may return the Product within 14 day of the date of delivery. Prior to return of the Product, Purchaser must have obtained a return authorization number by contacting Fully at: standup@fully.com. No Product will be processed without a return authorization number. Purchaser agrees to pack the Product carefully, the same way it was

delivered and return it to Fully, freight prepaid, together with an explanatory note and the return authorization number. The returned Product must be free of any defect or damage caused by shipping or assembly. If Fully finds that the Product is defective and that the Product was returned within 14 days of delivery, Fully shall, at its sole option, either refund the purchase price, repair the defect, or replace the Product. In the event of repair or replacement, Fully will pay return costs for ground shipping. If Fully reasonably determines that the Product is not defective or was not returned within 14 days of purchase, Fully will contact Purchaser and will arrange for reshipment to Purchaser at Purchaser's cost, plus a handling fee of 10% of the Product purchase price or €250, whichever is greater. If Purchaser declines to pre-pay such shipping and handling costs, Fully shall be under no obligation to return such non-defective Product. Material defects shall relate a material failure to comply with Fully's published technical specifications for the applicable Product, available at www.fully.eu.

The right of withdrawal

The Consumer enjoys a right of withdrawal, in accordance with article VI.47 Belgian Code of Economic Law. The right of withdrawal provides the Consumer with the possibility to terminate the contract if, after the delivery, he is not satisfied with the product. No required motivation or penalty fee is applicable.

If the Consumer applies his right of withdrawal in conformity to the legal conditions, Fully will take care of the reimbursement of the amount actually paid for the product within fourteen (14) calendar days. The reimbursement will be carried out through the same payment method you used for the initial transaction, unless the consumer expressly agreed otherwise. No fee will be charged for the reimbursement.

Fully will not reimburse any additional delivery costs, such as the cost endorsed if the consumer selects a delivery method that differs from the cheapest standard delivery method.

According to article VI.53 of the Belgian Code of Economic Law, the Consumer is not entitled to exercise his right of withdrawal in the following cases:

- The supply of goods which are made to the consumer's specifications, or are clearly personalised (article VI.53.3°)
- Where the goods supplied have, according to their nature, been inseparably mixed with other items after delivery (article VI.53.6°)

Exercising the right of withdrawal

The Consumer who wishes to invoke the right of withdrawal must communicate his decision explicitly and unambiguously, in a written statement. The communication must happen within fourteen (14) calendar days.

- Sales contract: The day of acquiring physical possession of the goods.
- Service contract: The day of the conclusion of the contract.

It is up to the consumer to prove that he can rely on his right. The following information must always be clearly communicated:

- The following three dates: the date of order, date of receipt and the date on which the right of withdrawal is used;
- Name and address of the Consumer;
- Signature of the Consumer.

The Consumer must remand the products to Fully as soon he has notified his decision to exercise his right of withdrawal, and no later than fourteen (14) calendar days of the communication. The return shipment can only be done by manner of an authorized carrier. In any case, the Consumer will bear all costs and risks of remand. Fully may suspend the reimbursement until receipt of evidence by the Purchaser that the products have been returned.

The Purchaser is liable for any diminished value of the products resulting from the handling of the products beyond what is necessary to establish the nature, characteristics and functioning of the products. Fully is entitled to charge the costs of the impairment in proportion to the repayment.

The Consumer has no right of withdrawal if the above conditions are not met. In that case, the goods will be returned to the Consumer at the expense and risk of the Consumer. Fully undertakes to clearly communicate its motives to the Consumer.

MODEL FORM : RIGHT OF WITHDRAWAL

This model form allows you to easily apply your right of withdrawal. Please take into account the fact that withdrawal is not in all cases possible and that a purchaser remains liable for significant impairments to the products. Please only use this form if you are sure about the withdrawal.

Directed to:

FULLY EUROPE BVBA

Provenierstersstraat 15,
B- 9000 Gent
Company number (VAT BE): 0635.808.769.
E-mail: standup@fully.com

Contact details Consumer ("I"):

Name and surname:

Address:

Address:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

.....
.....
.....
.....

.....The goods and / or services were ordered on .. / .. / ..., and received on .. / .. /

I declare this form filled out in an accurate, truthful and complete manner.

Signature of consumer (s) (**)

Date .. / .. /

(*) Delete if not applicable. (**) Only if this form is submitted on paper

4 WARRANTY JARVIS DESK

The 7-year warranty on our Jarvis desk frame is fair to both us and our customers. If the Jarvis frame is not working because of a defect, then we should cover the costs. If the desk is damaged by the user, then they should cover the costs.

Covered by the warranty:

- The Jarvis frame itself, including the electric motors, control box, and switch. Basically everything that comes in the box.
- Performance according to published specifications.
- Defective materials or workmanship in frame or desk top.
- Defects affecting operation of the frame and height adjusting mechanisms.

Not covered by the warranty:

- Normal wear and tear of the desk top or paint finish.
- Any damages or malfunctions in the product caused by repairs, or attempted repairs, performed by anyone not affiliated with or authorized by Fully.
- Any product that has been damaged by or subjected to misuse, abnormal handling or impact.
- Improper assembly or disassembly.
- Any modifications to electronic components.

Guidelines:

- The Jarvis warranty period begins the day the product is delivered to the customer.
- This warranty is valid for the original purchaser of the product.
- We will repair or replace, free of charge, any parts necessary to correct defects in materials or workmanship.
- We will make an honest assessment when diagnosing the issue.
- When we are in doubt, we will err on the side of the customer.

To receive warranty service, please contact our support team at [+32 478 28 78 20](tel:+32478287820) or standup@fully.com.

30/07/2018

Warranty Revision 10/10/2017 ***This warranty applies to all Jarvis desk bases purchased on or after August 01, 2017.