



General rental terms Shelby Lights

Sander & Sander Co. B.V., trading as Shelby Lights

Version 1, 6 October 2026

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This is a translation. The Dutch text ("Algemene huurvoorwaarden Shelby Lights") is the binding version. If the two texts differ, the Dutch text prevails.

These terms replace the General Terms and Conditions of 1 July 2025. Those covered the sale of holograms. Shelby Lights now rents them out.

In short

This summary helps you read the terms. The articles below contain the full rules.

- **You rent, you don't buy.** You pay a fixed amount per month and the hologram remains the property of Shelby Lights. We install it, always with a protective cover, and we make visuals for you. There is no deposit.
- **You can cancel at any time.** You pay at the start of each month for that month. If you cancel, the rental stops at the end of the month you have already paid for. There is no minimum rental period and no extra notice month. We then collect the hologram free of charge.
- **The safety rules are part of the agreement.** Never switch it on without the cover, never touch it while it spins, never let it run when nobody is around, and unplug it before cleaning. You will find the rules in Annex 2, and the most important ones in the app as well.
- **Something broken?** If it is a defect or wear and tear, we repair or replace it at no cost. If nobody could have prevented it, that is on us too. If something went wrong in how it was used, you pay for the damage. We always first look together at what happened and look for a reasonable solution.
- **Liability.** If damage is caused by a mistake on our part or by a defect in the hologram, we are liable. If damage is caused because the safety rules were not followed, we are not, for the part caused by that. For businesses our liability is limited (Article 16). For consumers the law applies (Article 17).
- **Consumers** have a 14-day cooling-off period (Article 21).

This is a summary. The full rules are in the articles below. These terms are also online at shelbylights.nl/en/terms.

Article 1. Definitions

In these terms:

1. **Lessor:** Sander & Sander Co. B.V., trading as Shelby Lights, Hoefblad 42, 4102 JR Culemborg, the Netherlands, Chamber of Commerce (KvK) 97178233, VAT NL867941546B01.
2. **Lessee:** any person or organisation that concludes a rental agreement with the Lessor. Where these terms refer to an offer, this also means whoever receives an offer.
3. **Business lessee:** a Lessee who rents for their profession or business, such as a shop, café or restaurant, salon, practice or self-employed person.
4. **Consumer:** a Lessee who is a natural person and does not rent for their profession or business. If someone rents partly for their business and partly privately, they count as a Consumer unless the business use clearly predominates. The offer or the Handover Form states whether the Lessee rents as a business (with KvK number) or privately.
5. **Hologram:** the 3D hologram display: an LED fan with very fast spinning blades that shows a floating image.
6. **Set:** the Hologram with the protective cover, the stand or wall bracket, the power supply and cables, and all other parts supplied by the Lessor.
7. **Visuals:** the images and videos played on the Hologram. These are the Visuals the Lessor makes specifically for the Lessee, the **standard Visuals** (Visuals the Lessor does not make specifically for the Lessee), and the material the Lessee supplies or uploads themselves.
8. **App:** the Shelby Lights app for iPhone and Android with which the Lessee operates the Hologram and manages Visuals.
9. **Safety Rules:** the rules for safe use in Annex 2.
10. **Agreement:** the rental agreement between the Lessor and the Lessee. It includes the offer, the order confirmation, any signed agreement and these terms.
11. **Installation Date:** the day on which the Lessor has installed the Set at the Lessee's premises and handed it over in working order.
12. **Handover Form:** the form in Annex 3 that the Lessor and the Lessee complete and sign together at installation.
13. **Unattended:** there is nobody in the same room or premises who can see the Hologram and switch it off immediately.
14. **In writing:** by letter, email or WhatsApp message.

Article 2. When do these terms apply?

1. These terms apply to every offer from the Lessor and to every Agreement for the rental of a Set and the related services.
2. Some rules apply only to Business lessees or only to Consumers. The article then says so.
3. The Lessor gives the Lessee these terms before the Agreement is concluded. The Lessor sends them with the offer, as a PDF by email or WhatsApp, so that the Lessee can save and print them. If the Agreement is signed at the Lessee's home or on location, the Lessee receives the terms on paper, or as a PDF if the Lessee agrees to that. The offer and the agreement state that these terms apply. They are also on shelbylights.nl, but that is an extra, not a replacement.
4. If the Lessor or the Lessee wishes to deviate from these terms, the parties record this clearly in the offer, the order confirmation or a signed agreement, or in an email or WhatsApp message from the Lessor stating that it is a deviation from the terms. Such a deviation takes precedence over these terms. There is never any deviation from the Safety Rules.

5. General terms or purchasing terms of the Lessee do not apply, unless the Lessor has accepted them In writing.
6. If a provision of these terms is invalid or is annulled, the other provisions remain in force. With a Business lessee, the Lessor will then agree a valid provision that comes as close as possible to the intention. Towards a Consumer, the invalid provision lapses and the law applies.
7. Nothing in these terms limits the rights a Consumer has under mandatory law.
8. If the Lessee was already renting before this version existed, the Lessor will send them these terms. They apply to that Lessee once the Lessee agrees to them, for example on an extension or a new agreement.
9. These terms are also available in English. If the texts differ, the Dutch text prevails.

Article 3. Offer and conclusion of the Agreement

1. An offer from the Lessor is without obligation, unless it states a period for acceptance.
2. The offer states at least:
 - a. what the Lessee rents and what is included;
 - b. the monthly rent, for Consumers including VAT;
 - c. any additional costs, with their amount;
 - d. the expected Installation Date;
 - e. how the Lessee can cancel, that the rental then ends at the end of the paid rental month, and that there is no minimum rental period;
 - f. which phones and operating systems the App works with;
 - g. the new price of a Set and the prices of separate parts (see Article 13(7) and Article 20(2));
 - h. for Consumers: the information about the cooling-off period (Article 21) with the model form in Annex 1, that the Lessee has statutory rights if the Set has a defect, and how the Lessee can make a complaint (Article 22).
3. The Agreement is concluded as soon as the Lessee accepts the offer In writing or signs an agreement, after having received these terms.
4. The Lessor confirms the Agreement In writing. A Consumer receives this confirmation, together with these terms, on paper or by email, at the latest at installation.
5. The Lessor may refuse a request if there is a good reason, for example if there is no safe location.

Article 4. Rent, VAT and payment

1. The monthly rent is stated in the offer. For Business lessees the Lessor quotes prices excluding VAT. For Consumers the Lessor always quotes the price including VAT. The standard price is €50 per month excluding VAT, which is €60.50 per month including 21% VAT, unless the offer states a different price.
2. The rent includes: use of the Set, installation, Visuals as described in Article 9(1), the App, support by WhatsApp, phone and email, inspection and repair or replacement in the event of a defect (Article 7(8) and Article 13), and collection at the end of the rental. Other costs only apply if they are stated in advance with their amount in the offer, or if the Lessee agrees to them in advance.
3. The Lessor does not ask for a deposit.
4. The Lessor invoices the rent per rental month in advance. The first rental month starts on the Installation Date.
5. The rent is paid at the start of each rental month, in advance and for the whole month. The Lessee pays the invoice within 14 days of the invoice date, by bank transfer, or by direct debit if agreed.
6. If the Lessee does not pay on time, the Lessor first gets in touch and sends a friendly reminder. Often there is a simple reason and it is quickly resolved.

7. **Consumers.** If payment is still not made after the reminder, the Lessor sends a formal payment notice. In it, the Consumer is given 14 days to pay, counting from the day after receipt of the notice. The notice also states how much in collection costs the Consumer will owe if they do not pay within that period. Only after that period has passed may the Lessor charge statutory interest (Article 6:119 of the Dutch Civil Code, BW) and collection costs in accordance with the Dutch Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).
8. **Business lessees.** For Business lessees too, the Lessor first sends a reminder (paragraph 6). By law, a Business lessee owes the statutory commercial interest after the payment term (Article 6:119a BW) and the Lessor may charge collection costs, at least €40 (Article 6:96 BW). The Lessor only uses this if a conversation does not lead anywhere.
9. If an invoice still remains unpaid after that, the Lessor may terminate the Agreement as set out in Article 19.
10. The Lessor may adjust the rent once per calendar year in line with inflation (the consumer price index of Statistics Netherlands, CBS), or earlier if the Lessor's costs for the Set or the service demonstrably increase. The Lessor gives at least one month's notice of a price change in writing, stating the reason. The Lessee may then cancel the Agreement free of charge with effect from the date the new price applies. In the first three months after the Agreement is concluded, the Lessor will not increase the price for a Consumer.

Article 5. Installation

1. The Lessor installs the Set personally, on a stand or on the wall, always with the protective cover. Installation is included in the rent.
2. The Lessor and the Lessee choose the location together. The location:
 - a. is indoors, dry and not damp;
 - b. has a sturdy, level surface, or a wall that can safely carry the wall bracket;
 - c. has a properly working power socket nearby, without extension cords connected in series and without overloaded power strips;
 - d. has wifi suitable for the Hologram; the Lessor checks this in advance or at installation;
 - e. is chosen so that the Set cannot fall on anyone: on or next to a counter is fine, hanging directly above a spot where people stand or sit is not;
 - f. is not close to flammable items (such as curtains, decorations or paper), heat sources, open flames or water;
 - g. stays clear of objects that could touch the spinning blades or block the ventilation.
3. The Lessor installs the Set so that others cannot easily reach it. For Business lessees, this means out of reach of visitors, for example behind glass in the shop window, behind the counter or high on the wall. For Consumers, this means out of reach of children and animals. If that is not possible at a location, the parties note on the Handover Form why not and which other measure has been taken.
4. For wall mounting, the Lessee gives permission to drill and points out in advance where pipes and cables run, as far as the Lessee knows. The Lessor checks with a pipe and cable detector before drilling. The Lessor is not liable for damage to pipes or cables that the Lessee did not point out and that the Lessor could not reasonably have found even with that check. If the Lessee is not the owner of the building or home, the Lessee obtains the owner's permission.
5. At installation, the Lessor connects the Hologram to the Lessee's wifi, installs the App on the Lessee's phone and explains how it works. The Lessor goes through all Safety Rules with the Lessee, leaves a safety card with the Set and makes sure there is a warning sticker on the Set.

6. The Lessor and the Lessee complete the Handover Form (Annex 3) together and sign it, on paper or digitally. The Lessor takes photos of the installed Set. The Lessee receives a copy of the Handover Form and the photos.
7. If the Lessor considers a location unsafe, the Lessor will not install there. The parties then look for another location together. If that does not work out, both parties may end the Agreement free of charge.
8. The Lessee ensures that the Lessor can access the location at the agreed time. If installation fails because of the Lessee, the parties make a new appointment. The Lessor only charges for an extra trip if those costs are stated in advance with their amount in the offer.
9. The Lessee pays for the electricity the Set uses.

Article 6. Ownership, moving and relocation

1. The Set always remains the property of the Lessor. The Lessee may only use the Set during the rental.
2. The Lessee may not sell, sublet, lend or pledge the Set, or give it to anyone else in any other way.
3. The Lessee does not place or hang the Set in a different location. The Lessor does that, free of charge within the same building or home. If the Set briefly needs to be moved a little to one side, for example for cleaning, that is allowed if the Hologram is switched off and unplugged. Putting a stand back in the same place is not moving it. Detaching a wall bracket is.
4. If the Lessee relocates, the Lessor moves the Set to the new address, at the cost the Lessor states in advance. If the new address is outside the Lessor's service area, or if the Lessee does not want to take the Set along, the Lessee may cancel free of charge. The rental then ends at the end of the current rental month (Article 12(2)).
5. The Lessee does not remove brand, ownership or warning stickers from the Set and keeps the safety card with the Set.
6. If the Set is seized, or if the Lessee is declared bankrupt, is granted a suspension of payments or enters the statutory debt restructuring scheme, the Lessee tells the bailiff, trustee or administrator that the Set belongs to the Lessor. The Lessee informs the Lessor immediately.

Article 7. Use and safety

1. The Lessee uses the Set carefully and only for its intended purpose: showing Visuals indoors.
2. The Safety Rules in Annex 2 are part of the Agreement and are binding. The most important ones:
 - a. never switch the Hologram on without the protective cover around it;
 - b. never touch the Hologram while it is spinning; switch it off first and wait until the blades have stopped;
 - c. never let the Hologram run Unattended;
 - d. switch the Hologram off when the premises are closed, when nobody is at home and when everyone is asleep;
 - e. never move or shift the Set while the Hologram is spinning;
 - f. switch the Hologram off and unplug it before cleaning or moving the Set to one side. The Hologram can also be switched on through the App, by someone else. So always unplug it first.
3. The Lessee ensures that everyone who operates the Set or works or lives near it, such as staff, housemates or a babysitter, knows and follows the Safety Rules. Children do not operate the Set without supervision by an adult.
4. The Lessee does not open, modify or repair the Set or the protective cover, including the software. Only the Lessor opens the protective cover. The Lessee only cleans the outside of the cover. The Lessee only uses the Lessor's power supply and cables.

5. If the cover is damaged or loose, the Hologram makes a strange noise, smells burnt, becomes noticeably hot, has fallen, or has had liquid on it, the Lessee switches the Hologram off immediately, unplugs it, stops using it and reports it to the Lessor straight away (Article 13).
6. If an accident happens, such as injury, fire, smoke or damage to something else, the Lessee switches the Hologram off if it is safe to do so and unplugs it. In case of danger, the Lessee calls 112. The Lessee reports the accident to the Lessor within 24 hours. The Lessee leaves the Set and all parts as they are, throws nothing away and does not have the Set repaired or disposed of by anyone else. Take photos if possible.
7. If the Lessor supplies a timer that switches the Hologram off outside opening hours or at night, the Lessee keeps it set.
8. The Lessor checks the cover, the mounting and the power supply at installation and at every visit, and records this with a photo. The Lessor aims to do this at least once every six months. The Lessee gives access for this at a time that suits the Lessee.
9. The Lessee follows additional safety instructions that the Lessor gives in writing or through the App. If the Lessor needs to replace or take back a part or the whole Set for safety reasons, for example in a recall, the parties make an appointment as soon as possible and the Lessee cooperates. Until then the Lessee follows the Lessor's instruction, for example to keep the Set switched off. This costs the Lessee nothing.
10. If the Lessor notices that the Set is being used unsafely, the Lessor asks the Lessee to change that. If that does not happen, or if there is immediate danger, the Lessor may switch the Set off or collect it (see also Article 19). The Lessor only enters a building or home with the Lessee's permission. If the Lessor switches the Set off or collects it without the Lessee being at fault, the Lessee pays no rent for that period.

Article 8. Insurance

1. **Business lessees** have liability insurance for their business and fire and contents insurance for their premises, and keep these in place during the rental. The Lessee may include the Set in their insurance as "property of third parties". This is not mandatory.
2. The Lessor recommends that **Consumers** have personal liability insurance.

Article 9. Visuals

1. The Lessor makes custom Visuals for the Lessee, for example with the Lessee's logo, products or a promotion, at no extra cost. The Lessee only has to choose which Visual is shown. How many Visuals and how often something new is made, the parties agree together in reasonableness. If the Lessee asks for a very large number of changes or exceptionally large changes, the Lessor discusses this in advance and states any costs beforehand. The parties agree the delivery time together.
2. The Lessee can also put their own photos, logos and videos of up to two minutes on the Hologram using the App.
3. The Lessee is responsible for all material the Lessee supplies or uploads, such as logos, photos, videos, texts and images of people. The Lessee ensures they hold the rights and permissions for it (such as copyright, trademark rights and portrait rights).
4. The Lessee gives the Lessor permission to use that material to make Visuals for the Lessee and to put them on the Hologram.
5. The Lessor may refuse to make or place a Visual if the material is unlawful, misleading, discriminatory or offensive, or if it infringes the rights of others.
6. The Lessee does not use the Hologram to show such material.

7. **Business lessees** indemnify the Lessor against claims by others who say that the Lessee's material infringes their rights. This means: if someone brings such a claim against the Lessor, the Lessee takes it over and pays the costs. **Consumers** are liable for this in accordance with the law.
8. The Lessor only shows Visuals with the Lessee's logo, name or images as an example (for example on the Shelby Lights website or social media) if the Lessee has given prior permission In writing.

Article 10. Rights to the Lessor's Visuals

1. The rights to the Visuals the Lessor makes remain with the Lessor. Logos and other material of the Lessee remain the Lessee's.
2. The Lessee may use the Visuals the Lessor makes for them on the Hologram during the rental. Other use, such as on the Lessee's own website or social media, is possible by arrangement.
3. The Lessee may use standard Visuals only on the Hologram.

Article 11. App, wifi and software

1. The Lessee may use the App during the rental for the rented Set. This right is non-exclusive and non-transferable.
2. What the App does with data is set out in Article 23.
3. The Lessor ensures that the App works during the rental on the phones and operating systems stated in the offer, and provides the updates needed for this. If the App does not work due to a cause on the Lessor's side, the Lessor fixes it as soon as possible. The Lessor cannot vouch for the Lessee's wifi or phone.
4. The Visuals are stored on the Hologram itself. Without the App or without wifi, the Hologram plays the Visuals already stored on it.
5. The Lessee installs App updates as soon as is reasonable.
6. The Lessee does not try to copy, modify or recreate the App or the Hologram's software.
7. If the Lessee changes their wifi name, password or router, the Lessor helps to reconnect the Hologram, remotely or with a visit. The Lessor charges nothing for this.

Article 12. Term and cancellation

1. The Agreement runs for an indefinite period, from the Installation Date. There is no minimum rental period.
2. The Lessee can cancel the Agreement at any time, by email, WhatsApp or letter. The rental ends at the end of the rental month in which the Lessor receives the cancellation. The Lessee therefore only pays the current month, which has already been paid in advance; there is no extra notice month.
3. The Lessor can cancel the Agreement In writing with a notice period of two months, if the Lessor has a reasonable ground, for example if the Lessor stops renting out this type of Set.
4. The Lessor confirms a cancellation In writing and arranges a time to collect the Set.
5. If the Agreement ends for another reason in the middle of a month that has already been paid, for example because the Lessor cancels or the Consumer withdraws, the Lessor refunds the part after the last rental day. If the Lessee cancels (paragraph 2), the rental runs until the end of the paid month and no refund is made.
6. If the premises are temporarily closed or the Lessee is on holiday, the rental continues. The Lessee then switches the Hologram off and unplugs it. If the Lessee wishes to pause for longer than a month, the parties look for a solution together.
7. The rights a Consumer has by law to end an Agreement remain in force.

Article 13. Defects, damage and loss

1. The Lessor ensures that the Set works properly and safely at installation.
2. The Lessee reports a malfunction, defect or damage to the Lessor as soon as possible, preferably by WhatsApp with a photo or short video. The Lessee stops using the Set if the situation could be unsafe (Article 7(5)).
3. **Defect or wear and tear.** If it is caused by a technical fault or normal wear and tear, the Lessor repairs or replaces the broken part or the whole Set, at no cost to the Lessee. The Lessor aims to do this within 5 working days of the report. The Lessor may install an equivalent unit.
4. If the Lessee cannot use the Set because of a defect not caused by the Lessee, the Lessee pays no rent from the day of the report until the day of repair or replacement. Anything the Lessee overpaid is deducted from the next invoice or refunded by the Lessor.
5. **Nobody's fault.** If nobody could have prevented it, for example lightning, a failure in the power grid, or a burglary while the Lessee had locked the premises or home in the normal way, the Lessor bears the costs of the Set. If the Set is included in an insurance policy of the Lessee, the Lessee helps to report the damage there.
6. **Damage caused by the Lessee.** If the damage is caused by the Lessee, or by someone the Lessee is responsible for (such as staff, housemates, children or people to whom the Lessee leaves the operation), the Lessee pays the costs. For example in case of: not following the Safety Rules, incorrect use, knocking over or dropping the Set, liquid, or moving, mounting or opening the Set themselves.
7. **Always look together first.** The Lessor and the Lessee first look together at what happened and how it came about. If damage is caused by a visitor or customer of the Lessee, the parties look together at who should reasonably bear the damage, and whether that visitor or their insurer can be held liable. The Lessor states what repair or replacement costs before any costs are incurred, and looks for a reasonable solution with the Lessee, for example payment in instalments. The Lessee never pays more than the actual repair costs, or, if repair is not possible or too expensive, the current value of the Set: what the Set is still worth at that moment, not the new price. The new price is stated in the offer, so the Lessee knows the maximum in advance.
8. **Loss or theft.** If the Set is lost or stolen, the Lessee reports this to the Lessor immediately and, in case of theft, files a police report. The Lessee is liable for the loss, unless the loss cannot be attributed to the Lessee, for example a burglary in which the Lessee had taken the usual precautions (paragraph 5 then applies). Paragraph 7 also applies to loss or theft.

Article 14. Force majeure

1. Force majeure is a circumstance that a party cannot prevent and that, by law or generally accepted views, is not at that party's risk. Examples are a national or regional power outage, fire or water damage not caused by the Set or by the Lessor, extreme weather and a government measure. Towards a Business lessee, failure or late delivery by a supplier also counts as force majeure.
2. In the event of force majeure, a party need not perform its obligations for as long as the force majeure lasts. If the Lessee cannot use the Set due to force majeure on the Lessor's side, the Lessee pays no rent for that period.
3. If the force majeure lasts longer than 60 days, both parties may end the Agreement In writing, without compensation. A Consumer's rights to cancel earlier (Article 12) or to rescind the Agreement by law remain in force.

Article 15. Liability: for all Lessees

1. The Lessor is liable for damage caused by a defect in the Set or by a mistake on the Lessor's part, as provided by law and subject to the rules in Article 16 (Business lessees) and Article 17 (Consumers).

2. The Lessor is not liable for damage to the extent that it is caused because the Lessee, or someone the Lessee is responsible for:
 - a. did not follow the Safety Rules;
 - b. moved, mounted, opened or modified the Set without the Lessor (Article 6(3) and Article 7(4));
 - c. continued to use the Set after a warning sign as described in Article 7(5); or
 - d. changed the location after installation so that it no longer meets Article 5(2), for example by hanging curtains or decorations close to it.

If a defect in the Set or a mistake by the Lessor also contributed to the damage, the damage is divided according to the extent to which each party's circumstances contributed to it, as provided by law (Article 6:101 BW).
3. The Lessor is not liable for damage to the extent that it is caused by material the Lessee supplied or uploaded, or by a failure in the power grid, in the electrical installation of the building or home (such as the Lessee's sockets, power strips and extension cords), or in the Lessee's wifi or phone. The power supply and cables supplied by the Lessor are part of the Set and are not covered by this paragraph.
4. No limitation or exclusion of liability in these terms applies if the damage was caused by intent or wilful recklessness (opzet of bewuste roekeloosheid) of the Lessor or its management. For Consumers, Article 17(3) also applies.
5. These terms do not change the liability that is governed by mandatory law, such as product liability (Article 6:185 et seq. BW) and liability for defects the Lessor knew or should have known about (Article 7:209 BW).

Article 16. Liability: Business lessees

This article applies only to Business lessees.

1. The Lessor is only liable for direct damage caused by a mistake or failure for which the Lessor is responsible. Direct damage means:
 - a. damage to the Lessee's property, such as the building, the fittings and the stock;
 - b. reasonable costs of establishing the cause and extent of the damage;
 - c. reasonable costs of preventing or limiting damage.
2. The Lessor's liability is limited per event to the amount paid out by its liability insurance in that case, plus the deductible. If the insurance does not pay out, liability is limited to €5,000 per event. Related events count as one event.
3. The €5,000 limit in paragraph 2 does not apply to damage from death or bodily injury. If the insurance does not pay out in that case, the Lessor is liable in accordance with the law.
4. The Lessor is not liable for other damage, such as lost profit, loss of turnover, business interruption, reputational damage and loss of data or Visuals.
5. If an insurer compensates the Lessee's damage and then claims against the Lessor, the insurer cannot claim more than the Lessee could have claimed under this article.
6. The Lessee reports damage to the Lessor in writing as soon as possible. A claim lapses if the Lessee has not submitted it to the Lessor in writing within twelve months after discovering the damage, or after the moment the Lessee could reasonably have discovered it. If it concerns a claim by someone else, that period starts on the day that other person made a claim against the Lessee.
7. The limitations in this article do not apply in the event of intent or wilful recklessness of the Lessor or its management (Article 15(4)).
8. Directors, employees and others engaged by the Lessor in performing the Agreement may rely on the same limitations towards the Lessee as the Lessor.

Article 17. Liability: Consumers

This article applies only to Consumers.

1. The Lessor is liable in accordance with the law. Article 16 does not apply to Consumers.
2. The Lessor does not exclude or limit its liability for death or bodily injury caused by the Lessor.
3. No limitation or exclusion of liability in these terms applies if the damage was caused by intent or gross negligence of the Lessor or of anyone the Lessor engages in performing the Agreement.
4. Article 15(2) and (3) describe what the law says about damage that the Consumer, or someone the Consumer is legally responsible for, caused or contributed to (contributory negligence, Article 6:101 BW). They do not limit a Consumer's statutory rights.

Article 18. Liability and indemnity of the Lessee

1. The Lessee is liable for damage to the Set as set out in Article 13.
2. **Business lessees** are liable for damage to others, such as staff, customers, visitors or the owner of the building, to the extent that the damage is caused because the Lessee, or someone the Lessee is responsible for:
 - a. did not follow the Safety Rules;
 - b. moved, mounted, opened or modified the Set;
 - c. changed something about the location after installation so that it no longer meets Article 5(2); or
 - d. did not report a defect in the location that the Lessee knew about and the Lessor could not reasonably see at installation, such as a wall that is weaker than the Lessee indicated.
3. In the cases in paragraph 2, a Business lessee indemnifies the Lessor. This means: if someone else brings such a claim against the Lessor, the Lessee takes it over and pays the costs. This does not apply to the extent that the damage is caused by a defect in the Set or by a mistake by the Lessor, including at installation.
4. If a party is held liable by someone else for damage involving the Set, it informs the other party immediately. The Lessee does not admit liability towards others on behalf of the Lessor and does not make any settlement that binds the Lessor without consulting the Lessor.
5. **Consumers** are liable for damage in accordance with the law, for example if the damage is caused because they did not follow the Safety Rules.

Article 19. Termination by the Lessor in case of problems

1. The Lessor may terminate the Agreement in writing and collect the Set if:
 - a. the Lessee still has not paid an invoice after a reminder and a reasonable period (for Consumers, after the payment notice in Article 4(7));
 - b. the Lessee keeps using the Set unsafely or does not follow the Safety Rules, despite a warning;
 - c. the Lessee moves the Set or gives it to someone else without permission, or if it is seized;
 - d. the Lessee is declared bankrupt, is granted a suspension of payments or enters the statutory debt restructuring scheme.
2. The Lessor first talks to the Lessee before terminating the Agreement, unless immediate danger makes that impossible.
3. If there is immediate danger to people or property, the Lessor may switch off or collect the Set immediately, without first giving a period.
4. The Lessor only enters a building or home with the Lessee's permission. If the Lessee does not cooperate with collection, the Lessor asks the court for assistance.

Article 20. End of the rental and collection

1. After the end of the rental, the Lessor collects the Set at no cost to the Lessee. The parties arrange a time for this. The Lessee then gives the Lessor access to the location.
2. The Lessor removes the Set from the wall or the stand and takes everything with them. The Lessee ensures that all parts are present: the Hologram, the cover, the stand or bracket, the power supply and the cables. If a separate part is missing, the Lessee only pays the cost of a new part, according to the price in the offer. Normal wear and tear is for the Lessor's account.
3. The Lessor inspects the Set on collection, together with the Lessee where possible. If there is damage caused by the Lessee, Article 13(6) to (8) applies.
4. The Lessor does not fill drill holes afterwards, unless the parties agree otherwise.
5. The Lessor deletes the Lessee's Visuals from the Hologram after the Set has been collected.
6. If collection fails because of the Lessee within 14 days after the end of the rental, the Lessor may charge rent per day from the fifteenth day until the Set has been collected.

Article 21. Cooling-off period (right of withdrawal) for Consumers

This article applies only to Consumers who concluded the Agreement at a distance (for example via WhatsApp, email, phone or the website) or off-premises (for example at the Consumer's home). Business lessees have no cooling-off period.

1. The Consumer may withdraw from the Agreement (undo it) within 14 days without giving any reason. The period starts on the day after the Agreement is concluded, but does not end earlier than 14 days after the Installation Date.
2. The Consumer withdraws by notifying the Lessor in writing, for example by email to info@shelbylights.nl or by WhatsApp. The Consumer may use the model form in Annex 1, but does not have to. It is sufficient that the notification is sent before the period ends. The Lessor confirms receipt.
3. If the Consumer wants the Set to be installed, and the rental to start, within the cooling-off period, the Consumer requests this expressly themselves, on paper or in their own message (email or WhatsApp), for example by ticking the box for this on the order confirmation. The Lessor informs the Consumer in advance that, on withdrawal, they will pay the rent for the days up to the withdrawal.
4. If the Consumer withdraws after the Set has been installed at their express request (paragraph 3), they only pay the rent per day up to the day of withdrawal. If they did not make that request, they pay nothing. The Consumer never pays anything for installation or collection.
5. After withdrawal, the Lessor collects the Set within 14 days, at no cost to the Consumer.
6. The Lessor refunds what the Consumer has paid, less the amount in paragraph 4, within 14 days of the withdrawal, using the same payment method the Consumer used, unless the parties agree otherwise.

Article 22. Complaints

1. If the Lessee is unhappy about anything, please let the Lessor know as soon as possible, by WhatsApp, phone or email.
2. The Lessor responds within 5 working days and takes the time for a proper conversation, by phone or on location. The Lessor looks together with the Lessee for a solution that is reasonable for both.
3. If the parties cannot resolve it together, the dispute can be submitted to the competent court (Article 25). For smaller amounts that is the subdistrict court (kantonrechter), where you can go without a lawyer.

Article 23. Privacy

1. The Lessor only uses the Lessee's data to perform the Agreement, for its administration, to comply with the law and to be able to show how the Set was installed and inspected if a question or claim comes up later. This includes, for example, name, address, phone number, email address, payment details, the material the Lessee sends for making Visuals, and photos or videos the Lessee sends with a malfunction report or that belong to the Handover Form.
2. The App does not send any data to the Lessor or to others. What the App stores stays on the Lessee's phone.
3. Full details are in the privacy statement at shelbylights.nl/privacy. If there is a difference, the privacy statement prevails.

Article 24. Changes to these terms

1. The Lessor may change these terms if there is a good reason, such as a change in the law, a new safety requirement or a change in the service. The Lessor notifies the Lessee of a change in writing at least one month before it takes effect, stating the reason.
2. If the Lessee does not agree with the change, the Lessee may cancel the Agreement free of charge with effect from the date the change takes effect.
3. For the price, Article 4(10) applies. For additional safety instructions, Article 7(9) applies.

Article 25. Applicable law and competent court

1. Dutch law applies to the Agreement and these terms.
2. **Business lessees.** Disputes are submitted to the District Court of Gelderland (rechtbank Gelderland), unless mandatory law designates another court.
3. **Consumers.** Disputes are submitted to the court that has jurisdiction by law. A Consumer keeps the protection of the mandatory rules of the country where they live.

Article 26. Contact

Shelby Lights (Sander & Sander Co. B.V.)
Hoefblad 42, 4102 JR Culemborg, the Netherlands
Email: info@shelbylights.nl
Phone and WhatsApp: +31 6 10 16 48 02
Chamber of Commerce (KvK): 97178233
VAT: NL867941546B01
Website: shelbylights.nl

Annex 1. Model withdrawal form

(Only complete and return this form if you wish to withdraw from the agreement.)

To: Sander & Sander Co. B.V., trading as Shelby Lights
Hoefblad 42, 4102 JR Culemborg, the Netherlands
info@shelbylights.nl

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*:
rental of a 3D hologram (Set) from Shelby Lights

Ordered on*/received on*:
(Installed on:)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):
.....

Date:

* Delete as appropriate.

Annex 2. Safety Rules

These rules are part of the Agreement and are binding (Article 7). The App and shelbylights.nl/support show a short version. If there is a difference, this annex prevails. At installation we go through all the rules together, and you confirm this on the Handover Form. The Lessor may tighten the rules for safety reasons and will then notify you in writing (Article 7(9)).

1. **Only on with the cover in place.** Never switch the Hologram on without the protective cover around it.
2. **Never touch it while it spins.** The blades spin very fast. Switch it off first and wait until they have stopped.
3. **Never unattended, never when the premises are closed.** Only let the Hologram run if someone is in the room who can see it and switch it off immediately. Switch it off when the premises are closed, when everyone has left and when everyone is asleep.
4. **Don't shift it while it spins.** Never move or shift the Set while the Hologram is on.
5. **Unplug before cleaning or moving it aside.** Switch the Hologram off and unplug it. The Hologram can also be switched on through the App, including by someone else. Actual moving or remounting is done by us.
6. **The cover stays closed.** Only Shelby Lights opens the protective cover. Only clean the outside of the cover.
7. **Indoors and dry only.** Not outdoors, not in a damp room and not near water.
8. **Keep away from flammable items and heat.** No curtains, decorations, paper, candles or heaters close to the Set.
9. **Properly connected.** Only use the Shelby Lights power supply and cables, in a proper socket. No extension cords in series and no overloaded power strips. Keep any timer we supply set.
10. **Children and animals.** Do not leave children or animals near the Set without supervision. Children do not operate it alone.
11. **Something odd? Switch off and report.** Cover damaged or loose, strange noise, burning smell, very hot, has fallen or got wet: switch it off, unplug it, stop using it and send us a message.
12. **In case of an accident.** Injury, fire, smoke or damage: switch the Hologram off if it is safe to do so and unplug it. In case of danger, call 112. Report it to us within 24 hours. Leave everything as it is, throw nothing away and take photos if possible.

Annex 3. Handover Form

To be completed at installation by the Lessor and the Lessee together. The Lessee receives a copy, with the photos.

Lessee:

Address of the location:

Renting as: ☐ business (KvK number:) ☐ private individual

Installation date:

Serial number or identifier of the Set:

Checked at installation:

- ☐ The protective cover is in place and secured.
- ☐ The Set stands or hangs securely. Mounting used:
- ☐ The location meets Article 5(2) (indoors, dry, sturdy, not above people, away from flammable items and heat).
- ☐ The Set is out of reach of visitors or children (Article 5(3)). If not, why not and which other measure:
- ☐ The original power supply is connected to a proper socket, without extension cords in series.
- ☐ Timer supplied and set: ☐ yes ☐ no. Times set:
- ☐ The Hologram is connected to the wifi and the App is installed on the Lessee's phone.
- ☐ All Safety Rules (Annex 2) have been gone through together.
- ☐ The safety card is with the Set and the warning sticker is on the Set.
- ☐ The Lessee received the General rental terms Shelby Lights (version 1, 6 October 2026) before the agreement was concluded.
- ☐ Consumers only: before installation, the Lessee requested themselves, on paper or in their own message, that installation take place within the cooling-off period, and knows that on withdrawal they will pay the rent per day up to the withdrawal (Article 21(3)).
- ☐ Photos of the installed Set have been taken.

Remarks:

Signature Lessor: Signature Lessee: