

Terms and Conditions - v8

TTM SHOP

17-12-2019

CONDITIONS OF USE

GENERAL SALES AND DELIVERY CONDITIONS

THE THIRD MOVEMENT B.V.

GILDENWEG 6B

1695GD BLOKKER

hereafter called: seller

Article 1 - Definitions

1. In these general conditions the following terms with the following meaning are used, unless it has been explicitly indicated differently.

Seller: the seller of the goods;

Customer: a counterparty that is a natural person and does not act in the exercise of a company or profession;

Agreement: the agreement between seller and the customer;

Customer purchase: the agreement of purchase and sales concerning goods, which is agreed by a seller who acts in the exercise of a profession or company, and a customer, a natural person who does not act in the exercise of a profession or company.

Article 2 - General

1. These conditions apply on each tender, offer, and agreement between seller and a customer on which seller has stated the application of these conditions, as far as parties have not deviated explicitly and in writing from these conditions.

2. These conditions also apply on agreements with seller, for the implementation of which third parties must be involved.

3. Possible deviations on these general conditions are only valid if these have been agreed on explicitly in writing.

Article 3 - Tenders and offers

1. All offers and tenders are without engagement and occur in written form, unless seller abandons a written offer for practical, urgent or other reasons. The offer includes a date, or is definable to date.

2. Seller is only bound to offers and tenders if it has been accepted by the customer, preferably in writing within 30 days and the goods are still on stock and deliverable. If seller cannot comply with its obligations towards customer for providing goods, customer can:

a) wait for new stock;

b) accept a new, equivalent offer that is determined by seller;

c) wish for a complete refund from seller.

All prices mentioned in the offer are VAT included, unless specified differently.

3. Seller is not bound to tenders and offers in case the customer, in terms of reason and fairness and generally accepted public conceptions, should have understood that the tender or offer or part of it contains an obvious mistake or spelling error.

4. A composed tender or offer does not oblige seller to supply part of the in the offer or tender understood matter against a price similar to part of the given price.

5. Offers and tenders do not apply automatically on a next order.

Article 4 - Acknowledgment of the agreement

1. The agreement is acknowledged by swift acceptance by customer of seller's offer.

Article 5 - Delivery

1. Unless agreed on differently, delivery takes place from factory/shop/ warehouse of seller.

2. The customer is obliged to pay for the purchased goods the moment on which the goods are made available to him or are handed over to him.

3. In case the customer refuses the purchase or is negligent to give the information or follow the instructions that are necessary for the delivery, the goods that are intended for delivery will be stored at the risk of the customer after the seller has warned him. The customer will be chargeable for all additional costs made.

4. When seller and customer agree on the delivery, delivery will be free of charge unless seller has communicated

the determined conditions to the customer in any way. Concerning delivery, seller has the right to invoice the costs of delivery separately.

5. In case seller has specified a date of delivery, the date is an indication. A specified date of delivery is therefore never a critical date. The eventual delivery date will however never exceed the indicated date of delivery for more than two weeks unless in the event of force majeure. If the date of delivery is exceeded, the customer shall inform seller about its failure of obligations of delivery in writing.

Article 6 - Guarantees

1. Seller guarantees that the goods intended for delivery meet the usual requirements and standards that apply on them and that they are free of whatever defect.

2. The under 1. mentioned guarantee is also applicable in the event goods are intended for use abroad and customer has communicated to seller in writing during the acknowledgement of the agreement that the goods are intended to be used abroad.

3. The under 1. mentioned guarantee is only valid during a period of six (6) months after delivery.

4. Seller will supply customer with a written proof of guarantee. In case this is missing, the certificate of purchase will function as proof of guarantee.

5. In the event the purchase to be delivered does not comply with these guarantees, seller will to his choice, after the purchase has been received within reasonable term or in case returning is reasonably not possible, after being informed in written by customer, replace the goods or take care of the restoration of it. In case of replacement, customer will return the purchase to seller and transfer ownership of it to seller.

6. The here mentioned guarantee is not valid in case of injudicious or improper use or in case customer or third party, without prior notification in writing of seller, makes adjustments or tries to make adjustments to the purchase or uses the purchase for causes other than they are intended for.

7. In the event that the delivered purchase does not comply with what was agreed on and this non-conformity is a lack in terms of the agreement of product liability, seller is not accountable for consequence damages.

Article 7 - Property reservation

1. Seller stays fully owner of the delivered purchase until the purchase price is fully paid.

Article 8 - Research, reclaims

1. The customer has the right to (let) research the purchase at the moment of delivery, yet in any case within a period of time as short as possible. With respect to this, the customer should research whether the quality and quantity of the delivered purchase corresponds with what was agreed on, at least complies with the demands that apply on trading in general.

2. Possible visible defects should be communicated to seller within three (3) days after delivery and in writing and in the same time handing-over the proof of guarantee en the defect purchase, unless this is impossible or reasonably difficult.

3. A non-visible defect should be communicated by customer to seller within eight (8) days after discovery, however within the period of guarantee and taking into consideration that what was laid down in Article 8.2. After the expiration date of the guarantee, seller has the right to charge the customer for all costs made for reparations or replacements, including administration, postal, and pick-up costs.

4. If, in pursuance of Article 8.3, reclaims are made swiftly, customer is obliged to purchase and payment of the purchased goods. If customer wishes to return the defect purchase, then this will occur with previous written authorization of seller and in such way as indicated by seller.

Article 9 - Risk transfer

1. The risk of loss or damaging of the goods that are part of the agreement, is transferred to the customer the moment on which the goods are legally and/or actually delivered to customer and with that lies with the customer or a with a third party appointed by customer.

Article 10 - Payments

1. Unless agreed on differently, net payments will be made in cash at delivery.

2. In the event payments do not take place in cash, payments should be made within fourteen (14) days after invoice date in a way indicated by seller and in the invoiced currency.

3. Seller has the right to effect payments made by firstly deducting the costs, secondly interests, and finally by deducting the main sum and current interest.

Seller can, without becoming negligent, refuse an offer of payment in case customer appoints a different order for the payment. Seller can refuse amortization of the main sum in case in the same time remaining and current interest and also the costs are not fulfilled.

Article 11 - Debt collection costs

1. If the customer lacks or is negligent to comply with any or more of its obligations, all reasonable costs made will be compensated by the customer. In any case, in the event of a financial fine the customer is chargeable for debt collection costs. The collection costs are calculated according to the collection tariff advised by the Dutch Order of Lawyers.

2. In case seller shows to have made more costs, which were reasonably necessary, these costs will also qualify for compensation.

Article 12 - Indemnifications

1. The customer indemnifies seller against any claims of third parties concerning intellectual property rights on matters or information that has been given by the customer for the purpose of this agreement.

Article 13 - Intellectual property and copyrights

1. Notwithstanding that was agreed on additionally in these general conditions, seller has the rights and competences that belong to seller according to the Copyrights.

2. The customer is not allowed to make any changes to the products, unless the nature of the delivered item states differently or has been agreed on in writing.

3. Unless agreed on differently, designs, sketches, drawings, films, pictures, sound carriers, software, and other material or (electronical) files created within the context of this agreement, stay property of seller irrespective of the fact that they are made available to the customer or third parties.

4. All eventual items made available by seller like designs, sketches, drawings, films, pictures, sound carriers, software, and other material or (electronical) files, etc. are exclusively intended for use by the customer and are not allowed to be reproduced, made public, or transferred without prior authorization of seller, unless from the nature of the delivered items results differently.

5. Seller has the right to use possible acquired knowledge from realization of the activities for other purposes, insofar no confidential information is given to third parties.

Article 14 - Responsibility

1. If delivered products by seller are faulty, the liability of seller towards customer is restricted to what has been regulated in these conditions under "Guarantees".

2. When the manufacturer of a faulty product is held liable for consequence damages, the responsibility of seller is restricted to repair or replace the product, or to refund the money for the purchase.

3. Notwithstanding the above, seller is not liable in case damages occur due to deliberate handling and / or grave fault and / or blameful handling, or injudicious or improper use by customer.

4. The restrictions of liability for direct damages included in these conditions do not apply if damages occur due to deliberate handling or grave fault by seller or its inferiors.

Article 15 - Force Majeure

1. Parties are not bound to comply with any obligation, if they are hindered to this end as a result of a circumstance that one cannot be held responsible for, and will be held liable nor by law, an act of law, or a generally accepted concept.

2. Force Majeure in the general conditions stands for, beside what is understood by the law and case law, all external causes that are foreseen or not foreseen, which seller has no influence on yet as a result that seller is not able to comply with the obligations. This also includes labor strikes in the company of seller.

3. Seller also can appeal on his right of Force Majeure, if the circumstances that hinder him to comply initiate after seller should have complied with his obligation.

4. During the continuous period of Force Majeure, contracting parties can suspend the obligations of the agreement. In the event that this period lasts for more than two months, each party has the right to annul the agreement without any obligations of damages towards the other party.

5. As far as seller in the meanwhile has complied or can comply partially with its obligations from the agreement at the time of the occurring of Force Majeure, and an independent value can be attributed to that part that has been or will be complied to, seller is entitled to invoice this part separately. Customer is obliged to pay this invoice as if it were a separate agreement.

Article 16 - Disputes

1. The judge in the place of business of seller is exclusively entitled to be informed about any disputes, unless the cantonal judge is. Nevertheless, seller has the right to present the dispute to the competent judge according to the law.

Article 17 - Applicable law

1. On every agreement between seller and the customer Dutch law applies. The Vienna Sales Convention has been excluded explicitly.

Article 18 - Modification and location of the conditions.

1. These conditions have been laid down at the Chamber of Commerce in Hoorn (NH), The Netherlands. Applicable is always the latest version laid down i.e. the version that was valid during the coming to the agreement.