



B2B Terms and Conditions

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Article 1 - Definitions & applicability of general terms and conditions

The following definitions apply in these terms and conditions:

Entrepreneur: R Rebels

Day: calendar day;

Duration transaction: a distance agreement with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;

Sustainable data carrier: any means that enables the buyer or trader to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.

Distance agreement: an agreement whereby within the framework of a system organized by the entrepreneur for distance selling of products and / or services, until the conclusion of the agreement use is made exclusively of one or more techniques for distance communication;

Technology for distance communication: means that can be used to conclude an agreement, without the buyer and trader being in the same place at the same time.

General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Contracting party: any legal person or natural person, acting in the exercise of his profession or business;

Customer: any contracting party that is an entrepreneur in a contractual relationship by virtue of a purchase agreement concluded with the entrepreneur, as well as any contracting party that wishes to enter into a different type of agreement with the entrepreneur.

These general terms and conditions apply to all offers, quotations, agreements and all ensuing obligations with a buyer made by the entrepreneur. Insofar as the customer (also) orders other products or services to which special general terms and conditions apply, these are also declared applicable to the agreement between the customer and the entrepreneur.

These general terms and conditions do not apply to offers to and agreements with natural persons who do not act in the exercise of a profession or business.

Deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing by the entrepreneur and the customer and only apply to the specific agreement to which the deviations relate. If the customer declares its own general terms and conditions applicable to an agreement with

the entrepreneur or refers to these, the general terms and conditions will not be accepted by the entrepreneur and the general terms and conditions of the entrepreneur will prevail, unless explicitly agreed otherwise at an earlier stage. The general terms and conditions are communicated to the buyer in advance and can always be consulted via the website and can also be downloaded as a PDF file. The general terms and conditions will be sent free of charge on request. Everything that is stipulated in these general terms and conditions and in any further agreements for the benefit of the entrepreneur is also stipulated for the benefit of intermediaries and other third parties engaged by the entrepreneur.

Article 2 - Identity of the entrepreneur

Statutory name: R Rebels

Trade name: R Rebels Kids Clothing

Location: Schiedam

Business address: Lange Nieuwstraat 233 B

Telephone number: 06 875 93 086

Email address: info@R-Rebels.nl

Chamber of Commerce number: 65618963

VAT number: NL856188785B01 and BE0681929794

Article 3 - Offers / quotations

All offers / quotations from the entrepreneur are without obligation and can always be revoked by it, even if they contain a period for acceptance. Offers / quotations can also be revoked in writing by the entrepreneur within seven calendar days of receipt of acceptance, in which case no agreement has been concluded between the parties. Offers / quotations can only be accepted in writing (including electronic acceptance). the entrepreneur is nevertheless entitled to accept an oral acceptance as if it had been made in writing. If the customer places an order on the entrepreneur's website, this order will be final when the customer presses the "ORDER" button or receives an order confirmation by e-mail. The moment the customer receives confirmation from the entrepreneur by email,

a binding agreement between the parties is established. Information contained in advertising material in the broadest sense of the word, such as catalogs, price lists, brochures, websites of third parties, etc., is never binding on the entrepreneur.

Article 4 - Payment

The invoice must be submitted within fourteen days of the invoice date. Only after payment of the invoice does the delivery period begin. Delivery will only take place after payment. If the Customer does not pay within the agreed payment term, the Customer will be in default by operation of law and - without a notice of default being required - will owe interest of 1% per (part of a) month on the outstanding amount from the invoice date with a minimum of € 50, without prejudice to the rights to which the entrepreneur is entitled. In the event of payment default, all judicial costs, as well as the extrajudicial collection costs incurred by the entrepreneur in order to achieve compliance with the obligation of the customer, will be for the account of the customer. The extrajudicial collection costs amount to 15% of the amount owed by the other party including the aforementioned interest. The minimum order amount is € 150 excluding VAT. In the event of payment default, the entrepreneur is entitled to suspend the performance of the agreement and all related agreements or to dissolve it. All payments must be made to a bank account number to be designated by the entrepreneur in the Netherlands. Settlement by the customer is not permitted, unless the entrepreneur has fully and unconditionally acknowledged the counterclaim in writing. Making payments from the customer to the entrepreneur electronically, including via the Internet and through credit cards, takes place at the risk of the customer. Entrepreneur is not liable for damage suffered by customer in connection with or being the result of payments made electronically, via the Internet or by means of credit cards. The provision of credit card details by the customer to the entrepreneur via the internet or otherwise is at the customer's own risk.

Article 5 - Delivery

The place of delivery applies in all cases - unless otherwise specified in writing - to the actual or the place of business specified by the customer when ordering or the customer's place of business with which the contract was concluded.

The specification of delivery periods in offers / quotations, confirmations and / or contracts are made to the best of our knowledge and these will be taken into account as much as possible, but they can never be regarded as a strict deadline.

The customer must examine whether or not immediately after delivery the goods delivered or the services provided comply with the agreement.

The customer cannot rely on the fact that the goods delivered or the services provided do not comply with the agreement if he neglects this investigation or if the entrepreneur has not notified the defects in writing within the period stated below.

Visible defects must be reported in writing to the entrepreneur within five working days after delivery or after the services in question have been provided.

Hidden defects must be reported in writing immediately after the customer has discovered them, but no later than three months after delivery of goods or service provision.

Article 6 - Customer guarantees

Customer undertakes to enable entrepreneur to be able to perform the delivery. Customer guarantees for its own account and risk that: the entrepreneur is given the cooperation necessary for the performance of the service; the ordered goods or services are purchased; the delivery can take place under normal working conditions during normal working hours from 8 a.m. - 6 p.m. If the ordered goods or services have been offered to the customer for delivery, but delivery has not been possible due to the fact that the customer has not complied with one of the obligations referred to in paragraphs 1 and 2, purchase is deemed to have been refused. From this moment on, the buyer is legally in default without further notice of default being required by the entrepreneur. The day on which refusal of acceptance takes place is deemed to be the delivery date of the ordered goods or services. From this moment on, the goods are also at the risk of the buyer, in

accordance with Article 9. Without prejudice to the obligation to pay, in the case referred to under point 3 the customer is obliged to compensate the damage suffered by the entrepreneur as a result of the refusal; including making costs for storage and transport, the latter costs being related to the usual rates on the spot.

Article 7 - Transfer of risk

Irrespective of what has been agreed between the entrepreneur and the buyer with regard to the costs of transport and insurance, the goods remain at the risk of the entrepreneur until the moment that they have been transferred to the actual disposal of the buyer or the third party (s) engaged by the buyer by signing bills of lading, sign-off lists and / or packing lists or by actual delivery. As soon as the goods in accordance with the provisions of point 1 have passed into the actual disposal power of the customer or the third party (s) engaged by the customer, the customer is obliged to adequately insure these goods against theft, damage, destruction and the like.

Article 8 - Liability

If one of the parties fails to meet one or more of its obligations under the agreement, the other party will remain in default, unless compliance with the relevant obligation (s) is already permanently impossible, in which case the negligent party is immediately in default. The notice of default will be communicated in writing, whereby a reasonable period of time will be granted to the negligent Party to meet its obligations. This period has the character of a strict deadline. The entrepreneur's liability to the customer for direct damage in the event of non-compliance, late execution or inadequate execution is limited to the net invoice value of the goods or services in question, but this to a maximum of € 50,000. The limitation as referred to in paragraph 1 also applies if the entrepreneur is held liable by the customer for reasons other than the agreement concluded between them. Direct damage is exclusively understood to mean: the reasonable costs that a party would have to incur to make a performance of the other party comply with the agreement. However, this damage will not be compensated if

the other party has dissolved the agreement;
reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to direct damage within the meaning of these Terms of Delivery; reasonable costs incurred to prevent or limit damage insofar as the party suffering the damage demonstrates that these costs have led to a limitation of direct damage within the meaning of these terms and conditions. entrepreneur is never liable for indirect damage, including consequential damage, lost profit, lost savings, damage due to business interruption and all damage that does not fall under direct damage within the meaning of these general terms and conditions. The limitation of liability does not apply if there is intent or gross negligence on the part of directors and managers of entrepreneurs. Without prejudice to the above, the entrepreneur is not liable if the damage is due to intent and / or gross negligence and / or culpable action or improper or improper use of the delivered goods by the buyer.

Article 9 - Disclaimer

The customer indemnifies the entrepreneur to the extent permitted by law with regard to liability vis-à-vis one or more third parties, which arises from and / or is connected with the execution of the agreement, regardless of whether the damage suffered by the entrepreneur or by his assistants (s) (and), auxiliary items or (delivered) items or services is caused or inflicted. In addition, the customer indemnifies the entrepreneur, to the extent permitted by law, against all claims from third parties in connection with any infringement of intellectual property rights of these third parties.

Customer is responsible for adequate insurance with regard to the aforementioned risks.

Customer is always obliged to make every effort to limit the damage.

Article 10 - Force majeure & unforeseen circumstances

If fulfillment on the part of the entrepreneur or decrease on the part of the Buyer is delayed for more than one month due to force majeure, each of the parties - with

the exclusion of further rights - is entitled to dissolve the agreement in accordance with the law. What has already been paid under the agreement or has been performed will then be settled pro rata between the parties. Force majeure of the entrepreneur is understood to mean: the circumstance that the entrepreneur does not receive a performance (including a performance by the customer) that is important in connection with the performance to be delivered by him, not delivered on time or not properly delivered; strikes; traffic disruptions; government measures that prevent entrepreneurs from fulfilling their obligations timely or properly; riots, riot, war; extreme weather conditions; fire; import, export, and / or transit bans. If there are unforeseen circumstances that are of such a nature that the customer cannot reasonably expect the entrepreneur to meet his obligations, the court may, at the request of one of the parties, dissolve the agreement in whole or in part.

Article 11 - Right of retention

Entrepreneur is authorized to retain all items that the Entrepreneur's Entrepreneur has in his possession until the Buyer has complied with all his obligations towards the Entrepreneur, with which the relevant items are directly or sufficiently related. If goods falling under this right fall under the power of the entrepreneur, then the entrepreneur is entitled to claim these goods as if they were the owner.

Article 12 - Termination

In the cases described below and insofar as granted below, each of the parties has the right to terminate the agreement, in full or in part, with immediate effect, without further notice of default and judicial intervention: if the other party has requested or obtained a moratorium on payments or the other party has been declared bankrupt; when the other party's company is liquidated voluntarily or involuntarily; when the other party's company merges or is taken over; when a substantial part of the assets of the other party are seized; when other circumstances arise in which the continuation of the agreement cannot reasonably be required. Each of the parties is entitled to terminate the agreement

only if the other Party - after a proper and as detailed as possible written notice of default with a proposal for a reasonable period of time for purification of the shortcoming - fails to fulfill its obligations under the obligations. agreement and provided that such failure justifies the termination. If the agreement is dissolved, the entrepreneur's claims against the buyer are immediately due and payable. If the entrepreneur suspends compliance with the obligations, she retains her rights under the law and the agreement. entrepreneur always retains the right to claim compensation.

Article 13 - Industrial and intellectual property

entrepreneur guarantees that the goods delivered as such do not infringe Dutch patent rights, design rights or other industrial or intellectual property rights of third parties. If nevertheless it must be recognized by the entrepreneur or it is established by a Dutch court in a legal case in a decision that is no longer appealable that any goods delivered by the entrepreneur do infringe the rights of third parties as referred to here, the entrepreneur will take back the relevant case reimbursement of the price paid for this, less the depreciation that is deemed to be normal, without being obliged to pay further compensation. However, the customer loses the right to the services referred to in paragraph 2 if he has not as such timely and fully informed the entrepreneur of claims from third parties as referred to above in this article, as a result of which the entrepreneur was also unable to exercise his rights in this regard. properly defend.

Article 14 - Transfer

The customer is not permitted to transfer rights and obligations arising from the agreement to third parties without written permission from the entrepreneur.

Article 15 - Privacy

Entrepreneur treats all personal data provided to her in accordance with applicable legislation, in particular AVG legislation. All information provided by the

customer will only be used by the entrepreneur if this is necessary for the conclusion and fulfillment of the agreement (including the other provisions, including these general terms and conditions), as well as for the business of the entrepreneur. Data is only provided to third parties if this is necessary for the aforementioned purposes. For more information about privacy, reference is made to the entrepreneur's website (www.r-rebels-wholesale.com) under the heading "Privacy Policy" in the footer.

Article 16 - Changes / additions

Changes to these general terms and conditions or additions thereto are only valid insofar as they have been agreed in writing by both parties.

In the event of the invalidity of one or more provisions in these general terms and conditions, the remaining provisions will remain in full force.

The parties will consult on the invalid provisions in order to make a replacement valid arrangement, so that the scope of the agreement is retained.

Article 17 - Disputes & applicable law

All disputes - including those that are considered as such by only one party - that may exist between the entrepreneur and the buyer as a result of an agreement or further agreement concluded by the entrepreneur with the buyer, will - subject to the parties' authority to make a decision of the President of the District Court, provoking legal action for interim relief - are subject to the decision of the ordinary court in the place of business or district of the entrepreneur.

For claims by the entrepreneur, however, the Subdistrict Court of the place of business or the district of the customer is also competent.

If one of the parties considers a dispute to be present and wants to bring it before the court, he must inform the other party in writing with a description of the dispute.

The agreements to be concluded by the entrepreneur with application of these general terms and conditions are always governed by Dutch law. The Uniform Laws on the international purchase of movable tangible property and the

establishment of international purchase agreements concerning movable tangible property are expressly excluded.