

General b2b delivery Conditions

State of Brands

BOHO BIKINI'S – B&L – CHARMIN'S – OHLALA - KIDZ

General Terms and Conditions

State of Brands

Liedeweg 9-M
2065 AH Haarlemmerliede

Kvk nr.:55010806

Article 1: General

The following definitions apply in these general terms and conditions: supplier: the supplier of these general terms and conditions; namely: State of Brands, Tappersweg 47C, 2031 ET in Haarlem, the buyer: the other party of the supplier, acting in the exercise of a profession or business; agreement: the agreement between supplier and buyer. Products, items, items: all products owned by the State of Brands: BOHO, B&L, Charmin's, Ohlala, Kidz and products sold on behalf of State of Brands.

The provisions of these general terms and conditions apply to all offers and to all agreements between supplier and buyer to which supplier has declared these terms and conditions applicable. And everything else insofar as the parties have not deviated explicitly and in writing from these delivery terms and conditions. These terms of delivery are stipulated towards the buyer and also towards any third parties to be engaged by the supplier. In the event of nullity or destruction of one or more provisions of these terms and conditions, the remaining provisions of these terms and conditions will remain in full force. Supplier and buyer will then consult to agree new provisions to replace the void or voided provisions.

These general terms and conditions of delivery are deemed to be accepted at the time that the buyer receives the goods from the supplier and / or when a purchase agreement orally or in writing has been taken by both parties and / or when there is any order has been placed.

Article 2: Offers / quotations

All offers from supplier are without obligation, unless a period for acceptance is stated in the offer. All offers from supplier are without obligation; they are valid for thirty days, unless stated otherwise. The supplier is only bound by the offers if the acceptance thereof is confirmed in writing by the buyer within thirty days. The prices in offers and quotations include VAT, other levies and any shipping, transport, administration and packaging costs, unless stated otherwise. A compound quotation (quotation) does not oblige the supplier to deliver part of the goods included in the quotation or quotation at a corresponding part of the quoted price. Offers or quotations do not automatically apply to repeat orders and offers, sales, discounts are not guaranteed.

Article 3: Implementation

If and insofar as the proper execution of the agreement requires, the supplier has the right to have certain work done by third parties. The buyer will provide the supplier with all information reasonably necessary for the execution of the order. In the event of late provision by the buyer, the supplier is entitled to suspend the execution of the order and to charge the buyer for any costs of delay. The buyer indemnifies the supplier against any claims from third parties who suffer damage in connection with the execution of the agreement and which are attributable to the buyer.

Article 4: Delivery

Delivery takes place from the supplier's warehouse, unless otherwise agreed. The buyer is obliged to take delivery of the goods at the moment that the supplier delivers them or has them delivered to him or at the moment when they are made available to him under the agreement or when placing an oral or written order. Even if there is a longer period between the placing of an order by the buyer and the delivery of products, the purchase obligation remains. If the buyer refuses to accept the delivery or if the delivery is made impossible, the supplier is entitled to have the costs incurred at the expense and risk of the buyer. If the products are placed on pre-order, there is always a purchase obligation, supplier is not obliged to mention to the buyer when there is a pre-order. If the buyer has to provide the supplier with information in order to implement the agreement, the delivery time will only commence

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after the buyer has made this available to the supplier. The delivery period specified by the supplier is indicative and not a strict deadline. No rights can be derived from delivery times and delivery time agreements. If a pre-issued delivery time is not met, the purchase obligation will continue to exist immediately. Partial deliveries by the supplier are permitted, at the discretion of the supplier. Partial deliveries can be invoiced separately. Deliveries above € 100 are registered (via a third party), Deliveries below € 100 are sent by letter post (via a third party), the supplier reserves the right to change this without mentioning it the buyer. All risk of loss or damage during deliveries are entirely at the risk of the buyer.

Artikel 5: Reclames

The buyer shall inspect the delivered goods upon delivery or as soon as possible thereafter for quantities and quality. Visible defects or shortages must be reported to the supplier in writing within three days of delivery. Invisible defects or shortages must be reported within three weeks of discovery, but no later than within three months after delivery. Complaints do not suspend the payment obligation of the buyer. Returning the delivered goods is only possible after written permission from the supplier.

Artikel 6: Garantie

Leverancier garandeert dat de te leveren zaken voldoen aan de gebruikelijke eisen en normen die daaraan kunnen worden gesteld en dat zij vrij zijn van alle gebreken. Deze garantie geldt gedurende een periode van drie maanden na levering. Deze garantie geldt niet wanneer het gebrek is ontstaan als gevolg van onoordeelkundig, onzorgvuldig en of oneigenlijk gebruik. Betreft het geleverde een zaak die door een derde is geproduceerd, dan is de garantie beperkt tot de garanties welke die producent verstrekt. Op uitverkoop en afgeprijsde artikelen zit geen garantie, ook al is dit niet vermeld op de factuur.

Article 7: Prices

Supplier may pass on price increases to buyer if significant price changes have occurred between the time of the offer and the execution of the agreement. The prices used by the supplier are exclusive of VAT, other levies and any administration, shipping, transport, administration and packaging costs, unless explicitly stated otherwise. The supplier charges these additional costs on to the buyer. No rights can be derived from any errors, printing, counting and / or typing errors, whether in catalogs, quotes, online, orally or in any way.

Article 8: Payment

In the Netherlands payment must be made within 14 days after the invoice date, in a manner to be specified by the supplier in the currency in which the invoice is made, unless otherwise agreed. Objections to the amount of the invoices do not suspend the payment obligation. In the event of liquidation, bankruptcy, seizure or suspension of payment of the buyer, the claims of the supplier against the buyer are immediately claimable. If the buyer has not made payments for more than 30 days and / or the cumulative monetary claimable amount is more than € 750, the supplier has the right not to handle any deliveries, orders and repairs and the supplier's claims against the buyer are immediately claimable. . If the buyer has outstanding payments longer than 30, the supplier is entitled to hand over the file to a third party without consultation.

Outside the Netherlands: Payment must be made at all times prior to delivery, in a manner to be specified by the supplier in the currency in which it is invoiced, unless otherwise agreed.

Article 9: Retention of title

All goods delivered by the supplier remain the property of the supplier until the buyer has fulfilled all obligations arising from all agreements concluded with the supplier. The buyer is not authorized to pledge or encumber the goods subject to the retention of title in any other way. The buyer undertakes to insure the goods delivered under retention of title and to keep them insured against damage and theft. All goods delivered by the supplier that have not yet been paid for in cash are excluded from all bankruptcy situations and must be returned to the supplier immediately in the event of bankruptcy. If a debt remains after it has been returned, it will fall under the bankruptcy.

Article 10: Liability

The liability for defective, delivered goods towards the buyer is limited to the guarantee as mentioned above. Liability for direct damage is limited to a maximum of the compensation charged to the buyer for the defective item, with a maximum of one hundred euros. The liability is in any case capped at the amount that is paid out by the insurer of the supplier in the relevant case. Liability for indirect damage is excluded.

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Article 11: Transfer of risk

The risk of loss or damage to the products that are the subject of the agreement transfers to the buyer as soon as they are brought under the control of the buyer or a third party / parties. A third party or parties means, for example, a parcel service and postal services. See also article 4: Delivery

Article 12: Disputes

Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation. The court in the supplier's place of business has exclusive jurisdiction to hear disputes. Dutch law applies to every agreement between supplier and buyer. The Vienna Sales Convention is expressly excluded.

Article 13: Other provisions

Delivery terms and conditions have been filed at the office of the Chamber of Commerce in Haarlem. The most recently filed version or the version as it applied at the time of the conclusion of the agreement always applies.

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