



**GENERAL TERMS AND CONDITIONS H32 SNEAKERS B.V.  
2021**



## **General Terms and Conditions H32 Sneakers B.V.**

### **Article 1 - Applicability**

1.1 These General Terms and Conditions apply to all offers, price quotations and agreements of any kind between H32 Sneakers B.V. and Customer and to any resulting obligations. Deviations may be agreed with H32 Sneakers B.V. in writing only.

1.2 In these General Terms and Conditions "Customer" shall be understood to mean the Principal or any other person who concludes or wishes to conclude an agreement with H32 Sneakers B.V.

1.3 In case H32 Sneakers B.V. does not always demand strict observance of these General Terms and Conditions that does not imply that these General Terms and Conditions would not apply or that H32 Sneakers B.V. would forfeit the right to demand strict observance of these General Terms in future, similar or other cases.

1.4 In case any provision of these General Terms and Conditions should not be valid or should not apply for any reason that shall not affect the validity or applicability of the remaining provisions of these General Terms and Conditions.

1.5 Terms of purchase and other conditions that are declared applicable by Customer shall not be binding on H32 Sneakers B.V. unless they have been accepted by H32 Sneakers B.V. in writing. Such acceptance may not be conferred from the circumstance that H32 Sneakers B.V. has failed to dispute a statement of Customer that it does not accept the General Terms and Conditions of H32 Sneakers B.V. and declares that its own General Terms and Conditions apply.

### **Article 2 - Offers**

2.1 Any written offer shall be free of engagement. Our rates and catalogues do not constitute an offer and are subject to change without prior notice. Our prices shall apply at the time that an order is confirmed. When new price lists are issued all prior lists shall be cancelled and modification of prices does not result in any right to modify prior orders.

2.2 H32 Sneakers B.V. reserves the right to refuse any orders without stating reasons, to deliver them COD or demand payment in advance.

2.3 An offer or price quotation will be cancelled in case the product to which the offer or price quotation applies is not available any longer.

2.3 H32 Sneakers B.V. shall not be held to its offers or price quotations in case Customer should reasonably understand that the offer or price quotation or part thereof contains an apparent mistake or typographical error.

2.4 Prices stated in an offer or price quotation are expressed exclusive of BTW (VAT) and other levies imposed by the authorities, any costs incurred for performance of the agreement including travel and accommodation expenses, fuel costs, shipping and administrative costs, unless stated otherwise.

2.5 In case the acceptance deviates from the offer contained in the price quotation or offer (in minor points or otherwise) said deviations shall not be binding on H32 Sneakers B.V. In that case the agreement is not concluded in accordance with said deviating terms unless stated otherwise by H32 Sneakers B.V.

2.7 A combined price quotation shall not oblige H32 Sneakers B.V. to perform part of the order at a proportionate part of the price quoted. Offers or price quotations do not automatically apply to future orders.

### **Article 3 - Agreement**

3.1 An Agreement is concluded after H32 Sneakers B.V. has confirmed an order in writing or after H32 Sneakers B.V. has commenced performance of the order. The agreement between H32 Sneakers B.V. and Customer shall be entered into for an indefinite time unless the nature of the agreement requires otherwise or in case the parties have expressly agreed otherwise in writing. The order confirmation shall be deemed to correctly and fully reflect the agreement unless Customer objects in writing within five business days.

3.2 The invoice shall be considered a confirmation of the order in case of services/performance for which, in connection with the nature and/or scope of which no order confirmation is sent. Said invoice shall be deemed to correctly and fully reflect the agreement.

3.3 Additions to and modifications of an agreement shall not be binding on H32 Sneakers B.V. unless and only to the extent that they have been confirmed in writing by H32 Sneakers B.V.



3.4 Any breach of contract, irrespective whether said breach would cancel an accepted order or part thereof, shall entitle H32 Sneakers B.V to fixed damages of 35% (thirty-five percent) of the value of the order. Any extrajudicial costs shall be borne by Customer. We reserve the right to demand performance of the agreement.

3.5 In case H32 Sneakers B.V requires information to be provided by contracting party prior to performance of the agreement, the time of performance shall not commence until after contracting party has made said all correct information available to H32 Sneakers B.V.

3.6 H32 Sneakers B.V has the right to engage third parties to perform certain services.

#### Article 4 - **Prices**

4.1 Prices agreed may be increased due to regulations of the authorities or other mandatory measures such as increases in prices of raw materials, wages, transport or other reasons that could not reasonably have been foreseen on conclusion of the agreement, without ensuing right for Customer to terminate the agreement.

4.2 Price modifications for different reasons, such as increases in purchase and fuel prices also if they are caused by changes in currency rates shall be binding on Customer also, unless agreed otherwise.

4.3 For direct orders which are placed directly in our B2B shop prices shown in B2B shop apply.

#### Article 5 - **Complaints**

5.1 Complaints concerning defective deliveries shall be limited to complaints that are found after the delivery bill of the forwarding agent has been signed: damaged goods in packaging, packaging not containing the goods ordered that are stated on the delivery bill, or delivery of incorrect goods. Each delivery is subject to an acceptable variation of 2% in quantity or may show minor damage inherent in the production process. In other cases Customer has the right to submit a complaint. Complaints are settled by H32 Sneakers B.V by means of replacement of the goods/series concerned by an identical or equivalent product.

5.2 Customer is obliged to check each shipment upon delivery for defects such as shipment of incorrect goods, damage and/or missing items. In case of defective delivery H32 Sneakers B.V shall be informed of this immediately. In case this is not possible this shall take place within a term of five business days. The complaint shall state the invoice number of the shipment and a description of the defect.

5.3 After expiry of the term referred to in paragraph 2 Customer shall be deemed to have approved the delivery.

5.4 In case a complaint about a defect is submitted at a later time Customer shall no longer be entitled to correction, replacement or damages.

5.5 In case it has been established that a complaint is unfounded, any and all costs caused to H32 Sneakers B.V. by said complaint, including inspection costs, shall be borne by Customer.

5.6 In case and to the extent that a complaint is considered justified by H32 Sneakers B.V it shall – at its own discretion and within a reasonable time – either remedy the defect or replace the defective goods without ensuing right for Customer to claim any additional compensation of any kind.

5.7 Returning incorrect deliveries is permitted only after the prior written permission of H32 Sneakers B.V

5.8 In case contracting party submits a complaint in time this does not suspend its payment obligation. In that case Customer shall remain obliged to take delivery of and pay for the other items ordered.

#### Article 6 – **Payment**

6.1 Unless agreed otherwise in writing payment shall take place within 30 days of invoice date by means of transfer or payment to a bank account designated by H32 Sneakers B.V The value date indicated on the bank statements of H32 Sneakers B.V is considered the day of payment.

6.2.1 In addition to article 6.1 the provision applies that - in case of orders with an order value in excess of EUR 50.000,- and any orders of other than Dutch Customers - H32 Sneakers B.V demands a down payment of 35% of the entire order value. This down payment must be made within 10 business days of receipt of the order confirmation through a bank account designated by H32 Sneakers B.V. Production of the order shall not be commenced and a delivery date shall not be given until after receipt of payment. After completion of production the remaining amount, being 65% of the entire order value, must be paid. The goods will not be released for transport and shipped to Customer until after receipt of the entire invoice amount.

6.2 Unless expressly agreed otherwise payment shall take place without set-off or suspension for whatever reason.



6.3 Any payment made by Customer shall be applied first to any interest due and/or collection costs and then to the oldest outstanding invoices.

6.4 In case of late payment Customer shall owe to H32 Sneakers B.V without any notification being required an interest on the outstanding amount of 2% per month. This interest shall be calculated from due date until and including the date of full payment. For any payment reminder, payment demand or correspondence we need to send to you due to non-payment, administrative costs of EUR 85,- shall be charged. In addition to that any judicial and extrajudicial costs of collection shall be charged to Customer. The amount of the extrajudicial costs of collection owed to H32 Sneakers B.V shall be calculated in accordance with the collection rates of the 'Nederlandse Orde van Advocaten' (Netherlands Bar Association) as determined from time to time. Our debtor management is carried out by Van der Sanden Incasso in Drunen.

6.5 If the value of securities provided to H32 Sneakers B.V is more than 10% higher than the claims H32 Sneakers B.V. shall at its discretion release excess securities at the request of Customer.

6.6 Payments by cheque or bill shall be considered payments received after the bill or cheque is cashed.

6.7 If considered necessary by H32 Sneakers B.V. it may demand additional security, and if such security is not provided H32 Sneakers B.V. shall have the right to suspend performance of the agreement.

6.8 Objections to the amount of an invoice do not suspend a payment obligation. A contracting party that cannot invoke section 6.5.3 (articles 231 through 247 of "boek 6 BW", Netherlands Civil Code) does not have the right to suspend payment of an invoice for any other reasons.

#### **Article 7 – Reservation of title**

7.1 The title in goods supplied shall remain reserved by way of security for any claims towards Customer, which we may have in connection with any payments resulting from the current and future business connection.

7.2 Goods supplied by H32 Sneakers B.V. that are subject to reservation of title in accordance with paragraph 1 may not be re-sold and may never be used in payment. Customer is not authorized to pledge or in any other way encumber goods that are subject to reservation of title.

7.3 Customer is at all times obliged to do all that which may be reasonably expected from Customer in order to secure the property rights of H32 Sneakers B.V

7.4 In case third parties attach goods supplied subject to reservation of title or wish to create or exercise any rights in respect of said goods, Customer is obliged to immediately inform H32 Sneakers B.V of that.

7.5 Customer undertakes to insure and keep insured the goods supplied subject to reservation of title against fire, explosion and water damage as well as theft, and to allow H32 Sneakers B.V. to inspect the policy of this insurance upon request. In case of any payments made by the insurer H32 Sneakers B.V. shall be entitled to said payments. To the extent as necessary Customer undertakes toward H32 Sneakers B.V in advance that Customer will lend its assistance to all that which should be or appear necessary or useful for that purpose.

7.6 For the case in which H32 Sneakers B.V wishes to exercise its property rights referred to in this article Customer shall in advance give H32 Sneakers B.V and any third parties appointed by H32 Sneakers B.V its unconditional and irrevocable approval to access any places at which the property of H32 Sneakers B.V. is located, and repossess said property.

#### **Article 8 – Time of delivery**

8.1 All times of delivery referred to by H32 Sneakers B.V shall be approximate times, determined on the basis of information and circumstances known to H32 Sneakers B.V at the time of conclusion of the agreement. Stated delivery times shall never be considered final deadlines. In case a change in information and/or circumstances, irrespective of whether it could have been foreseen, should result in delay, the time of delivery shall be extended accordingly, without prejudice to the provisions below concerning force majeure. In case of late delivery H32 Sneakers B.V. must be declared in default in writing, and it must be offered a reasonable time for subsequent performance.

8.2 Non-observance of times of delivery stated by H32 Sneakers B.V for whatever reason, shall never give Customer a right to damages or to non-observance of any obligation of Customer resulting from the agreement concerned or an agreement in connection with said agreement.

8.3 Cancellation of an order is possible only after a written confirmation to that effect of H32 Sneakers B.V. Please note: in that case damages in the amount of 35% shall be charged to Customer.

8.4 H32 Sneakers B.V.. will inform customers upon time of delivery by newsletter or mail.



#### Article 9 - **Delivery**

9.1 Unless agreed otherwise in writing delivery of a pre-order shall take place at one address and COD. (Follow-up) Orders through the B2B web shop or otherwise are delivered ex warehouse. At the time of delivery all risks of loss, destruction, damage etcetera shall pass to Customer, irrespective of their causes.

9.2 If delivery in stages has been agreed H32 Sneakers B.V. shall have the right to suspend delivery of subsequent phases until Customer has approved completion of any prior stages in writing and complied with all its (financial) obligations resulting from the partial delivery. In case of partial deliveries H32 Sneakers B.V. shall have the right to separately invoice said deliveries.

9.3 In case the goods are available for Customer after expiry of the time of delivery but Customer does not take delivery of said goods within 7 days the goods shall be stored and kept available for Customer at the risk and for account of Customer. Any costs caused by this shall be charged to Customer.

#### Article 10 - **Transport**

10.1 H32 Sneakers B.V. shall determine the method of transport, shipment, packing and such unless determined otherwise by Customer. Shipment/transport of goods shall at all times take place at the risk and for account of Customer. H32 Sneakers B.V. is obliged to take out a (transport) insurance only and to the extent that H32 Sneakers B.V. has accepted that obligation in writing. In case of an order value below € 1.800,- H32 Sneakers B.V. shall charge shipping. The amount of shipping is based on the general prices of 'Post.nl pakketservice' that apply. This is not subject to any correspondence. Rates are available from H32 Sneakers B.V.. upon request.

#### Article 11- **Exchange and return**

11.1 Only after approval of H32 Sneakers B.V. customer is able to exchange goods to a maximum of 180 days after delivery.

11.2 The goods to be exchanged will be notified in the personal account of the customer in the H32 Sneakers B2B shop.

11.3 The goods will be returned to the following address:

H32 Sneakers B.V., Hectorstraat 17, 5047 RE Tilburg, the Netherlands. All costs of transportation are charged to the customer.

11.4 Costs for the exchange of goods are € 150 and will be charged to customer.

11.5 In case customers returns goods which have been delivered to customer more than 180 days ago, H32 Sneakers B.V. will pay the standard price of € 20 per article. The replacement goods can be ordered in de B2B shop. Prices in de B2B shop will apply to the replacement order.

#### Article 12 – **Force majeure**

12.1 In case H32 Sneakers B.V is prevented to (continue to) perform the agreement due to temporary or permanent force majeure H32 Sneakers B.V shall have the right to terminate the agreement or part thereof by means of a written notice to that effect without any intervention of a court of law being required, and without any ensuing obligation to compensate any damage, without prejudice to the right of H32 Sneakers B.V. to receive from Customer payment for the performance that has already been made by H32 Sneakers B.V. prior to the existence of said force majeure circumstances, or to suspend (further) performance of the agreement. In case of suspension H32 Sneakers B.V. shall retain the right to subsequently terminate the agreement or part thereof.

12.2 Force majeure shall be understood to include any circumstances temporarily or permanently preventing H32 Sneakers B.V to fulfil its obligations, such as strike, transport obstructions, fire, measures by the authorities, including in any case import and export restrictions, quotas and interruption of operations at H32 Sneakers B.V or its suppliers, as well as failure on the part of its suppliers, due to which H32 Sneakers B.V reasonably cannot or no longer fulfil its obligations towards Customer.

#### Article 13 - **Warranty**

13.1 H32 Sneakers B.V. provides a warranty that covers material and manufacturing defects in the goods supplied. The scope of the warranty is that H32 Sneakers B.V. will to the best of its ability remedy such defects or replace the goods. The nature, cause and circumstances of the problem will be verified



conscientiously by H32 Sneakers B.V. Products that are replaced under this warranty shall become the property of H32 Sneakers B.V. Defects submitted to H32 Sneakers B.V. shall be looked into only if they have been submitted in writing.

13.2 The warranty does not apply in case defects are caused entirely or in part by incorrect, negligent or inexperienced use, use for other purposes other than normal (operating) purposes, external influences such as fire or water damage or in case the goods have been modified or serviced by parties other than H32 Sneakers B.V.

13.3 Fulfilment of its warranty obligations by H32 Sneakers B.V. shall be considered the only and the entire compensation. H32 Sneakers B.V. is not subject to any further obligations and Customer does not have the right to demand termination of the agreement.

13.4 Repairs outside the scope of the warranty that applies shall be charged by H32 Sneakers B.V.

13.5 The goods to be supplied by H32 Sneakers B.V. shall meet the customary demands and norms that reasonably apply at the time of delivery to normal use for which they are intended in the Netherlands. The warranty described in this article applies to goods that are intended to be used in the Netherlands. In case of use outside the Netherlands Contracting Party itself shall verify whether the use concerned is suitable for use at the location concerned and meets the conditions that apply there. In that case H32 Sneakers B.V. may prescribe different warranty and other conditions with respect to goods to be supplied or services to be provided.

13.6 The warranty referred to in this article shall be valid for the time of 4 months after delivery, unless the nature of the good supplied requires otherwise or the parties have agreed otherwise. In case the warranty provided by H32 Sneakers B.V. concerns a good produced by a third party the warranty is limited to the warranty provided by the manufacturer of said good unless stated otherwise.

13.7 Any warranty shall become void in case a defect has been caused by or is the result of inexperienced or improper use thereof, incorrect storage or maintenance by Customer and/or third parties, if Customer and/or third parties have modified the good concerned, have attached any items that should not have been attached to the good or in case the good has been used or processed in a way that differs from the prescribed way without the written approval of H32 Sneakers B.V.

13.8 Customer does not have any rights under warranty in case the defect was caused by circumstances beyond the influence of H32 Sneakers B.V. including weather conditions (such as but not limited to extreme rain or temperatures) etcetera.

13.9 After expiry of the term of warranty all costs of repairs or replacement, including administrative costs, shipping and call-out charges shall be charged to Customer.

#### Article 14 – Liability

14.1 In case H32 Sneakers B.V. is liable said liability shall be limited to this provision.

14.2 H32 Sneakers B.V. shall never be obliged to compensate any indirect damage resulting from or caused by defects in goods supplied or services performed or by non-performance, late performance or improper performance of goods supplied or to be supplied and/or services performed or to be performed by H32 Sneakers B.V., except in case of intent or conscious recklessness on the part of H32 Sneakers B.V. In case H32 Sneakers B.V. is made liable in spite of this, the liability shall in no case exceed the invoice amount. Any liability for operating damage (interruptions of business, loss of income, consequential damage and such) however caused, including delays in delivery times of goods and performance of services is expressly excluded.

14.3 H32 Sneakers B.V. shall not be liable for damage of any kind and however caused to Customer or third parties by its employees and/or third parties engaged by H32 Sneakers B.V. except in case of intent or conscious recklessness that can be attributed to H32 Sneakers B.V. In no case shall the liability exceed the cover of the insurance taken out by H32 Sneakers B.V.

14.4 H32 Sneakers B.V. is not liable for any damage caused by incorrect, improper or inexperienced use or use of the goods supplied by H32 Sneakers B.V. for purposes other than normal purposes.

14.5 Customer shall indemnify H32 Sneakers B.V. and its employees from and against any claims of third parties for compensation of material and immaterial damage, which is directly or indirectly caused by (use of) goods supplied by H32 Sneakers B.V. unless said damage is caused by intent or gross negligence of employees of H32 Sneakers B.V. and or third parties engaged by H32 Sneakers B.V.



#### Article 15 – **Cancellation/termination**

15.1 Customer is deemed to be in default by operation of the law and any (outstanding) amounts shall become due and payable immediately in case:

- a. Customer fails to comply or fails to comply in time with any obligation of the agreement, in particular with respect to payment;
- b. H32 Sneakers B.V. has proper reasons to fear that Customer will fail to perform and Customer does not comply with a written demand stating said reasons that Customer declares to be prepared to perform within a reasonable time specified in said demand;
- c. Customer applies for its own bankruptcy, is declared bankrupt, assigns its estate or assets, requests for suspension of payment or if its assets or part thereof are attached and said attachment is not terminated within 10 days after the attachment;
- d. Customer terminates or decides to terminate or transfer its company or a significant part thereof including contribution of its company in an existing company or company to be incorporated, or changes or decides to change the purpose of its company or to dissolve its company;
- e. of Customer's death in case Customer is a natural person.

15.2 In the cases referred to in article 14.1 H32 Sneakers B.V. shall have the right, without any intervention of a court of law being required and without any ensuing liability for damages and without prejudice to any rights of H32 Sneakers B.V. such as rights with respect to amounts or interest already due and the right to receive damages:

- a. to declare that the agreement or part thereof is cancelled by means of a written notification to that effect sent to Customer and/or
- b. to demand immediate payment of any amounts owed to H32 Sneakers B.V. by Customer and/or
- c. to invoke reservation of title established on the basis of article 7.

15.3 In case the agreement is terminated or cancelled in any way the provisions concerning applicable law and disputes shall remain in full force and effect.

#### Article 16 – **General**

16.1 The rights and/or obligations under an agreement to which these General Terms and Conditions apply are non-transferable and cannot be assigned and are not subject to any security rights established in respect thereof, except after the prior approval given by the other party.

#### Article 17 – **Applicable law and dispute**

17.1 All agreements concluded between the parties and all legal relationships resulting from such agreements shall be governed by Dutch law exclusively.

17.2 Any disputes resulting from or in connection with the agreement to which these General Terms and Conditions apply, as well as the General Terms and Conditions themselves and their interpretation or performance shall be submitted to the jurisdiction of the competent court of law at Breda, unless agreed otherwise.

#### Article 18 – **Location and modification of General Terms and Conditions**

18.1 These General Terms and Conditions have been filed with the Chamber of Commerce.

18.2 The applicable version is always the latest version filed or the version that applied at the time at which the legal relationship with H32 Sneakers B.V. was entered into.

For the purpose of their interpretation the Dutch text of the General Terms and Conditions shall always prevail.