

GENERAL TERMS AND CONDITIONS

Ideavelop B.V.

Article 1: Definitions

Ideavelop B.V.: the user of these terms and conditions and all companies and organisations in any way affiliated to Ideavelop B.V.

Dealer: the party Ideavelop B.V. concludes a contract with, and the party Ideavelop B.V. enters into negotiations with.

Article 2: Applicability and validity

2.1

These general terms and conditions will apply to all contracts in which Ideavelop B.V. act as a vendor or a purchaser.

2.2

Any deviations from or any additions to any concluded contracts or these general terms and conditions will be legally valid, if and in so far as they have been confirmed expressly and in writing by Ideavelop B.V. Any general terms and conditions of the Dealer will not be accepted by Ideavelop B.V. and will not be applicable.

2.3

If one or more provisions of these general terms and conditions appear to be wholly or partly void or voidable, the Parties will continue to be bound by the other provisions of these general terms and conditions.

Article 3: Formation of contracts

3.1

All offers and quotations made by Ideavelop B.V. will be subject to contract and without obligation.

3.2

Ideavelop B.V. will not be bound until an order has been confirmed expressly and in writing or Ideavelop B.V. has entered into performance negotiations.

Article 4: Delivery

4.1

Terms of delivery given will never be considered as a deadline whose non-observance constitutes default, unless expressly agreed otherwise. In case of overdue delivery Ideavelop B.V. must therefore be given a written notice of default.

4.2

Delivery will take place ex works Ideavelop B.V. The Dealer will be obliged to take delivery of the products at the time they are put at its disposal. If, for whatever reason, the Dealer will not be able to take delivery of the products at the agreed time, Ideavelop B.V. will, in so far as its storage possibilities will allow it, store the products for the account and at the risk of the Dealer.

4.3

Dealer agrees to only sell Ideavelop B.V. products within its approved store location(s) or from Dealer's authorized website. Any sales outside of Dealer's store or on other web sites require written approval by Ideavelop B.V. This includes and is not excepted to online marketplaces, to online discount or flash deal website and mailing, and to comparison websites.

Article 5: Price and payment

5.1

All prices are quoted in euros, exclusive of VAT, unless otherwise stated.

5.2

Ideavelop B.V. will be entitled to charge on a price increase of the factors that determine the cost price after formation of the contract but before delivery to the Dealer.

5.3

Payment must be made within 14 days of the invoice date in the manner as indicated by Ideavelop B.V.

5.4

In case of overdue payment subject to the term of payment under Article 5 paragraph 3, the Dealer will immediately be in default *de jure*. The Dealer will owe 1% interest per month over the invoice amount from the default date to the date of full payment.

5.5

Payment must take place without set-off or suspension for whatever reason.

5.6

Ideavelop B.V. will be entitled to require security from the Dealer for the fulfilment of its payment obligations before delivery or before proceeding to deliver or perform.

5.7

The total amount of the payment balance will be immediately due and payable, if the Dealer has applied for a suspension of payments or filed for bankruptcy, if its products are attached, if the Dealer is put in administration or under guardianship, if the Dealer dies or, if its company is closed down, wound up or dissolved, and also in case the Dealer is in arrears with any payments.

5.8

Payments by the Dealer will in the first instance serve to settle any interests and costs owed to Ideavelop B.V. Next settlement of the oldest outstanding invoices will take place, even if the Dealer states that settlement pertains to an invoice of a later date.

5.9

All collection costs for amounts owed by the Dealer will be for the account of the Dealer. These costs will be fixed at 15% plus VAT of the unpaid amounts with a minimum of € 250.- plus VAT.

Article 6: Force majeure

6.1

Force majeure will be understood to mean: any circumstances beyond the direct control of or not reasonably foreseeable by Ideavelop B.V., temporarily or permanently preventing the fulfilment of Ideavelop B.V.'s obligations under the contract. These circumstances include: restricting government measures, mobilization, war, danger of war, revolution, strike, seizure, attachment, extraordinary weather conditions, lack of means of transport, or partial or whole default of third parties whose services and products are received.

6.2

In the case of force majeure Ideavelop B.V. is entitled to suspend the fulfilment of its obligations towards the Dealer, or to partly or wholly terminate the contract, such at the discretion of Ideavelop B.V., without court intervention and without any liability to pay compensation.

Article 7: Retention of title

7.1

All products delivered and yet to be delivered will remain the exclusive property of Ideavelop B.V. until such time that all claims Ideavelop B.V. has or will have on the Dealer, including in any case the claims set out in S3(92)(2) of the Dutch Civil Code for interest and both judicial and extrajudicial costs, are fully paid.

7.2

As long as the products have not passed into the ownership of the Dealer, he or she will not be allowed to pledge the products or confer title to a third party, with the exception of in the ordinary course of its business. At the first request of Ideavelop B.V. the Dealer will be obliged to cooperate in the creation of a pledge on claims the Dealer has or will have by reason of the onward supply of products on its customers.

7.3

The Dealer is bound to safeguard the products subject to a retention of title with due care and as recognizable property of Ideavelop B.V. The Dealer will treat the products referred to in this Article with due care. Furthermore, the Dealer will insure the products against any contingencies on the basis of the invoice value and will provide Ideavelop B.V., at its first request, with the names and addresses of the insurers and with copies of the policies. The Dealer will also, at Ideavelop B.V.'s first request, and in so far as this has not already come into being by operation of law, create an undisclosed pledge in favour of Ideavelop B.V. on its claims in this respect on the insurer.

7.4

If third parties attach the products delivered subject to retention of title or want to create or exercise a right on the products, the Dealer will be obliged to inform Ideavelop B.V. immediately to that effect.

7.5

Ideavelop B.V. will be entitled to repossess the products delivered subject to retention of title and still present at the premises of the Dealer, if the Dealer fails to meet its payment obligations or should or will find itself in payment difficulties. The Dealer will at all times grant Ideavelop B.V. free access to its site and/or premises to inspect the products and/or execute its rights.

7.6

The above-mentioned provisions do not affect all other rights of Ideavelop B.V.

Article 8: Complaints

8.1

The Dealer must express any complaints about the delivered products to Ideavelop B.V. as soon as possible and in any case notify Ideavelop B.V. in writing within 7 days after delivery. Expressing a complaint does not discharge the Dealer from its obligation to pay.

8.2

If it has been established through investigation that a complaint is unfounded, the costs incurred, including investigation costs on the part of Ideavelop B.V., will be fully for the account of the Dealer.

8.3

The right to claim will lapse in any case if the Dealer has processed the products, or has had the products processed by a third party, or has meanwhile resold the products.

Article 9: Guarantee

9.1

Ideavelop B.V. will only furnish a guarantee if it has been agreed in writing.

Article 10: Lapse of time

10.1

Notwithstanding the statutory time limit, the time limit of all claims and defences against Ideavelop B.V. and any third party involved in the performance of the contract will be one year.

Article 11: Liability

11.1

Ideavelop B.V.'s liability will be restricted to that which has been set out in this Article.

11.2

Ideavelop B.V. will only be liable for any loss suffered by the Dealer as a consequence of breach, a wrongful act or otherwise, if the loss is the direct consequence of gross negligence on the part of Ideavelop B.V.

11.3

In case Ideavelop B.V. is liable for damage or loss of the Dealer, this liability will be restricted to twice the invoice amount, less the relevant VAT of the delivery concerned and with a maximum of € 5,000.-.

11.4

Ideavelop B.V.'s liability will in any case be limited to the amount of the payment of its insurer where applicable.

11.5

Never will Ideavelop B.V. be liable for any damage or loss as a result of a term being exceeded or for any consequential or indirect loss, including any loss as a result of a loss of profit or lost savings.

11.6

Furthermore Ideavelop B.V. will not be liable for any damage or loss arising during or after the Dealer has processed the products delivered, has delivered or placed these products at the disposal of a third party, or has put these products into use.

11.7

The Dealer indemnifies Ideavelop B.V. against any and all claims of third parties. The Dealer will never be able to hold Ideavelop B.V.'s personnel liable, or any third parties engaged by Ideavelop B.V. and the personnel of these third parties.

Article 12: Intellectual property rights

12.1

The Dealer guarantees Ideavelop B.V. that the intellectual and industrial property rights of Ideavelop B.V. and of third parties will not be infringed and indemnifies Ideavelop B.V. against any ensuing claims.

Article 13: Suspension and termination

13.1

If before the time of delivery to Ideavelop B.V. it appears that the Dealer is not creditworthy, if the Dealer does not, not adequately or not timely fulfil its obligations towards Ideavelop B.V., if the Dealer is declared insolvent or an application to that effect has been filed with the court, if the Dealer has applied for a moratorium, or this has been granted to it, if the Debt Management (Natural Persons) Act is declared applicable, if the Dealer's company is closed down or wound up, if the Dealer's products are seized or if the Dealer is put in administration or under guardianship, Ideavelop B.V. will be entitled to suspend the fulfilment of all and any of its obligations towards the Dealer, or, without giving notice of default or court intervention and even without any liability to pay compensation, to partly or wholly terminate the contracts, all this without prejudice to Ideavelop B.V.'s other rights in such cases.

Article 14: Disputes and applicable law

14.1

All contracts are exclusively governed by Dutch law.

14.2

All disputes between parties will in the first instance be submitted to the competent court in Overijssel, the Netherlands, without prejudice to Ideavelop B.V.'s authority to have the dispute resolved by arbitration or a binding third-party ruling.