



Retail Sell & Pay

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General Terms and Conditions Retail Sell & Pay

Retail Sell & Pay (henceforth: RS&P) is registered with the Chamber of Commerce (KvK) under number 17167898 and is located on Jericholaan 14B (5625TH) in the city of Eindhoven.

Article 1 - Definitions

1. For the purpose of these terms and conditions, the following terms will have the meanings hereunder assigned to them, unless clearly stated otherwise:
2. Offer: Every offer put in writing to the Purchaser, to deliver Products by the Vendor, to which these terms and conditions are inextricably bound.
3. Company: the natural or legal person who acts in exercise of their occupancy or company.
4. Purchaser: the Company that enters into a(n) (distance) Agreement with the Vendor.
5. Agreement: the (distant) Purchase Agreement that includes the sale and delivery of Products that have been bought by the Purchaser from RS&P.
6. Products: the Products offered by RS&P are Home Textiles.
7. Vendor: the Vendor of Products to the Purchaser, henceforth: RS&P.

Article 2 – Applicability

1. These terms and conditions are applicable to every Offer made by RS&P, and every Agreement between RS&P and a Purchaser, and to every Product that is offered by RS&P.
2. Before a(n) (distance) Agreement is concluded, the Purchaser will have had these terms and conditions made available to them. If this is not reasonably feasible, RS&P will specify to the Purchaser in which way the Purchaser is able to read the terms and conditions, which will in any case be published on the website of RS&P, so the Purchaser is able to easily save these terms and conditions on a durable data storage device.
3. In exceptional circumstances, the possibility exists to deviate from these terms and conditions, but only when this is explicitly agreed upon with RS&P and this agreement is put in writing.

4. These terms and conditions are also applicable to any supplemental, altered and follow-up Agreements with the Purchaser. Any terms and conditions or purchase conditions from the Purchaser are explicitly dismissed.
5. Should one or more terms of these terms and conditions become partially or entirely void, the remaining terms of these terms and conditions will remain valid. The void terms will be replaced by terms with meanings similar to the original.
6. Any obscurities in content, explanations or situations that are not explicitly mentioned in these terms and conditions must be evaluated and explained through the intent of these terms and conditions.
7. When these terms and conditions reference she/her, these references are also to be taken as reference to he/him/his, if applicable.

Article 3 - The Offer

1. All offers made by RS&P are free of obligations, unless explicitly written otherwise. If an Offer is of limited validity or is valid only under specific conditions, this will be indicated explicitly. An Offer is only valid when put in writing.
2. All offers made by RS&P are free of obligations. RS&P is only bound to an Offer when a Purchaser has confirmed their acceptance of the offer in writing and within 30 days of receiving the Offer, or when the Purchaser has paid the owed amount. Nevertheless, RS&P retains the right to decline an Agreement with a potential Purchaser for reasons legitimate to RS&P.
3. The Offer will contain a specific description of the offered Product with corresponding prices. The Product will be described in such detail that allows the Purchaser to make a fitting assessment of the Offer. Oversights or mistakes in the Offer are not binding. Any pictures and specific information that are enclosed with the Offer are merely an indication and do not warrant any form of compensation or the dissolution of the (distance) Agreement. RS&P cannot guarantee that the colors in the picture are an exact match to the actual colors of the Product.



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4. Delivery periods and terms noted in the Offer of RS&P are an indication and do not warrant any form of compensation or the dissolution of the agreement when exceeded, unless explicitly otherwise agreed upon.
5. A combined quote will not oblige RS&P to deliver a portion of the offer or quote in exchange for a corresponding portion of the price specified.
6. If and insofar there is question of a discounted offer, the discount does not automatically extend to backorders. Discounted offers are merely valid as long as the discounted products are in stock, and as long as supply lasts.

Article 4 – Conclusion of the Agreement

1. An Agreement will be concluded when the Purchaser has accepted an Offer of RS&P by explicitly and unequivocally accepting the Offer through mail.
2. An Offer can be made by RS&P through their website.
3. When the Purchaser has accepted the Offer by concluding an Agreement with RS&P, RS&P will confirm the Agreement with the Purchaser in writing, at least through mail.
4. If the acceptance deviates from the Offer (even on minor issues), RS&P is not bound to the Offer.
5. RS&P is not bound to an Offer when a Purchaser should have reasonably expected or should have understood that the Offer contained an apparent mistake or oversight. The Purchaser cannot derive any rights from such apparent mistakes or oversights.
6. The right of withdrawal is excluded for the Purchaser.
7. Products that cannot be reclaimed due to hygienic reasons, customizations, or similar reasons, are excluded from the right of withdrawal. Such instances are indicated explicitly in the Offer.

Article 5 – Execution of the Agreement

1. RS&P will execute the Agreement to the best of their knowledge and abilities.
2. If and insofar proper execution of the Agreement requires so, RS&P retains the right to transfer certain tasks to a third party in accordance to their

own insights.

3. The Purchaser will make certain that all information deemed necessary by RS&P, or information of which the Purchaser should be expected to understand is necessary for proper execution of the agreement, is provided to RS&P in a timely fashion. If such necessary information is not provided to RS&P in a timely fashion, RS&P retains the right to defer the execution of the Agreement.
4. RS&P is not obligated nor bound to follow instructions from the Purchaser while executing the Agreement if the content or volume of the Agreement is altered. If those instructions generate supplemental work, the Purchaser is obligated to compensate any additional costs.
5. RS&P can require a degree of certainty and/or full advance payment from the Purchaser before executing the Agreement.
6. RS&P is not responsible for damage of any nature that has occurred because RS&P has acted according to incorrect or incomplete information provided by the Purchaser, unless these inaccuracies were known to RS&P.
7. The Purchaser will indemnify RS&P against all possible liability towards third parties that suffer damage caused by the Purchaser during the execution of the Agreement.

Article 6 - Delivery

1. If the start, progression or delivery of the Agreement is delayed because, for example, the Purchaser did not provide the requested information or did not do so in time; the Purchaser did not sufficiently comply; the (down)payment was not timely received by RS&P; or because circumstances beyond the control of RS&P caused any delays, RS&P is entitled to a reasonable extension of the delivery time. Agreed upon delivery times are never fatal. The Purchaser must declare RS&P in default and offer them a reasonable period of time to complete delivery. Any resulting delays do not warrant the Purchaser any rights to any forms of compensation.
2. The Purchaser is obligated to purchase goods when these are offered according to the Agreement, even when these goods are offered sooner or later than



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the agreed upon delivery time.

3. If the Purchaser refuses the purchase or is negligent in providing information or instructions that are necessary for proper delivery, RS&P retains the right to store goods at the expense and risk of the Purchaser.
4. If the products are delivered by RS&P or an external carrier, RS&P retains the right to charge possible delivery costs, unless indicated otherwise and this indication is put in writing. These delivery costs will be invoiced separately unless explicitly otherwise agreed upon.
5. If RS&P requires information from the Purchaser in order to execute the Agreement, the delivery time will not commence until the Purchaser has provided all necessary information to RS&P.
6. Any delivery times specified by RS&P are only an indication. Longer delivery terms apply for delivery outside of the Netherlands.
7. RS&P retains the right to deliver goods in parts, unless indicated otherwise in the Agreement or if the partial delivery is not of any autonomous value. RS&P retains the right to invoice the delivered goods separately.
8. RS&P retains the right to refuse delivery when fear of non-payment is legitimate.

Article 7 – Packaging and transport

1. RS&P commits to properly packaging and securing the products to be supplied, so that they reach their destination in good condition when used properly.
2. Unless otherwise agreed upon in writing, all deliveries include value-added tax (VAT), packaging and packaging materials.
3. Accepting goods without any remarks on the consignment note or receipt is deemed as evidence that the packaging was in good condition at the time of delivery.

Article 8 - Inspections, reclamations

The Purchaser is not entitled to return Products, unless otherwise agreed upon.

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1. The Purchaser is obligated to inspect the delivered goods at the time of delivery or at least within 14 days after delivery. The Purchaser will not remove

packaging or use the Product beyond the necessary means to determine whether they will keep the Product. While doing so, the Purchaser is obligated to inspect whether the quality and quantity of the Product correspond to the standards agreed upon in the Agreement and whether the Product fulfills the requirements set by regular trade.

2. The Purchaser is obligated to research and inform themselves of the correct usage of the Product and to inspect the Product conform the manual when used for personal use. RS&P accepts no liability for wrong usage of the Product by the Purchaser.
3. Any visible defects must be reported in writing to RS&P via logistics@RS&P.com, and must be reported within 14 days after delivery. Non-visible defects must be reported within 14 days after discovery, though at least within six months. If the Product is damaged by negligent handling by the Purchaser, the Purchaser is liable for any depreciation of the Product.
4. Even if reclamations are filed timely, the Purchaser is still obligated to pay for the purchased goods. If the Purchaser wishes to return faulty or defective goods, such will only occur with written permission from RS&P and by means specified by RS&P.
5. RS&P retains the right to investigate the authenticity and the condition of the returned Products before reimbursement.
6. Reimbursements to the Purchaser will be processed as soon as possible, though reimbursement can take up to thirty days after RS&P received the returned goods. Reimbursements will be deposited on the previously reported bank account number.
7. If the Purchaser exercises their right to reclamation, the Purchaser is not entitled to forsake their payment obligation nor to settle any unpaid invoices.
8. If the delivery is incomplete and/or if any Products are absent, and such is attributable to RS&P, RS&P will, after being requested to do so by the Purchaser, send the missing Product or cancel the remaining order. The consignment note is key in this process. Any damages suffered by the Purchaser due to incomplete deliveries cannot be claimed from RS&P.



Article 9 - Prices

1. Reported prices will not be raised while the Offer is valid, subject to VAT-changes.
2. The prices reported in the offer are excluding VAT, unless explicitly indicated otherwise.
3. The prices reported in the Offer are based on cost factors calculated at the time of conclusion of the Agreement, such as import and export duties, freight- and unloading costs, insurance and any other taxes and duties.
4. If the USD rate or cotton prices deviate more than 2%, RS&P retains the right to adjust their prices.
5. If there are any fluctuations in the price of Products or raw materials on which RS&P has no influence, RS&P retains the right to offer these Products at variable prices. The Offer will indicate that the indicated prices are target prices and are subject to fluctuation.

Article 10 – Payment and collection policy

1. Payment is preferably fulfilled upfront and will be executed in the currency and method previously indicated on the invoice.
2. The Purchaser cannot derive any rights from any previous computations, unless both parties have explicitly agreed otherwise.
3. The Purchaser is obligated to promptly fulfill payment on the bank account number previously communicated to them. Parties can agree upon a deviant payment term only after explicit and written permission from RS&P.
4. Should the Purchaser and RS&P agree upon periodic payment obligations, RS&P retains the right to adjust standing prices and rates and will do so in writing and by taking into account a notice of three months.
5. Should the Purchaser face dissolution, bankruptcy, confiscation or suspension of payment, requisitions from RS&P on the Purchaser are immediately due.
6. RS&P retains the right to extend any payments fulfilled by the Purchaser, initially towards the reduction of the costs, then to reduce the interest owed, and finally towards payment of the principal sum and current interest. RS&P can, without being in default, refuse an offer of payment if the Purchaser appoints a deviating sequence for the fulfillment

of payment. RS&P can refuse full payment of the principal sum if the costs of interest owed and the current interest are not also included.

7. If the Purchaser does not fulfill their payment obligation within the stipulated payment term of 14 days, the Purchaser is in default.
8. From the day the Purchaser is in default, RS&P will, without further notice of default, be eligible to the statutory commercial interest rate from the first day of default until full payment is executed, and to reimbursement of extrajudicial costs conform article 6:96 from the Dutch Civil code, in accordance with the Netherlands Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten, 1 juli 2012).
9. If RS&P incurs additional or higher costs, and these costs are deemed reasonably necessary by RS&P, these costs will be subject to reimbursement by the Purchaser. Any incurred judicial and enforcement costs will likewise be for the account of the Purchaser.

Article 11 – Retention of ownership

1. All goods delivered by RS&P will remain property of RS&P until the Purchaser has fulfilled all demands stated in all Agreements made with RS&P.
2. The Purchaser is not authorized to pledge any goods under retention of ownership, nor to encumber them in any other way, if the transfer of ownership has not yet been completed.
3. If third parties seize any goods delivered under retention of ownership or attempt to establish or assert any rights on these goods, the Purchaser is obligated to inform RS&P as soon as can reasonably be expected.
4. In case RS&P wants to exercise their ownership rights, the Purchaser hereby gives unconditional and irrevocable permission and authorization to RS&P or any third parties assigned by RS&P to enter any location where property of RS&P is located and to reclaim this property.
5. RS&P retains the right to hold back any Products purchased by the Purchaser if the Purchaser has not yet fulfilled their payment obligation, irrespective of an obligation to surrender or transfer issued by RS&P. After the Purchaser has fulfilled



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their payment obligation, RS&P will endeavor themselves to deliver the purchased Products to the Purchaser as soon as possible, though at least within 20 business days.

6. Any costs and/or other damages caused by the holding back of purchased Products will be at the risk of and for the account of the Purchaser and will be reimbursed by the Purchaser at the first request of RS&P.

Article 12 - Warranty

1. RS&P guarantees that their Products meet the standards agreed upon in the Agreement, the specifications indicated in the Offer, usability and/or durability and the legal requirements/regulations at the time of the conclusion of the Agreement.
2. RS&P does not extend any warranties concerning color certification, waterproofness, wash verification, shrink liberty and other technical characteristics of the goods, unless these warranties:
 - a. were confirmed by RS&P in writing, or
 - b. are indicated on the Products by labels, tags or otherwise.
3. Unless explicitly agreed upon in writing, RS&P guarantees that their Products have a useful life of six (6) months after delivery by RS&P to the Purchaser. The Purchaser can issue a complaint with RS&P when Products show defects that are not due to:
 - normal wear;
 - external circumstances;
 - modification of the Products;
 - incompetent/abnormal use; and/or
 - not following instructions provided by RS&P (e.g. cleaning instructions)
4. In the case of any instances mentioned in section 3, RS&P will first examine the identified defects and determine their cause. If RS&P concludes that these defects fall under their guarantee, they will ensure - at choice of RS&P - proper restoration, replacement or compensation gratuitously. Returns are allowed only when the identified defects fall under the guarantee and with prior written approval from RS&P. Other return costs will be for the account of the Purchaser, as well as any storage costs. The specification of the return costs by RS&P will be

binding for the contracting parties, unless evidence to the contrary is provided. The Purchaser is liable for damages caused by negligent packaging of the Products or inadequate or missing insurance of the Products to be returned.

5. Should any defective products fall within the guarantee, but RS&P assesses these products as unrecoverable or non-replaceable, RS&P will monetarily compensate the Purchaser. The concerned amount will under no circumstance exceed the value of the delivery.
6. If a declaration of (alleged) defects has not been made out to RS&P, motivated and in writing, within the time period stipulated in article 19, assertions of warranty claims are precluded.

Article 13 – Washing instructions Products

1. The Purchaser of the Products is obligated to follow any instructions provided by RS&P.
2. The Purchaser is obligated to thoroughly wash the Products.

Article 14 – Suspension and dissolution

1. RS&P is entitled to suspend their obligations or to dissolve the Agreement, should the Purchaser not (fully) fulfill their (payment) obligations as agreed upon in the Agreement.
2. Furthermore, RS&P is entitled to dissolve the Agreement between RS&P and the Purchaser without legal interference, insofar this Agreement has not yet been executed, should the Purchaser not fulfill their obligations as agreed upon in any Agreement made with RS&P.
3. In addition, RS&P is entitled to dissolve the Agreement without previous notice of default when such circumstances occur that render the execution of the Agreement impossible, or when execution of the Agreement can no longer be demanded according to standards of reasonableness and fairness, or when other circumstances occur that are of such a nature that preservation of the Agreement cannot be reasonably expected.
4. Should the Agreement be dissolved, any requisitions from RS&P on the Purchaser are immediately due. When RS&P suspends the execution of their obligations, RS&P retains their rights derived from



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the law and the Agreement.

5. RS&P retains the right to claim compensations.

Article 15 – Limited liability

1. Should the execution of the Agreement by RS&P lead to RS&P being liable to the Purchaser or any third parties, this liability is limited to the costs charged in relation to the Agreement, unless the damage occurred due to intent or gross negligence. The liability of RS&P is in all cases limited to the maximum amount of damages that the insurance company disburses per occurrence per year.
2. RS&P is not liable for any consequential damage, indirect damage, loss of profit and/or other losses suffered, lost savings and any damages resulting from the use of the delivered Products. For the Consumer, limitations exist conform article 7:24 section 2 from the Dutch Civil Code.
3. RS&P is not liable for or obligated to restore any damage resulting from the use of the Product. RS&P offers strict washing instructions and user instructions that are to be complied to by the Purchaser. All damages to the Products resulting from wear and usage is explicitly precluded from liability (including signs of use, damage caused by usage, falling, light and water, theft, disappearance, et cetera).
4. RS&P is not liable for damages caused by or possibly caused by any practice or negligence resulting from (incomplete and/or incorrect) information on the website(s) or linked websites.
5. RS&P is not liable for any mistakes and/or irregularities in the functionality of their website, for any malfunctions on their website or for their website not being available for any reason whatsoever.
6. RS&P does not ensure a correct and complete transfer of the contents of mails sent by or on behalf of RS&P, nor for timely reception.
7. All claims from the Purchaser resulting from shortcomings from RS&P lapse if they are not properly motivated and put down in writing, and are not reported to RS&P within one year after the Purchaser became aware or could reasonably have been aware of the facts on which their claim is based. All claims from the Purchaser lapse after at least one year after the Agreement has ended.

Article 16 – Force majeure

1. RS&P is not liable when they cannot fulfill their contractual obligations originating from the Agreement in case of force majeure, nor can RS&P be obligated to fulfil any contractual obligations if they are prevented from doing so as a consequence of circumstances not attributable to their fault and these circumstances are not regarded as their responsibility by virtue of the law, legal action or according to generally accepted standards.
2. Force majeure at least includes but is not limited to - in addition to its definition in law and legal precedent - (i) force majeure on part of external suppliers to RS&P, (ii) improper performance of obligations by external suppliers prescribed to the Purchaser by RS&P, (iii) any defects in objects, materials or software of third parties, (iv) government measures, (v) power outage, (vi) internet failure, computer network failure or telecommunications failure, (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) strikes within the company and (xi) other conditions outside of the control of RS&P (according to RS&P) that temporarily or permanently hinder their ability to fulfill their contractual obligations.
3. RS&P retains the right to cite force majeure when any circumstances that prohibit (further) execution arise after RS&P should have fulfilled their obligations.
4. Parties can suspend obligations arising from the Agreement during the period of force majeure. Should this period last longer than two months, either party is authorized to dissolve the Agreement without any obligations to compensate any damages to the other party.
5. Insofar RS&P has partially performed their obligations arising from the Agreement at the time the situation of force majeure occurs, or is able to do so in spite of the situation of force majeure, and that part performed or to be performed is of independent value, RS&P is entitled to invoice the part performed or to be performed separately. The Purchaser is obligated to pay this invoice as if it were a separate Agreement.



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Article 17 – Passing of risk

The risk of loss or damaging of the Products subject of the Agreement will transfer to the Purchaser at the moment the goods exit the warehouse of RS&P.

Article 18 – Privacy, data processing and data security

1. RS&P will observe due care when handling the information and personal data provided by the Purchaser. RS&P will inform the Purchaser hereof if requested.
2. If RS&P is to provide data security on the basis of the Agreement, this security will adhere to the specifications agreed upon and to a security level that is reasonable based on the current state of technology, the sensitivity of the data and the costs associated.

Article 19 – Complaints

1. Should the Purchaser be dissatisfied with the products delivered by RS&P or have complaints about the execution of the Agreement, the Purchaser is obligated to report the occasion that led to the complaint as soon as possible, though at least within three calendar days. Complaints can be reported via logistics@RS&P.com, subject 'Complaint'.
2. The complaint is to be properly substantiated and/or clarified for RS&P to be able to take the complaint under advisement.
3. RS&P will react to the content of the complaint as soon as possible, though at least within three calendar days after receipt thereof.
4. Both parties will endeavor to reach agreement on the solution.

Article 20 – Applicable law

1. Any Agreement between RS&P and the Purchaser will be subject to the law of the Netherlands. The applicability of the Vienna Sales Convention (CISG) is explicitly precluded.
2. Concerning the contents and purpose of these terms and conditions, the Dutch text prevails at all times. RS&P retains the right to unilaterally modify these General Terms and Conditions.
3. All disputes that may arise in relation to the

Agreement between RS&P and the Purchaser will be submitted to the opinion of the competent court of Oost-Brabant, location Eindhoven, unless mandatory rules of law mandate another court should be appointed.

Eindhoven, 31st of August 2020