



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY SOLO SOLIS

Article 1. Definitions

Solo Solis The general partnership Solo Solis, having its registered office and principal place of business in Den Bosch at Rietveldenweg 47 F

- 1.1 Buyer: any natural person and / or any legal entity acting in the exercise of a profession or business and with whom Solo Solis concludes an agreement.
- 1.2 Products: one or more products offered by Solo Solis.
- 1.3 Days: calendar days.

Article 2. Applicability

- 2.1 The general terms and conditions apply to all offers, order confirmations, agreements and deliveries to which Solo Solis is a party and where an agreement is not concluded with a consumer, but with a legal entity and / or natural person acting in the exercise of a profession or business.
- 2.2 Deviations and / or additions to these general terms and conditions are only binding for Solo Solis if they have been agreed upon in writing between Solo Solis and the Buyer.

Article 3 Offers

- 3.1 All offers issued by Solo Solis are without engagement, unless a term for acceptance is included in the offer, in which case the offer will expire after this term.

Article 4 Delivery

- 4.1 Products purchased from Solo Solis by the Buyer, provided they are in stock, will be shipped to the Buyer within two working days after the formation of the contract between Solo Solis and the Buyer. If the Products are not in stock, Solo Solis will set a further date for delivery in consultation with the Buyer.
- 4.2 The delivery period or estimated date of arrival is never a strict deadline and is only indicative because Solo Solis uses third-party delivery services such as DHL, FedEx etc. In case of a delay in



transit times Solo Solis is never responsible and Buyer is not eligible for a refund of the shipping costs.

- 4.3 Buyer is responsible for paying any import or customs duties and for supplying any documents required on site. If the Buyer fails to do so and Products are returned, Buyer has no right of a refund on all costs made by Solo Solis and Solo Solis has the right to charge the Buyer for the return costs.
- 4.4. Buyer is not free to (re) sell Products purchased by the Buyer under any brand on Amazon.com or Bol.com without prior permission from Solo Solis.

Article 5 Payment

- 5.1 Buyer is obligated to pay invoices from Solo Solis within 30 (thirty) Days after the invoice date as stated on the invoice.
- 5.2 If the Buyer does not, not timely and / or not properly, fulfil its payment obligation (s) towards Solo Solis, Buyer will be in default without notice of default. From this moment onwards, all claims of Solo Solis on the Buyer are due and payable. At this point, Solo Solis is also entitled to retrieve Products delivered to the Buyer.
- 5.3 Buyer owes an interest of 1,5% per month if payment obligations towards Solo Solis are not timely fulfilled.

Article 6 Reservation of ownership

- 6.1 Solo Solis retains ownership of all Products it delivers to Buyer until the moment Buyer has fulfilled all payment obligations towards Solo Solis, even after delivery.

Article 7 Complaints

- 7.1 Buyer is obliged to examine Products immediately upon receipt. Complaints regarding delivered Products or complaints regarding Products which have not been delivered or Products missing from delivery must be brought to the attention of Solo Solis in writing within ten Days after delivery. After this period, Buyer is no longer entitled to repairs, replacement, or compensation.



Article 8 Liability

- 8.1 If it has been ascertained that Products are defective and a timely claim is made by Buyer, Solo Solis will credit or replace the defective Products or ensure the repair of Products.
- 8.2 Solo Solis is not liable for damages caused by improper or unauthorized use of the Products supplied by Solo Solis.
- 8.3 The liability of Solo Solis for direct damage is limited to the amount invoiced for the corresponding delivery.
- 8.4 The liability of Solo Solis for indirect or consequential damages of the Buyer, such as third-party claims, loss of turnover and loss of customers is expressly excluded.

Article 9 Force majeure

- 9.1 In the event of force majeure, Solo Solis is not obliged to fulfil any obligation towards the Buyer.
- 9.2 Force majeure will be taken to mean any external causes, foreseen or unforeseen, on which Solo Solis cannot exert any influence and because of which Solo Solis is unable to fulfil its obligations.
- 9.3 For the duration of force majeure, Solo Solis is entitled to suspend its obligations as stated in these general terms and conditions. If such force majeure continues for more than two months, each party is entitled to terminate the agreement without obligation to compensate damages to the other party.

Article 10 Termination of the agreement

- 10.1 In the event of attributable failure from Buyer to fulfil any of their obligations, Solo Solis is entitled to, in part or fully, terminate the agreement at the discretion of Solo Solis.
- 10.2 In the event of bankruptcy, suspension of payment and / or liquidation of the business of the Buyer, Solo Solis has the right to terminate the agreement without further notice of default and without judicial intervention, without being liable to pay any compensation.

Article 11 IP Rights

- 11.1 Only after requesting the approval of Solo Solis, Buyer is permitted to use the visual material of their purchased Products, as are visible on the Solo Solis website. The intellectual property of the visual material belongs, under all circumstances, to Solo Solis.



Article 12 Deviating provisions

12.1 In the event of conflict between a provision in these general terms and conditions and a provision in the deviating provisions Buyer and Solo Solis have agreed to, the deviating provisions will prevail.

Article 13 Applicable law and competent court

- 13.1 Dutch law is applicable to all quotations, offers, agreements, services and any other legal acts of which Solo Solis is part.
- 13.2 All disputes that may arise as a result of the formation or implementation of the agreement between Solo Solis and the Buyer will be settled by the competent court in Breda.