



General Terms and Conditions Brel Nederland B.V. V2021-ENG-April1

The private company Brel Nederland B.V. (hereinafter: Brel Nederland) is registered with the Dutch Chamber of Commerce under number 51486873 and has its registered office at Voltastraat 86 (7006RW) in Doetinchem.

Article 1 - Definitions

1. In these general terms and conditions, the following definitions are used in the following sense, unless explicitly stated otherwise:
2. **Offer:** Any written offer to the Purchaser for the delivery of Products by the Seller to which these terms and conditions are inseparably linked.
3. **Company::** The natural or legal entity/person who practices a profession or operates a business.
4. **Purchaser:** The Company that enters into an Agreement (remotely) with the Seller.
5. **Agreement:** The sales agreement (entered into remotely) for the sale and delivery of Products bought by the Purchaser from Brel Nederland.
6. **Products:** The Products offered by Brel Nederland are motors and components for indoor and outdoor sun shades and related products, which include remote controls.
7. **Seller:** : The provider of the Products to the Purchaser, hereinafter referred to as: Brel Nederland.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer made by Brel Nederland and every Agreement between Brel Nederland and a Purchaser, and to every Product offered by Brel Nederland.
2. Before an agreement is entered into (remotely), the Purchaser shall be furnished with these general terms and conditions. If this is not reasonably possible, Brel Nederland shall inform the Purchaser as to how the General Terms and Conditions can be consulted, which will in any event be published on the website of Brel Nederland, so that the Purchaser can conveniently save these General Terms and Conditions on a permanent data medium.
3. In exceptional situations, exceptions to these general terms and conditions may be made if this has been explicitly agreed in writing with Brel Nederland.
4. These general terms and conditions also apply to any supplementary, amended or follow-up agreements with the Purchaser. Any eventual general and/or purchasing conditions set by the Purchaser will be rejected out of hand.
5. If one or more provisions of these general terms and conditions should be wholly or partially voided or annulled, the other provisions of these general terms and conditions shall remain in force and the voided or nullified provision(s) shall be replaced by a provision that has the same purport as the original provision.
6. Any ambiguities regarding the content, explanation or situations that have not been covered in these general terms and conditions must be assessed and clarified in accordance with the spirit of these general terms and conditions.
7. If these general terms and conditions refer to she/he, this should also be understood as a reference to he/she/they, if and insofar as applicable.

Article 3 - The Offer

1. All Offers made by Brel Nederland are non-binding, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this shall be expressly stated in the Offer. An Offer shall only be deemed valid once it has been confirmed in writing.
2. Brel Nederland shall submit the Offer by way of a price list. Brel Nederland shall only be bound by the Offer if this is accepted by the Purchaser in writing within the period of validity of the price list, or if the Purchaser has already paid the amount due. Nevertheless, Brel Nederland reserves the right to reject an agreement with a potential Purchaser on the grounds of a justifiable reason for Brel Nederland.
3. The Offer contains an accurate description of the Product on offer together with the corresponding prices. The description is described in such detail as to enable the Purchaser to make a proper assessment of the Offer. Any obvious mistakes or errors in the Offer are not binding to Brel Nederland. Any images and specific data in the Offer only constitute an indication and cannot be grounds for any compensation or the dissolution of the (remote) Agreement. Brel Nederland cannot guarantee that the colours in the images correspond exactly to the actual colours of the Product.
4. Delivery times and deadlines stated in the Offer by Brel Nederland are indicative only, and if exceeded shall not entitle the Purchaser to the dissolution of the Agreement or to compensation, unless expressly agreed otherwise.
5. A combined quote does not obligate Brel Nederland to deliver part of the items included in the bid or Offer in exchange for part of the price quoted.

Article 4 - Conclusion of the Agreement

1. The agreement is concluded the moment the Purchaser has accepted an offer made by Brel Nederland by placing an order with Brel Nederland via email and Brel Nederland has confirmed this order.
2. An Offer can be made by Brel Nederland via a client-specific discount on the gross price list of Brel Nederland or via a client-specific net price.
3. If the terms of acceptance differ (on minor points) from the Offer, Brel Nederland is not bound by these terms.

4. Brel Nederland is not bound by an offer if the Purchaser might have in all reasonableness understood or ought to have understood that the offer clearly contains a mistake or an error in its wording. The Purchaser cannot claim any rights based on this mistake or error.
5. The right of withdrawal is not applicable to the Purchaser.
6. Products which cannot be returned (due to customisation and suchlike) are excluded from the right of withdrawal. This is explicitly stated in the Offer.
7. If the Offer from Brel Nederland is revised due to market circumstances, Brel Nederland has, in consultation, the right to revise or withdraw the Offer.

Article 5 - Execution of the Agreement

1. Brel Nederland will carry out the Agreement to the best of its professional judgement and ability.
2. If and insofar as required for the proper fulfilment of the agreement, Brel Nederland reserves the right to have specific work carried out by third parties at its own discretion.
3. The Purchaser will ensure that Brel Nederland is provided promptly with all the information that Brel Nederland has indicated is necessary, or that the Purchaser should understand within reason what is necessary for fulfilling the Agreement. If the information required for the fulfilment of the agreement is not provided to Brel Nederland in time, Brel Nederland reserves the right to suspend fulfilment of the agreement.
4. In fulfilling the agreement, Brel Nederland is under no obligation or liability to follow the instructions given by the Purchaser if this results in any change to the content or scope of the agreement. If the instructions lead to more work for Brel Nederland, the Purchaser is obligated to reimburse any additional or incidental incurred expenses accordingly.
5. Brel Nederland is entitled to request either a deposit or full payment in advance from the Purchaser before proceeding to fulfil the Agreement.
6. Brel Nederland shall not be held liable for any damage, irrespective of its nature, resulting from the fact that Brel Nederland acted on inaccurate and/or incomplete information provided by the Purchaser, unless Brel Nederland had been aware of this inaccuracy or incompleteness.
7. The Purchaser shall indemnify Brel Nederland against any claims made by third parties who incur damage attributable to the Purchaser in connection with the fulfilment of the agreement.

Article 6 - Delivery

1. If the commencement, progress or delivery of the agreement is delayed because, for instance, the Purchase has failed to provide all requested information or has failed to do so on time, or has failed to cooperate sufficiently, or if the advance/payment has not been received on time by Brel Nederland, or if there is any delay as a result of other circumstances beyond Brel Nederland's control, Brel Nederland reserves the right to extend the delivery period by a reasonable amount of time. All delivery deadlines agreed upon do not constitute fixed deadlines. The Purchaser must notify Brel Nederland in writing of any default on their part and allow Brel Nederland a reasonable time frame in order to be able to still fulfil its obligations. The Purchaser is not eligible for any compensation as a result of the delay.
2. The Purchaser is obligated to take delivery of the goods at the time they are made available to them in accordance with the Agreement, and also if they are offered to them earlier or later than agreed.
3. If the Purchaser refuses to take delivery or fails to provide information or instructions necessary for the delivery, Brel Nederland reserves the right to store the goods at the Purchaser's expense and risk.
4. If the Products are delivered by Brel Nederland or an external haulier, Brel Nederland is entitled, unless otherwise agreed in writing, to charge for delivery costs. These costs will be invoiced separately, unless expressly agreed otherwise.
5. If Brel Nederland needs information from the Purchaser for the purpose of fulfilling the agreement, the delivery period shall not commence until the Purchaser has provided Brel Nederland with all the information required for fulfilment of the agreement.
6. Any delivery period specified by Brel Nederland is intended to be indicative only. Longer delivery periods apply to deliveries outside of the Netherlands.
7. Brel Nederland reserves the right to deliver the goods in part shipments, unless this has been agreed otherwise or the partial delivery is not considered to have any independent value. Therefore, Brel Nederland is entitled to submit a separate invoice for the goods delivered in this way.
8. Brel Nederland can stipulate that delivery will only take place if all invoices have been paid, if there are well-founded concerns about the risk of non-payment.

Article 7 - Packaging and transport

1. In respect of the Purchaser, Brel Nederland undertakes to package the goods to be delivered properly and to secure them in such a way that they will reach their destination in good condition under normal conditions of handling.
2. Unless otherwise agreed in writing, all deliveries are to include Value Added Tax (VAT), including packaging and packaging materials.
3. Acceptance of goods without any notes or comments on the consignment form or on the receipt shall be considered proof that the packaging was in good condition at the time of delivery.

Article 8 - Inspections, claims

1. The Purchaser is obligated to inspect (or arrange to have inspected) the Products delivered at the time of delivery, but in any event, within 7 days of receipt of the Products, and only to unpack or use these insofar as is strictly necessary in order to be able to assess whether it holds the Product. In doing so, the Purchaser should check whether the quality and quantity of the goods delivered is in accordance with the Agreement and the Products meet the requirements that apply to normal (business) transactions.
2. The Purchaser is under the obligation to check and inform themselves as to how the Product should be used, and in the case of personal use, to test the Product according to the instructions for use. Brel Nederland does not accept any liability for incorrect use of the Product by the Purchaser.
3. Any eventual noticeable defects or missing parts after delivery must be notified in writing to Brel Nederland at order@brel-home.om. The Purchaser has a period of 7 days after delivery to do this. Any non-visible defects or missing parts must be reported within 7 days of their detection, but no later than 6 months after delivery. If the Product is damaged as a result of careless handling by the Purchaser, the Purchaser is personally liable for any depreciation in the value of the Product.
4. If a claim is submitted in time under the provisions of the previous paragraph, the Purchaser shall remain under obligation to pay for the purchased goods. If the Purchaser wishes to return defective goods, they must do so exclusively with the prior written permission of Brel Nederland, in the manner specified by Brel Nederland.
5. The direct costs of return shipments shall be borne by the Purchaser.
6. Brel Nederland reserves the right to launch an investigation into the authenticity and condition of the returned Products before a refund is made.
7. Refunds to the Purchaser will be processed as quickly as possible, but may take up to 30 days after receipt of the returned shipment. Refunds shall be made to the previously specified account number.
8. If the Seller exercises their right to make a claim, they will not be entitled to suspend their payment obligation or to offset outstanding invoices.
9. If delivery is not made in full, and/or if one or more Products are missing, and this is the fault of Brel Nederland, Brel Nederland will, at the Purchaser's request, send the missing Product(s) or cancel the remaining order. The confirmation of the receipt of the Products is a decisive factor in this. Any damage sustained by the Purchaser as a result of the (deviating) scope of the delivery cannot be recouped from Brel Nederland.

Article 9 - Prices

1. During the validity period of the price list, the prices of the Products on offer will not be raised, except in the event of major fluctuations in market prices, currency or transport. The Purchaser will be informed of this in good time.
2. The prices stated in the Offer are exclusive of VA T, unless explicitly stated otherwise.
3. The prices stated in the Offer are based on the cost factors applicable at the time the Agreement is concluded, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the event that Products or raw materials are subject to price fluctuations on the financial market over which Brel Nederland has no influence, Brel Nederland reserves the right to offer these Products at variable prices. It will then be stated in the Offer that the prices are indicative prices and may be subject to change.

Article 10 - Payment and debt collection policy

1. Payment must be made subsequently in the currency of the invoice by the method indicated within the term of payment stated on the invoice.
2. The Purchaser cannot claim any rights or expectations on an estimate issued in advance, unless the parties have explicitly agreed otherwise.
3. The Purchaser must arrange for payment to be made in one instalment to the account number and details of Brel Nederland as indicated to them. The parties may only agree on different payment terms after receiving express written permission from Brel Nederland.
4. If a periodic payment obligation on the part of the Purchaser has been agreed to, Brel Nederland reserves the right to revise the applied prices and rates in writing, with due observance of a period of 3 months.
5. In the event of the winding-up, bankruptcy, seizure or suspension of payment by the Purchaser, the amounts receivable by Brel Nederland from the Purchaser are due immediately.
6. Brel Nederland has the right to first allocate payments made by the Purchaser to the deduction of costs, then to the deduction of interest owed, and finally to the deduction of the principal sum and the accrued interest. Brel Nederland may, without thereby falling into default, refuse an offer of payment if the Purchaser proposes a different sequence of allocation. Brel Nederland may refuse full payment of the principal sum, if the outstanding and accrued interest, together with the expenses, have also not been paid.
7. If the Purchaser fails to meet their payment obligations and has not made payment within the stipulated period of 30 days, the Purchaser will be in default.
8. From the date on which the Purchaser defaults, Brel Nederland shall, without further notice, claim the statutory (commercial) interest from the first day of default until full payment and compensation for any out-of-court legal expenses in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the sliding scale set out in the Decree on compensation for out-of-court debt collection costs dated 1 July 2012.
9. If Brel Nederland has incurred more or higher costs that are necessary within reason, such costs will be eligible for compensation. The Purchaser is also liable for any legal and execution expenses incurred.

Article 11 - Retention of title

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1. All goods delivered by Brel Nederland shall remain the property of Brel Nederland until the Purchaser has fulfilled all of their obligations under all Agreements entered into with Brel Nederland.
2. The Purchaser is not entitled to pledge the goods that fall under the retention of title or to claim any other rights if ownership has not yet been transferred in full.
3. If third parties seize goods that have been delivered and are subject to retention of title, or wish to exercise or claim rights over these goods, the Purchaser is under the obligation to inform Brel Nederland of this as soon as can reasonably be expected.
4. In the event that Brel Nederland seeks to exercise its retention of title as set out in this article, the Purchaser hereby grants unconditional and irrevocable permission and authority to Brel Nederland or third parties appointed by Brel Nederland to access all sites and locations where Brel Nederland's property is located and to recover such items.
5. Brel Nederland is entitled to retain the Product(s) purchased by the Purchaser if the Purchaser has not yet (fully) complied with their payment obligations, irrespective of any obligation on the part of Brel Nederland to deliver or hand over the Products. After the Purchaser has fulfilled their obligations, Brel Nederland shall make every effort to deliver the purchased Products to the Purchaser as soon as possible, but within 20 working days at the latest.
6. Any expenses and other (consequential) damages as a result of holding onto the purchased Products shall be at the expense and risk of the Purchaser and shall be reimbursed by the Purchaser to Brel Nederland upon the first request.

Article 12 - Warranty

1. Brel Nederland guarantees that the Products comply with the Agreement, the specifications listed in the Offer, as well as their suitability and/or soundness and the applicable statutory rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Purchaser has expressly notified the Seller of this use in writing at the time of entering into the Agreement.
2. The warranties on the Products supplied by Brel Nederland comprise:
Product warranties split into warranties on motors for indoor and outdoor sun shades with integrated batteries, and indoor and outdoor sun shades without integrated batteries. A 5-year guarantee is issued for motors without an integrated battery. A 3-year guarantee is given to motors with an integrated battery. Related Products that, in the opinion of Brel Nederland, are susceptible to wear and tear, such as transmitters, receivers, controllers, rechargeable batteries and batteries, are covered by a 1-year warranty.
3. The warranty given by Brel Nederland can only be claimed if the Purchaser has fully met all of their payment obligations.
4. If the Purchaser is justified in making a claim under an agreed warranty, Brel Nederland shall be obliged to repair or replace the Products free of charge.
5. The warranty will become null and void as soon as the warranty period has expired, or the Purchaser themselves makes alterations to the Products or has them made.

Article 13 - Suspension and dissolution

1. Brel Nederland is entitled to suspend fulfilment of its obligations or to dissolve the Agreement if the Purchaser fails to fulfil their (payment) obligations under the Agreement or fails to do so in full.
2. Furthermore, Brel Nederland is within its rights to dissolve, without any legal intervention, the Agreement between Brel Nederland and the Purchaser, insofar as this Agreement has not yet been fulfilled, if the Purchaser does not fulfil, or does not fulfil on time or in a satisfactory manner, the obligations that fall on them pursuant to any Agreement entered into with Brel Nederland.
3. In addition to the above, Brel Nederland is within its rights to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise of such a nature that fulfilment of the Agreement becomes impossible or can no longer be required on the grounds of fairness and reasonableness, or if any other circumstances arise of such a nature that the nonamended continuation of the Agreement may not be expected in all reasonableness.
4. If the Agreement is dissolved, the amounts receivable by Brel Nederland from the Purchaser shall become immediately due and payable. If Brel Nederland suspends fulfilment of its obligations, it shall retain its rights under the law and the Agreement.
5. Brel Nederland reserves the right to claim compensation for damages at all times.

Article 14 - Limitation of liability

1. If the fulfilment of the agreement by Brel Nederland gives rise to liability on the part of Brel Nederland vis-à-vis the Purchaser or third parties, such liability shall be limited to the costs borne by Brel Nederland related to the Agreement, unless the damage is due to wilful misconduct or gross negligence. In all cases, the liability of Brel Nederland shall be limited to the maximum amount paid out by the insurance company per incident per year.
2. Brel Nederland shall not be held liable for any consequential damage, indirect damage, loss of profits and/or incurred losses, missed savings and damage as a result of the use of the supplied Products are hereby excluded.
3. Brel Nederland is not liable for and/or under any obligation to repair damage that is caused by the use of the Product. Brel Nederland provides strict maintenance and instructions for usage that must be followed up by the Purchaser. Any damages to Products resulting from carrying them around and using them are expressly excluded from any liability (defined as: damage due to use, dropping, light and water damage, theft, disappearance etc).
4. Brel Nederland will not be held liable for any damage which is or may be the result of any act or omission as a consequence of (incomplete and/or incorrect) information on the website(s) or on linked websites.
5. Brel Nederland is not responsible for any errors and/or discrepancies in the functionality of the website and is not liable for any disruptions or unavailability of the website for whatever reason.

6. Brel Nederland can neither vouch for the correct and complete transmission of the content of emails sent by/on behalf of Brel Nederland, nor for their timely receipt.

7. All claims from the Purchaser due to any failure on the part of Brel Nederland shall become null and void if not reported to Brel Nederland in writing, stating reasons, within one year after the Purchaser became aware or could reasonably have become aware of the facts on which it bases its claims. All claims on the part of the Purchaser shall in all cases be null and void one year following the termination of the Agreement.

Article 15 - Force majeure

1. Brel Nederland shall not be held liable if it is unable to fulfil its obligations under the Agreement due to circumstances beyond its control (Force Majeure), nor can it be compelled to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not its fault and for which it cannot be held accountable under the law, a legal action or common practice.

2. Force majeure is understood to mean in all cases, but is not limited to, under the provisions of the law and jurisprudence, (i) circumstances beyond the control of suppliers to Brel Nederland, (ii) failure to properly fulfil obligations by suppliers that have been prescribed or recommended to Brel Nederland by the Purchaser, (iii) defectiveness of goods, equipment, software or materials from third parties, (iv) government measures, (v) electricity failures, (vi) disruption of the internet, data network and telecommunication facilities (e.g. as a result of cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) industrial action at the company of Brel Nederland and (xi) other situations which, in the judgement of Brel Nederland, are beyond its control and which temporarily or permanently prevent the fulfilment of its obligations.

3. Brel Nederland has the right to claim force majeure if the circumstance preventing (further) fulfilment of its obligations occurs after Brel Nederland should have fulfilled its obligation.

4. Parties may suspend their obligations under the Agreement during the time that the force majeure lasts. If this period lasts longer than two months, either party is entitled to dissolve the Agreement without any obligation to pay the other party compensation for damages.

5. Insofar as Brel Nederland has already partially fulfilled its obligations under the Agreement at the time when circumstances beyond its control arise, or will be able to fulfil them, and that part which has been or will be fulfilled has an independent value, Brel Nederland is entitled to separately invoice the part already fulfilled, or which will be fulfilled. The Purchaser is obliged to pay this invoice as if it were a separate Agreement.

Article 16 - Transfer of risk

The risk of loss of or damage to the Products that are covered by the Agreement shall pass to the Purchaser from the moment the goods leave the warehouse of Brel Nederland.

Article 17 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Brel Nederland are held exclusively by Brel Nederland and are not transferable to the Purchaser.

2. The Purchaser is prohibited from disclosing and/or reproducing, altering or making available to third parties any items covered by the intellectual property rights and copyrights of Brel Nederland without the express prior written consent of Brel Nederland. If the Purchaser wishes to make any changes to goods delivered by Brel Nederland, Brel Nederland must give its express consent to the proposed changes.

3. The Purchaser is not permitted to use the Products covered by the intellectual property rights of Brel Nederland in any way other than as agreed upon in the Agreement.

4. Any infringement by the Purchaser of the IP rights of Brel Nederland shall be penalised by a one-off fine to the sum of €10,000 and a fine of €500 for each day that the infringement continues. This penalty clause does not affect the right of Brel Nederland to claim damages.

Article 18 - Privacy, data processing and security

1. Brel Nederland will treat the (personal) data of the Purchaser and visitors to the website(s) with the utmost care. Consequently, if requested, Brel Nederland will inform the party concerned about what this entails.

2. If, on the grounds of the Agreement, Brel Nederland is required to provide security for any information, said security must comply with the agreed specifications and must be of a security level that is not unreasonable in view of the state of the technology, the sensitivity of the data and the costs involved.

Article 19 - Complaints

1. If the Purchaser is not satisfied with the Products supplied by Brel Nederland and/or has complaints about the (execution of the) Agreement, the Purchaser is under the obligation to report these complaints as soon as possible, but no later than within 14 working days of the relevant incident leading to the complaint. Complaints can be submitted to order@brel-home.com under the subject "Complaint."

2. The complaint must be adequately substantiated and/or accompanied by an explanation on the part of the Purchaser in order for Brel Nederland to be able to handle the complaint.

3. Brel Nederland will respond to the complaint as soon as possible, but no later than 14 calendar days after receiving it.

4. The parties shall attempt to reach a solution together.

Article 22 - Applicable law

1. All agreements between Brel Nederland and the Purchaser are governed by Dutch law. Applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. The Dutch text of these general terms and conditions shall prevail over any interpretation of their content and scope. Brel Nederland reserves the right to unilaterally amend these general terms and conditions.
3. All disputes arising from or as a result of the Agreement between Brel Nederland and the Purchaser will be settled by the competent court in Gelderland, location Zutphen, unless provisions of mandatory law result in the jurisdiction of another court.

Doetinchem, January 29th 2021