

Trezzle

General Conditions for Shop Owners

Article 1 Definitions

For the purpose of these general conditions the following terms have the meanings given here, unless expressly stated otherwise or if the context should otherwise require:

a. Trezzle:

- the user of these general conditions;
- is established in Arnhem;
- is part of MBFH,
- is registered at The Netherlands Chamber of Commerce (Kvk number 09145853);

b. Client: any natural person or legal entity with whom Trezzle enters into agreement;

c. Agreement: the contract between the Client and Trezzle, for the placing of products by Trezzle on the website of the Client, and/or a web shop on a collective website, bearing logos, patterns, texts, designs, photos, or images supplied by the Client to Trezzle or which Trezzle has created on behalf of the Client.

d. Product: any item offered to consumers via the web shop.

e. Website: the website of the Client.

f. Collective website: a website managed by Trezzle on which Client web shops are placed.

g. Web shop: the web shop placed by Trezzle on the website of the Client and/or the collective website.

h. Print motif: the logo, pattern, text, design, photo, or image provided by the Client to Trezzle.

Article 2 General

2.1 These general conditions apply to any agreement between Trezzle and the Client for which Trezzle has declared that these general conditions apply.

2.2 Any deviations to these general conditions are valid only if expressly authorized and agreed to in writing or via e-mail.

2.3 The applicability of any purchase or other conditions of the customer is explicitly rejected.

2.4 In the event that one or more provisions of these general conditions are invalid or may be construed as invalid, the remaining provisions of these general conditions will continue to fully apply. Trezzle and the customer will then engage in dialogue for the purpose of creating new provisions to replace the invalid or void provisions, while observing as far as possible the purpose and intent of the original conditions.

Article 3 Offers and Prices

3.1 All price lists mentioned are non-binding, unless otherwise indicated.

3.2 The Client is responsible for the accuracy and completeness of the requirements, specifications and other details given to Trezzle by him or on his behalf, on which Trezzle bases its offers.

3.3 Apparent errors or mistakes on the website and in folders or publications of Trezzle are not legally binding for Trezzle.

3.4 All prices, costs, rates, and compensations are stated excluding VAT unless indicated otherwise.

Article 4 Finalizing the Agreement

The Agreement goes into effect at the moment of acceptance by the Client of the offer and the satisfying of the associated conditions.

Article 5 Execution of the Agreement

5.1 Trezzle will execute the Agreement to the best of its knowledge and ability and in accordance to the requirements of good business conduct.

5.2 In order to execute the Agreement, Trezzle retains the right to engage third parties, order goods from third parties, hire the services of third parties, and have the Agreement wholly or in part carried out by third parties without notifying the Client, and to pass on the associated costs to the Client. Article 7:404 of the Burgerlijk Wetboek (Civil Code) is explicitly excluded.

Article 6 Obligations of the Client

6.1 The Client shall ensure that all details, such as print motifs, which Trezzle has indicated as being necessary or which the Client should reasonably know as being necessary for the execution of the Agreement, are provided or made available in a timely manner to Trezzle.

6.2 The Client is obliged to immediately inform Trezzle about facts and circumstances that could be of importance in relation to the execution of the Agreement.

6.3 The Client indemnifies Trezzle for possible claims by third parties pursuant to damages suffered in connection with the execution of the Agreement, and to which the Client is accountable.

6.4 The Client shall refrain from conduct which prevents Trezzle from adequately executing the Agreement.

Article 7 Purchase Agreement

7.1 The purchase agreement that is entered into via de web shop is a purchase agreement between Trezzle and the consumer. The consumer orders a product via the web shop and pays the purchase price to Trezzle. Trezzle then delivers the product to the consumer.

7.2 Trezzle reserves the right to refuse orders that do not meet the requirements set by Trezzle.

7.3 Trezzle also reserves the right to refuse orders from consumers who are known not to be creditworthy.

7.4 Trezzle is responsible for the entire processing and execution of orders.

Article 8 Intellectual Property Rights

8.1 The Client confers Trezzle the right, for the duration of the Agreement, to print the motifs supplied by the Client on products agreed to with the Client, and to sell these products via the web shop.

8.2 Any copyrights or other rights resting on the print motifs supplied by the Client shall remain with the Client or as the case may be with the licensor. Trezzle does not have the right to sell products carrying the print motif via other web shops than the webshops on the website of the Client or on a collective Trezzle website, unless the Client has explicitly granted permission to do so.

8.3 Trezzle has the right to use the print motif to promote the web shop. Therefore, Trezzle is allowed to place the print motif on its website. If the print motif is placed for promotion purposes on the website of Trezzle or a third party, then it will be accompanied by a link to the web shop.

8.4 The Client is exclusively responsible for items placed on the web shop (in particular print motifs, background images, slogans, etc.).

8.5 By giving an order to publish or reproduce items protected as intellectual property by the Copyright Act or any other legislation such as, but certainly not limited to, logo's, patterns, text, designs, photographs, and/or images, that have been made available by or on behalf of the Client, the Client declares that there is no breach of legal stipulations or the protected rights of third parties, and indemnifies Trezzle for claims with respect to third parties or, as the case may be, for the direct and indirect consequences, financial and otherwise, arising from the publication or reproduction.

8.6 The Client also ensures that any print motif which it gives Trezzle to use freely shall meet with the legal requirements, in particular provisions relating to the protection of children, and shall also not conflict with criminal prohibition provisions.

8.7 In the event that third parties make claims that the use of a print motif of the Client infringes their rights, then Trezzle shall have the authority to withhold payment due to the Client until the legal dispute is definitively settled.

8.8 The Client is obliged to promptly inform Trezzle in writing of claims made against him with respect to infringement of rights of third parties relating to logos, patterns, text, designs, photographs, and/or images on the website.

8.9 In the event that third parties make claims against Trezzle with respect to infringement of rights, Trezzle shall freely use its own discretion to remove the disputed print completely or partially from the web shop.

Article 9 Assignments to Create Designs

9.1 The Client can assign Trezzle to create a design that will be printed on the product.

9.2 The design approved by the Client will be printed on the product.

Article 10 Payment for Design Creation

10.1 For an assignment such as described in Article 9.1, the Client needs to pay a fee to Trezzle. This fee can be paid as follows:

a. The Client shall pay Trezzle an amount to be negotiated per product sold on which the design is printed; or

b. The Client shall pay a single negotiated amount that will be charged to the Client after approval of the design.

10.2 The amount of the remuneration and the method of payment will be agreed to with the Client at the time the assignment is given.

Article 11 Intellectual property rights of designs commissioned by the Client

11.1 The intellectual property rights on preliminary and final designs and drawings remain with Trezzle.

11.2 If the Client pays for the design in accordance with Article 10.1 subparagraph (a), then the intellectual property rights of the design transfer to the Client when 200 pieces of the product on which the design is printed have been sold.

11.3b. If the Client pays for the design in accordance with Article 10.1 subparagraph (b), then the intellectual property rights of the design transfer to the Client when Trezzle has received payment for the design.

Article 12 Prices of products and compensation

12.1 The Client determines the sales prices of the products offered via the web shop.

12.2 If the sales price determined by the Client is higher than that set and given to the Client as the Trezzle base-price, then the Client is entitled to compensation. This compensation amounts to the difference between the sales price and the Trezzle base-price.

12.3 If the sales price determined by the Client is lower than that set and given to the Client as the Trezzle base-price, then the Client needs to pay compensation to Trezzle. This compensation amounts to the difference between the sales price and the Trezzle base-price.

12.4 If the Client supplies a product free via the web shop, then the Client needs to pay Trezzle the full Trezzle base-price of the product as compensation.

12.5 The compensation that the Client receives or needs to pay is therefore dependent on the sales price charged by the Client for the product.

12.6 The Trezzle base-prices of the products are made known to the Client.

12.7 Trezzle has the right to change the Trezzle base-prices of products. Trezzle shall inform the Client one month before price increases go into effect.

Article 13 Payment of compensation to the Client

13.1 Trezzle shall make payments over to the Client once per quarter.

13.2 The minimum payable sum amounts to €10 for Clients located in The Netherlands and €50 for Clients located outside of The Netherlands.

13.3 If the amount to be paid is greater than €100 then the Client can always request an advance, but not more than once a month.

13.4 Amounts that are less than the minimum amount payable will be paid to the Client at the latest two months after the termination of the Agreement.

13.5 It is the Client's responsibility to ensure that it has provided Trezzle with its current banking information.

13.6 Trezzle is authorized to offset costs or fees, which the Client needs to pay Trezzle within the framework of the Agreement, from compensation due to the Client.

Article 14 Payment

14.1 The Client shall pay invoices received from Trezzle within the time period stated on the invoice.

14.2 If the Client exceeds the time period for payment, after Trezzle has sent at least one reminder to pay within a reasonable period of time, then the Client will legally be in default. In such a case, the customer will owe Trezzle the legal rate of interest applicable from the date on which the amount is due to the time of payment. In addition, all costs of recovery, after the customer defaults, judicial as well as extra-judicial, will be borne by the customer.

14.3 Trezzle can, within the framework of the Agreement, withhold products, property rights, details, documents, data files, and any items received or generated, despite an existing obligation to release, until the Client has paid all sums owed to Trezzle.

Article 15 Integration of the web shop

The Client can present the shop-module offered by Trezzle on his website, but is not obliged to do so. Presentation occurs by means of an electronic reference ("link") provided by Trezzle, that the Client inserts on his internet page which refers to the web shop of the Client. In such cases, the Client is required to insert the link provided by Trezzle unchanged on his internet page. In particular, the Client may not make any changes to the electronic advertising or the publication of the general conditions for consumers related to the web shop.

Article 16 Sales Reports and the Data Protection Act

16.1 Trezzle records all sales that occur via the web shop. The Client can login on the Trezzle website and in this way view the information.

16.2 Trezzle satisfies the requirements of the Data Protection Act.

Article 17 Complaints and Statutory Limitations

17.1 Complaints related to any assignment need to be reported immediately to Trezzle. The formal notice should contain a detailed description of the shortcoming, so that Trezzle can adequately respond to it.

17.2 After filing the complaint, the Client needs to give Trezzle the opportunity to investigate the merits of the complaint and if necessary allow the agreed to activities to continue to be carried out.

17.3 If it is no longer possible or appropriate for activities to be carried out, then Trezzle will only be liable within the limits stated in Article 18 of these general conditions.

17.4 All claims against Trezzle that are not served in writing within one year to Trezzle will expire through the statute of limitations.

Article 18 Liability

18.1 Trezzle cannot be held liable for any damage that is a direct or indirect result of:

- a. an event that is in fact beyond its power and therefore cannot be attributed to any act and/or omission on its part;
- b. any act or omission on the part of the Client, his subordinates or other persons, who have been employed by or on behalf of the Client.

18.2 Trezzle is not liable for damages of any kind stemming from the inaccurate or incomplete data given to it by the Client.

18.3 If the Client does not follow through with his obligations towards Trezzle or does not do so in the proper manner, then the Client shall be liable for all damages suffered by Trezzle because of this.

18.4 Trezzle shall at no time be liable for indirect damages, which includes consequential damages, lost profits, missed savings, and damage resulting from business stagnation.

18.5 In the event that Trezzle may be liable for any kind of damages, then the liability of Trezzle shall be limited to the amount to be paid by Trezzle's insurance company. If the insurer does not pay out, or if the damage is not covered by the insurer, then Trezzle's liability will be limited to the amount of fees payable by Trezzle to the Client over a period of six months prior to the event that caused the damages.

18.6 The limited liabilities recorded in these general conditions do not apply in the event that damage can be attributed to intentional or gross negligence of Trezzle or its subordinates.

Article 19 Duration and Termination of the Agreement

19.1 This Agreement is entered into for an indefinite period of time and can be terminated by both parties at any time.

19.2 Termination of this Agreement needs to be submitted in writing or via e-mail subject to a notice period of one month.

Article 20 Dissolution and Suspension

20.1 Trezzle has the authority to suspend fulfillment of obligations or to dissolve the Agreement by giving written notice:

- a. if the Client fails to fulfill his obligations towards Trezzle;
- b. if the Client has payment arrears, and the Client has been repeatedly reminded to pay an invoice;
- c. if the Client has been granted moratorium on the payment;
- d. if the Client has filed for bankruptcy.
- e. if a debt settlement arrangement has been legally declared regarding the Client.

20.2 In the event that the Agreement is dissolved, then all payments pending become immediately claimable. If Trezzle suspends fulfillment of its obligations, it shall retain the right to its claims under the law and this agreement.

Article 21 Hosting costs

Trezze has the right to charge hosting costs to the Client.

Article 22 Force Majeure

22.1 Trezzle is not obliged to fulfill any obligation if it is hampered do so as a consequence of a circumstance that is neither due to debt, nor by virtue of the law, a legal action or a generally accepted notion.

22.2 During the period of the force majeure, the parties may suspend their obligations under the Agreement. In the event that this period lasts longer than one month, then either party has the right to dissolve the Agreement, without having to pay compensatory damages to the other party.

Article 23 Confidentiality

Both parties are obliged to keep all confidential information private that they, within the framework of the Agreement, receive from one another or obtain from other sources. Information is considered confidential if the other party has indicated it to be so or if it arises from the nature of the information. The party who receives the confidential information will use it only for the purpose for which it has been provided.

Article 24 Final Stipulations

24.1 The version of the general conditions that was in force at the time of finalizing the agreement is applicable, unless the Client accepts the validity of a revised version of the general conditions after having finalized the agreement.

24.2 The parties will appeal to a court of jurisdiction only after they have done their utmost to resolve any dispute through mutual consultation.

24.3 The law of The Netherlands is applicable on all agreements between Trezzle and its Clients.

24.4 All disputes related to agreements between the Client and Trezzle shall be submitted to a competent court of jurisdiction in the district where Trezzle is established.