

## **General Terms and Conditions for Resellers of Ball On BV**

### **Article 1: Definitions**

In these terms and conditions, the following definitions apply:

- **Ball On BV:** The company located at Poelweg 40, 1424 PB De Kwakel, registered with the Dutch Chamber of Commerce under number KvK-9432104, which uses these terms and conditions.
- **Reseller:** The natural or legal person who registers via the website of Ball On BV and sells products of Ball On BV.
- **Agreement:** The agreement between Ball On BV and the reseller concerning the resale of products.
- **Products:** All goods offered by Ball On BV for resale.
- **Website:** The online platform of Ball On BV where resellers can register and obtain information.
- **Parties:** Ball On BV and the reseller jointly.

### **Article 2: Applicability**

1. These terms and conditions apply to all agreements between Ball On BV and the reseller, as well as all registrations and communication between the parties.
2. Deviations from these terms are only valid if agreed upon in writing.
3. Any general terms and conditions of the reseller are expressly rejected.

### **Article 3: Registration and Acceptance**

1. The reseller must register via the website of Ball On BV and agree to these terms and conditions.
2. Ball On BV reserves the right to refuse registrations without stating reasons.
3. Upon acceptance of the registration, the reseller will receive written confirmation from Ball On BV.
4. The reseller guarantees that all provided information is accurate and up to date.

### **Article 4: Rights and Obligations of the Reseller**

1. The reseller commits to properly and honestly promoting and selling the products of Ball On BV.
2. The reseller may only sell the products in the geographical area agreed upon with Ball On BV.
3. The reseller is responsible for complying with all local laws and regulations regarding the sale of the products.
4. The reseller is not allowed to make any modifications to the products, packaging, or promotional materials without prior written consent from Ball On BV.
5. The reseller is responsible for providing adequate customer service to their end customers.

#### **Article 5: Rights and Obligations of Ball On BV**

1. Ball On BV commits to timely delivery of the products to the reseller, provided payment terms are met.
2. Ball On BV provides support in the form of visual materials and product information to assist the reseller in sales.
3. Ball On BV reserves the right to change prices and specifications of products. Changes will be communicated in a timely manner.
4. Ball On BV is entitled to conduct audits to ensure compliance with these terms by the reseller.

#### **Article 6: Prices and Payments**

1. The prices for the products are stated in the price list of Ball On BV and may be periodically adjusted.
2. Payments must be received before the shipment of goods by Ball On BV, unless otherwise agreed in writing.
3. In the event of late payment, the reseller is in default without further notice and Ball On BV is entitled to charge statutory interest and collection costs.
4. Any additional costs, such as transportation or taxes, will be specified separately and are the responsibility of the reseller, unless otherwise agreed.
5. The reseller is not entitled to suspend or offset payments.

#### **Article 7: Delivery**

1. The delivery of products is carried out according to the agreed delivery terms.
2. The risk of loss or damage to the products passes to the reseller upon delivery.
3. Delivery times are indicative and not binding unless explicitly agreed otherwise in writing.
4. If products are out of stock, Ball On BV will inform the reseller as soon as possible and propose an alternative delivery time.

#### **Article 8: Intellectual Property**

1. All intellectual property rights related to the products and brand name of Ball On BV remain the property of Ball On BV.
2. The reseller may only use the intellectual property rights of Ball On BV for promotional purposes after prior written consent.
3. Upon termination of the agreement, the reseller must immediately cease the use of Ball On BV's intellectual property rights.

#### **Article 9: Termination of the Agreement**

1. Either party may terminate the agreement in writing with a notice period of 30 days.
2. Ball On BV reserves the right to terminate the agreement immediately in the event of: a. Violation of these terms and conditions by the reseller; b. Bankruptcy or suspension of payment by the reseller; c. Misconduct or actions damaging to the reputation of Ball On BV.
3. Upon termination of the agreement, all rights of the reseller to sell Ball On BV products expire.

#### **Article 10: Liability**

1. Ball On BV is not liable for any indirect damage suffered by the reseller, such as loss of profit or reputational damage.
2. The liability of Ball On BV is in all cases limited to the value of the delivered products causing the damage.
3. The reseller indemnifies Ball On BV against claims from third parties arising from the resale or misuse of the products.

#### **Article 11: Disputes and Applicable Law**

1. These terms and conditions are governed exclusively by Dutch law.
2. Disputes between the parties will preferably be resolved amicably. If no resolution is reached, disputes will be submitted to the competent court in the district where Ball On BV is located.
3. The parties undertake to maintain confidentiality of all information exchanged in the context of dispute resolution.

#### **Article 12: Amendments**

1. Ball On BV reserves the right to amend these terms and conditions. Amendments will be communicated at least 30 days prior to their effective date.
2. If the reseller does not agree to the amendments, they have the right to terminate the agreement immediately.

#### **Article 13: Force Majeure**

1. Ball On BV is not liable for any delay or failure to fulfill the agreement due to force majeure, including but not limited to natural disasters, war, strikes, and government measures.
2. In the event of force majeure, Ball On BV will inform the reseller as soon as possible and attempt to find an alternative solution.

#### **Article 14: Final Provisions**

1. If any provision of these terms and conditions is declared invalid or unenforceable, the remaining provisions remain fully effective.
2. The reseller may not transfer their rights and obligations under this agreement to third parties without prior written consent from Ball On BV.