

Terms & Conditions

BVLV

Article 1 – Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless expressly stated otherwise:
2. Offer: Any written offer to the buyer for the delivery of products by the seller to which these terms and conditions are inextricably linked.
3. Consumer: A natural person not acting in the course of a business or profession.
4. Buyer: A consumer who enters into a (distance) agreement with the seller.
5. Agreement: The (distance) purchase agreement covering the sale and delivery of products which the buyer purchases from BVLV.
6. Products: The products offered by BVLV are fitness items, such as clothing and accessories.
7. Seller: The supplier of products to the buyer, hereinafter referred to as: BVLV.

Article 2 – Applicability

1. These general terms and conditions apply to every offer from BVLV, to every agreement between BVLV and a buyer, and to every product offered by BVLV.
2. Before a (distance) agreement is concluded, the buyer will be provided with these general terms and conditions. Where this is not reasonably possible, BVLV will explain to the buyer how the buyer can view the general terms and conditions, which are in any case published on the BVLV website, so that the buyer can easily store these general terms and conditions on a durable data storage medium.
3. In exceptional situations, it may be possible to deviate from these general terms and conditions if this has first been explicitly agreed in writing with BVLV.
4. These general terms and conditions also apply to any additional, modified and follow-up agreements with the buyer. Any general and/or purchase conditions offered by the buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are or become partially or wholly void or invalid, the remaining provisions of these general terms and conditions will remain in force and the voided/invalid provision(s) will be replaced by a provision with the same effect as the original provision.
6. Ambiguities concerning any content, explanation or situations not regulated in these general terms and conditions must be assessed and interpreted in the spirit of these general terms and conditions.
7. If reference is made to she/her/hers/herself in these general terms and conditions, this should also be understood as a reference to he/him/his/himself, if and insofar as applicable.

Article 3 – The offer

1. All offers made by BVLV are without obligation, unless expressly stated otherwise in writing. If an offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An offer only exists if it has been set down in writing.
2. An offer made by BVLV is without obligation. BVLV is only bound by an offer if the buyer places an order and this has been confirmed by BVLV, or because the buyer has already paid the amount due. Nevertheless, BVLV has the right to refuse an agreement with a potential buyer for any reason BVLV considers valid.
3. The offer contains an accurate description of the product offered including its associated pricing. The description will be sufficiently detailed to allow the buyer to make a proper assessment of the offer. Obvious mistakes or errors contained in the offer will not be binding on BVLV. Any images and specific data included in the offer are only an indication and cannot be used as grounds for any compensation or termination of the (distance) agreement. BVLV cannot guarantee that the colours in the image correspond exactly to the product's real colours.
4. Delivery times and terms stated in BVLV's offer are indicative, and if they are breached, do not entitle the buyer to termination or compensation, unless expressly agreed otherwise.
5. A composite quotation does not oblige BVLV to deliver part of the goods included in the offer or quote for a corresponding part of the stated price.
6. If and insofar as there is an offer, these terms do not automatically apply to repeat orders. Offers are only valid while stocks last.

Article 4 – Conclusion of the agreement

1. The agreement is concluded at the moment the buyer accepts an offer from BVLV by placing an order which is then confirmed by BVLV, or by paying for the relevant product.
2. An offer can be made by BVLV via its website.
3. Once the buyer has accepted an offer by concluding an agreement with BVLV, BVLV will confirm the agreement with the buyer in writing, or via e-mail.
4. If the acceptance deviates from the offer (on minor points), BVLV shall not be bound by it.
5. BVLV is not bound by an offer if the buyer could reasonably have been expected to understand, or should have understood, the offer contained an obvious mistake or error. The buyer cannot derive any rights from such mistakes or errors.
6. The buyer has the right to exercise his right of withdrawal within the statutory period. If revocation applies, the buyer will handle the product and its packaging with care. The buyer will only unpack or use

the product to the extent necessary to determine the nature, characteristics and functioning of the product. The direct costs for returning the product are the responsibility of the buyer.

7. The right of withdrawal excludes any products which cannot be taken back for hygienic reasons. This is expressly stated in the offer.

Article 5 – Implementation of the agreement

1. BVLV will implement the agreement to the best of its knowledge and ability.

2. If and insofar as is required for the proper execution of the agreement, BVLV has the right to have certain activities executed by third parties at its own discretion.

3. The buyer shall ensure that all information which BVLV indicates is necessary, or which the buyer should reasonably understand to be necessary for the execution of the agreement, is promptly provided to BVLV. If the information required for the execution of the agreement is not provided to BVLV promptly, BVLV has the right to suspend its implementation of the agreement.

4. In implementing the agreement BVLV is not liable or obliged to follow the buyer's instructions if this changes the content or scope of the agreement. If the instructions result in additional work for BVLV, the buyer is obliged to reimburse the additional costs accordingly.

5. BVLV may require security from the buyer or full payment in advance before proceeding with the implementation of the agreement.

6. BVLV is not liable for damage, of whatever nature, which has arisen because BVLV has relied upon incorrect and/or incomplete information provided by the buyer, unless BVLV knew that it was incorrect or incomplete.

7. The buyer indemnifies BVLV against any claims from third parties who suffer damage in connection with the execution of the agreement where this is the buyer's own fault.

Article 6 – The account

1. The buyer can create an account for ordering products and saving favourites as well as viewing her/his order history.

2. An account can be registered with an e-mail address and a password, unless stated otherwise.

3. The buyer is obliged to provide correct and complete information during the account registration process and to keep the account up to date at all times.

4. The buyer may only register one account unless expressly agreed otherwise in writing. The account is

personal and may not be transferred.

5. The buyer is responsible for his or her login details and must not provide these details to third parties. If the buyer suspects these login details have been lost, stolen, or possibly used to gain unauthorised access to the account, the buyer must contact BVLV immediately.

Article 7 – Delivery

1. If the start, progress or delivery of the agreement is delayed, for example because the buyer has not provided all the requested information or has not provided it on time, does not provide his full cooperation or make payment or a deposit on time to BVLV, or due to other circumstances causing delay beyond BVLV's control, BVLV is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. The buyer must give BVLV written notice of default and then allow it a reasonable period to deliver the products. The buyer is not entitled to any compensation for the delay.

2. The buyer is obliged to take delivery of the goods at the time they are made available in accordance with the agreement, even if they are offered earlier or later than agreed.

3. If the buyer refuses to take delivery or is negligent in providing the information or instructions necessary for the delivery, BVLV is entitled to store the goods at the buyer's risk and expense.

4. If the products are delivered by BVLV or an external carrier, BVLV is entitled to charge delivery costs, unless otherwise agreed in writing. These will then be invoiced separately unless explicitly agreed otherwise.

5. If BVLV requires information from the buyer in the context of the implementation of the agreement, the delivery time will only commence after the buyer has made all information necessary for that implementation available to BVLV.

6. If BVLV has specified a delivery time, this is indicative. Longer delivery times apply for delivery outside the Netherlands.

7. BVLV is entitled to deliver the goods in batches, unless the agreement does not allow this or unless a partial delivery has no independent value. BVLV is entitled to invoice such delivered goods separately.

8. Unless expressly agreed otherwise, deliveries will only be made if all invoices have been paid. BVLV reserves the right to refuse delivery if it has good reason to believe it will not receive payment.

Article 8 – Packaging and transport

1. BVLV undertakes to the buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition in normal circumstances.

2. Unless otherwise agreed in writing, all prices include VAT, packaging and packaging material.
3. The buyer's acceptance of items without making comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

Article 9 – Inspection, complaints

1. The buyer is obliged to inspect the delivered goods at the time of delivery, or in any event within 60 days of receipt of the delivered goods, but only to unpack or use them to the extent necessary to assess whether to retain the product. In doing so, the buyer must assess whether the quality and quantity of delivered goods corresponds to the agreement, and whether the products meet normal commercial expectations.
2. The buyer is obliged to investigate and gain an understanding of how the product should be used and, in the event of personal use, to test the product in accordance with its instructions for use. BVLV accepts no liability for any misuse of the product by the buyer.
3. Any visible defects or shortcomings must be reported to BVLV in writing after delivery at info@bvlv.eu. The buyer has a period of 60 days after delivery to do this. Non-visible defects or shortcomings must be reported within 60 days of discovery, but no later than 6 months after delivery. In the event of damage to the product due to careless handling by the buyer himself, the buyer is liable for any loss in value of the product.
4. If the buyer wishes to return defective goods, this can only take place with BVLV's prior written consent and in the manner indicated by BVLV.
5. If the consumer exercises his right of withdrawal, he will return the product and all accessories, insofar as this is reasonably possible, to BVLV in the original condition and packaging and in accordance with BVLV's return instructions. The direct cost of return shipment are at the buyer's risk and expense.
6. BVLV is entitled to initiate an investigation into the condition and authenticity of the returned products before issuing a refund.
7. Refunds to the buyer will be processed as soon as possible, but a payment can take up to a maximum of 30 days after receipt of the return goods. Refunds will be made under the account number previously specified.
8. If the buyer exercises his right to complain, he has no right to suspend his payment obligation nor to offset it against outstanding invoices.
9. In the absence of a complete delivery, and/or if one or more products are missing, and this is attributable to BVLV, BVLV will send the missing product(s) or cancel the remaining order at the buyer's request. The confirmation of receipt of the products shall be the determining factor in this respect. BVLV will not be liable to the buyer for any damage suffered by the buyer as a result of the (differing) scope of

the delivery.

Article 10 – Prices

1. During the period in which the offer is valid, the prices of the products offered will not be increased, unless there are changes to VAT rates.
2. Unless expressly stated otherwise, the prices stated in the offer include VAT.
3. The prices as mentioned in the offer are based on the cost factors applicable at the time of the conclusion of the agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. If products include raw materials whose prices are subject to financial market fluctuations, and where these are beyond BVLV's control, BVLV may offer these products at variable prices. The offer states that the prices are target prices and may fluctuate.

Article 11 – Payment and collection policy

1. Payment should preferably be made in advance in the currency and using the method indicated in the invoice.
2. The buyer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.
3. The buyer must make a payment in one instalment to the account number and details which have been specified by BVLV. Parties can only agree on different payment terms after explicit written permission has been issued by BVLV.
4. If it has been agreed that the buyer will make periodic payments, BVLV is entitled to adjust the applicable prices and rates in writing, subject to three months' notice.
5. In the event of the buyer's liquidation, bankruptcy, seizure of assets or the buyer's suspension of payments, BVLV's claims against the buyer shall then become payable immediately.
6. BVLV has the right to direct payments made by the buyer to first reduce the costs, then reduce the interest due, and finally to reduce the principal sum and accrued interest. BVLV can, without being in default as a result, refuse an offer of payment if the buyer designates an alternative order of allocation. BVLV may refuse full repayment of the principal if the outstanding and accrued interest, as well as the costs, are not also paid.
7. If the buyer is a business and does not meet the payment obligation and has not fulfilled that obligation within the specified payment term of 14 days, the buyer is then in default. If the buyer is a consumer, before he falls into default, he will first receive a written reminder with a term of 14 days after the date of the reminder allowed to still meet the payment obligation, including a statement of the extrajudicial costs if

the said consumer does not meet his obligations within that term.

8. From the date the buyer is in default, BVLV will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment as well as compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the sliding scale specified in the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.

9. If BVLV has incurred further additional costs which are reasonably necessary, these costs are also eligible for reimbursement. Any judicial and enforcement costs incurred also become the buyer's responsibility.

Article 12 – Retention of title

1. All goods delivered by BVLV remain the property of BVLV until the buyer has fulfilled all obligations under all agreements concluded with BVLV.

2. The buyer is not authorised to pledge goods as security, or encumber the items subject to retention of title in any other way, if the ownership has not yet been transferred in full.

3. If any third parties seize the goods delivered subject to retention of title, or wish to establish or enforce rights thereon, the buyer is obliged to inform BVLV about this as soon as may reasonably be expected.

4. In the event that BVLV wishes to exercise its proprietary rights referred to in this article, the buyer already now grants unconditional and irrevocable permission and authorisation to BVLV, or any third parties designated by it, to enter all those places where BVLV's property is located and to take those items back.

5. BVLV has the right to retain the product(s) purchased by the buyer if the buyer has not yet (completely) fulfilled his payment obligations, despite any obligation or agreement for BVLV to transfer or hand them over. After the buyer has fulfilled such obligations, BVLV will then make every effort to deliver the purchased products to the buyer as soon as possible, but at the latest within 20 working days.

6. Costs and other (consequential) loss as a result of retaining the purchased products are at the buyer's risk and expense, and BVLV must be reimbursed by the buyer immediately on request.

Article 13 – Guarantees

BVLV guarantees its products comply with the agreement, the specifications stated in the offer, normal expectations of usability and/or reliability and the legal rules/regulations applicable 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 buyer has explicitly notified the seller of this usage at the time of entering into the agreement.

Article 14 – Suspension and dissolution

1. BVLV is authorised to suspend fulfilment of its obligations or to dissolve the agreement if the buyer does not, or not completely, fulfil the (payment) obligations under the agreement.
2. In addition, BVLV is authorised to dissolve the agreement between it and the buyer, insofar as it has not yet been implemented, without judicial intervention if the buyer does not properly or promptly fulfil the obligations he has under any agreement concluded with BVLV.
3. Furthermore, BVLV is authorised 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 is impossible or can no longer be required according to normal standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.
4. If the agreement is dissolved, BVLV's claims against the buyer are immediately due and payable. If BVLV suspends the fulfilment of its obligations, it shall retain its rights under the law and the agreement.
5. BVLV always reserves the right to claim compensation.

Article 15 – Limitation of liability

1. If BVLV's implementation of the agreement leads to any liability to the buyer or third parties, that liability is limited to the costs BVLV charged in connection with the agreement, unless the damage has arisen due to intentional or gross negligence. BVLV's liability is in any case limited to the maximum amount of damages paid out by its insurance company per event per year.
2. BVLV is not liable for consequential damage, indirect damage, loss of profits and/or incurred losses. Lost savings and damage as a result of the use of the delivered products are also excluded. A restriction applies to consumers in accordance with what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
3. BVLV is not liable for and/or obliged to repair damage caused by the use of the product. BVLV provides strict instructions for maintenance and use which must be complied with by the buyer. All damage to products as a result of wearing and using them is expressly excluded from liability (this includes traces of use, damage in use, fall damage, light and water damage, theft, loss, etc.).
4. BVLV is not liable for damage which is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on its website(s) or linked websites.
5. BVLV is not responsible for errors and/or irregularities in the functionality of its website, and is not liable for malfunctions or the unavailability of the website for whatever reason.

6. BVLV does not guarantee that the e-mails it sends, or those sent on its behalf, will be transmitted correctly, nor that they will be received in a timely fashion.

7. All claims by the buyer due to shortcomings on the part of BVLV will lapse if these have not been reported to BVLV in writing, giving reasons, within one year after the buyer was aware or could reasonably have been aware of the facts on which he bases his claims. All such buyer claims shall in any case expire one year after the termination of the agreement.

Article 16 – Force majeure

1. BVLV is not liable if it is unable to fulfil its obligations under the agreement as a result of force majeure, nor can it be obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance which cannot be prevented and is not attributable to its fault by virtue of the law, a legal act, or generally accepted standards.

2. Force majeure is understood to mean, but is not limited to, what is understood in this regard in law and jurisprudence, (i) force majeure affecting BVLV's suppliers, (ii) failure to properly fulfil their obligations by suppliers that the buyer has prescribed or recommended to BVLV, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) power failures, (vi) failure of the Internet, data networks and telecommunication facilities (for example due to: cyber crime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at BVLV and (xi) other situations which, in BVLV's opinion, are beyond its control and which temporarily or permanently prevent the fulfilment of its obligations.

3. BVLV has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after BVLV should have fulfilled its obligations.

4. During the period that the force majeure continues, the parties can suspend their obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.

5. Insofar as BVLV has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure, or will be able to fulfil them and the part fulfilled or to be implemented has independent value, BVLV is entitled to invoice the buyer for the part it has already fulfilled. The buyer is obliged to pay this invoice as if it were a separate agreement.

Article 17 – Transfer of risk

If the buyer is a business, the risk of loss or damage to the products which are the subject of the agreement transfers to the buyer the moment the goods leave BVLV's warehouse. If the buyer is a consumer, the above-mentioned risk will pass to the buyer once the products enter his possession. This shall be the case once the products have been delivered to the buyer's delivery address.

Article 18 – Intellectual property rights

1. All BVLV's intellectual property rights and copyrights rest exclusively with BVLV and are not transferred to buyer.
2. The buyer may not disclose and/or reproduce, change or make available to third parties any documents on which BVLV's intellectual property rights and copyrights are based without the express prior written consent of BVLV. If the buyer wishes to make changes to goods delivered by BVLV, BVLV must explicitly agree to any proposed changes.
3. The buyer is prohibited from using the products to which BVLV's intellectual property rights apply other than as specified in the agreement.
4. Any infringement of BVLV's IP rights (and copyrights) by the customer is punishable by a one-off fine of €5,000 (in words: five thousand euros) plus a fine of €100 (in words: one hundred euros) for each day that the infringement continues.

Article 19 – Privacy, data processing and security

1. BVLV handles the (personal) data of buyers and visitors to its website(s) with care. When requested, BVLV will inform data subjects about this.
2. If the agreement requires BVLV to provide information security, such security will comply with the agreed specifications and a security level that, in view of the currently accepted state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 20 – Complaints

1. If the buyer is not satisfied with BVLV's products and/or has complaints about the (implementation of the) agreement, the buyer is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after becoming aware of the problem. Complaints can be reported via info@bvlv.eu with the subject line "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the buyer for BVLV to be able to handle the complaint.
3. BVLV will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receiving the complaint.
4. The parties will try to reach an amicable solution.

Article 21 – Applicable law

1. Dutch law applies to every agreement between BVLV and the buyer. The (CISG) Vienna Sales Convention is expressly excluded and shall not apply.

2. In the event of any explanation of the content and interpretation of these general terms and conditions, the Dutch text shall always be the definitive version. BVLV has the right to unilaterally change these general terms and conditions.

3. All disputes arising from or in connection with the agreement between BVLV and the buyer will be settled by the competent Court of The Hague, location The Hague, unless mandatory provisions mean another court has legal jurisdiction.

The Hague, 1 February 2021.