



FORELLE

General Terms and Conditions B2C & B2B

Forelle BV

2021



TABLE OF CONTENTS

Subject	Page
1. General.....	2
2. Offer, order and agreement	2
B2C	2
B2B	3
3. Prices.....	3
B2C	3
B2B	3
4. Shipping.....	3
5. Returns	3
B2C	3
B2B	4
6. Warranty	4
Baseball/Softball Bats	5
Shoes	5
Helmet liners	6
Gloves	6
7. Transport	6
8. Complaints.....	6
9. Payment	7
Online.....	7
Showroom	7
10. Liability.....	8
11. Reservation of ownership rights	8
12. Governing law.....	8



1. GENERAL

Forelle B.V. or “Forelle” sells sporting goods in Europe. Forelle is based at the following address:

Forelle B.V.
Marie Curieweg 2
6045GH Roermond
+31 (0)475 334560 basic (international) fare
orders@forelle.com

V.A.T. Number:
Netherlands: NL8170.63.043.B01

Chamber of Commerce The Netherlands
Number: 12063684

For your and our convenience and transparency, offers and shipments are based on terms and conditions. Regardless of other eventual terms and conditions, these terms and conditions remain valid and final.

These conditions are also valid for future offers and shipments. If one or more regulations of these conditions are not legally valid (anymore), the other conditions stay in force. Deviant or additional conditions are only applicable if confirmed by us in writing.

2. OFFER, ORDER AND AGREEMENT

There are three ways of engaging in an agreement with Forelle:

- If you choose to pay using one of our various online payment services, you will be directed to the payment service website to confirm payment. After accepting our terms and conditions, you can click on “Confirm your order”. An email with the order confirmation will follow.
- If you choose “Bank wire (in advance)” and click on “Confirm your order”, you will receive an email with the order confirmation. The order will then be picked as soon as possible, and you will get a proforma with payment/bank details by email.
- Showroom purchases are considered an agreement after the goods are paid for and the invoice is printed.

Offers are subject to change as long as there is no other explicit written agreement. The buyer is bound to his order. An agreement concludes after the written acceptance of the order, or in case of failure of it, through the actual execution of the order. Actual products might slightly differ from visual content on the website.

B2C

A person who purchases goods and services for personal use enters a **business to consumer (B2C)** agreement with Forelle. Team buyer program (TBP) orders are B2C agreements. **Consumer law applies** to B2C agreements.



B2B

A person who purchases goods and services as a legal entity, business or corporation enters a **business to business (B2B)** agreement with Forelle. Customers that re-sell goods and services enjoy benefits like special pricing and tax deduction. **Consumer law does not apply** to B2B agreements.

3. PRICES

Our prices are based on price-determining factors at time of the purchase. In case of changes of one or more factors, we reserve the right to adjust our prices – with the limitation – that if the price adjustment is 10% or more within three months after agreement, the buyer receives the right to withdraw from the agreement by payment of the former price.

B2C

Online- and showroom B2C prices include Dutch V.A.T and are similar. Forelle is proud to offer discount solutions for every kind of buyer (see F.A.Q. on the website). However, no *additional* discount is possible on player kits, on items labeled as 'Clearance Sale', 'Sale', 'Premium Priced' or on orders already placed. Discount also doesn't apply for TBP customers and retailers. We are not able to offer Team Buyer Prices on showroom sales.

B2B

B2B price levels and tax inclusion depend on the customer profile. Coupon discount codes only apply to B2C sales.

4. SHIPPING

Forelle can ship to any address in the EU. Note that when using Paypal as payment method we can only ship to the registered Paypal address. Consult F.A.Q. on the website for B2C shipping information and costs. The informative statements are guidelines. We have custom shipping options for B2B customers.

A shipping date is not a deadline as long as there is no specific other agreement in place. In case of late shipments, the buyer can write us and propose an achievable shipping date at orders@forelle.com.

As long as there is no other written agreement in place, shipping takes place from our warehouse (Ex Works) after payment for the concerning shipments are received by invoice.

5. RETURNS

B2C

Forelle will accept almost all returns of online purchases within 30 days after the delivery of the shipment. The same 30-day return period counts for products bought in physical Forelle stores counting from the date of purchase. We only accept returns if we can re-sell the



product as new including the original packaging. Clothing and equipment must be unwashed, unworn and undamaged.

To process the return you must fill in the Return Form that came with your order and include it in the return box. If this form is missing, a copy of the form can be found available on our website at the F.A.Q. section. The product then must be returned within 30 days after the date of purchase. Girdle-, sliding- and jock shorts and restrictors cannot be returned or exchanged for hygienic reasons. Custom made equipment is non-returnable and non-exchangeable due to limited resell ability.

The buyer is responsible for the costs of the return shipment. Products can also be returned in the Forelle showroom. Products can be exchanged, or we will refund a credit for future purchases. After returning the product(s), the original purchase amount of the product is refunded as a credit for future purchases.

Please ship authorized returns to the following address:

Forelle B.V.
Marie Curieweg 2
6045 GH Roermond
The Netherlands

B2B

Customers that re-sell goods and services enjoy benefits like special pricing and tax deduction. B2B customers are expected to be able to do thorough research on their needs before making a purchase decision. Consumer law does not apply to B2B agreements. Therefore, B2B customers do not have a right of withdrawal.

B2B agreements cannot be terminated. Order cancelations are only possible within 24 hours of the order, in written form. B2B consumers can be held accountable for cancellation costs. Restocking fees might apply.

Custom made equipment is non-returnable and non-exchangeable due to limited resell ability.

6. WARRANTY

Forelle is proud to offer you a warranty for a period of one (1) year on manufacturing and material defects. However, warranty is based on, and limited to the manufacturer's policy. In order to claim warranty, you need the invoice to proof your purchase. Warranty is void if the product is misused or altered in any way. A copy of the invoice and clear images displaying the defect and the location of the defect can be sent to d.janssens@forelle.com. After inspecting the images, the technical staff can request the product to be returned to Forelle for further physical inspection. Products cannot be returned without a request from the technical staff.



Technical staff operates in Roermond only. The technical staff will offer a suitable solution after the inspection of the invoice and product as soon as possible.

Options include: delivery of the missing aspect, product repair or replacement. At a moment when replacement is not possible anymore, Forelle B.V. will provide a similar product. Price reduction and order termination is only possible when delivery of the missing aspect, product repair or replacement is not possible anymore due to discontinuation by the manufacturer. Products with a “Blem” or “Seconds” label are not covered by warranty and are heavily reduced in price.

If our technical staff concludes that the product does not meet the warranty criteria, the product will be returned.

Baseball/Softball Bats

On bats we can offer a limited warranty of (1) year. Terms apply. The following paragraph clarifies these terms:

Warranty is void if the bat is misused or altered in any way. Please consider that many bats are manufactured with ultra-thin casings to maximize performance. This however makes it possible that small recesses (dents) and/or surface distortions (out-of-roundness) may occur. In these cases, there is no product defect.

In the following cases bats are covered by a one-time warranty solution:

- Breakage: broken into two pieces
- Cracks: tearing of the metal
- Dents: significant dented bats resulting from normal use
- Knob: Loose or detached, but not deformed
- Rattles: if not reparable

In the following cases bats are not covered by warranty:

- Wood and composite bats are not covered by warranty by manufacturers
- Abused: damage that does not take the shape of a ball (occurred while hitting something other than a baseball or softball). This can be a narrow dent, or a dent about the size of a pebble. Also included are punctures into the surface of the metal, and a barrel that is severely twisted about its diameter
- Dead: a bat that is so called “dead”, “flat”, or “lost its pop”
- Grips: damaged grips
- Non-conforming: a bat no longer complying to national, state, or local association/league regulations
- Worn finish: chipping, removal, or wear of finish
- Wrong size: a bat which after use appears to be too long, too short, too heavy or too light

Shoes

Shoes are warranted to be free of manufacturing and material defects for a period of three (3) months from the original date of purchase. Wear and tear are not covered by warranty. This includes teared noses from pitching. Surfaces punctured by spikes are not covered. Warranty is void when American football and/or base/softball shoes are used for other sports like netball/korfball.



Helmet liners

Helmet liners are not covered by warranty.

Gloves

Gloves are laced to stop the glove itself from breaking. Therefore broken/worn laces are not covered by warranty.

7. TRANSPORT

If our organization is ordered to transport goods to the buyer, obligations to third parties remain in the interest and risk of the buyer. The buyer is responsible for the costs that arise from obligations to third party transport and these will therefore be billed.

Upon delivery of the goods, the buyer is responsible for inspecting the condition of the products. The signed copy of the delivery confirmation or any other applicable form of delivery acknowledgment applies, if not otherwise indicated, as proof of actual reception of the product.

8. COMPLAINTS

As stated above, the buyer is responsible for inspecting the goods upon delivery. Complaints about the quality, amount or other defects, if they can be determined in a normal inspection, have to be reported as soon as possible.

If the product does not meet the agreement the buyer is obligated to inform Forelle in writing at orders@forelle.com within two (2) weeks of finding out. The following inquiry takes the circumstances of the case into account as well as the nature and manifestation of the defect. The buyer's expertise is also considered. Only in case of timely submission of a well-grounded complaint, will we choose to recall the product, deliver subsequently or compensate in the form of a credit for future purchases.

Unless specifically indicated otherwise, delivered goods can differ from the product displayed on the website or from the provided samples or examples. We are required by law to fulfil our commitment and to achieve the satisfaction of the buyer, regardless of unlikely but possible small deviations in the amount and quality of products, or raw materials and dyes used in manufacturing processes.

9. Payment

Online

We offer the following payment options:

- Bank wire (in advance)
- PayPal
- iDEAL
- Bancontact
- SOFORT Banking
- KBC/CBC Payment Button
- Belfius Direct Net
- MasterCard / Visa / American Express
- Klarna Pay Later
- Eps
- Giropay

Credit card payments are facilitated using the protected Paypal portal. Credit card payments are to be made after the order is confirmed by us.

Paypal orders can only be shipped to the registered Paypal address.

Direct wires to our bank account:

Germany and all other countries

Postbank Köln:

IBAN: DE09370100500219179508

BIC: PBNKDEFF

The Netherlands

ING Bank:

IBAN: NL56INGB0001171839

BIC: INGBNL2A

Showroom

Customers are welcome to visit our showroom in Roermond. B2B customers are required to make an appointment first. The following payment methods are possible in-store:

- Debit Card: Maestro, EC etc.
- Credit Card: Visa, MasterCard, American Express (ID might be required)
- Cash: Euro Only



10. LIABILITY

We cannot be held liable for direct damages, consequential damages and other indirect damages inflicted on businesses, persons or objects as a result of the shipment and use of goods. This includes goods with hidden defects. If we are provably liable, our liability is limited to the total amount of the shipped goods by invoice.

11. RESERVATION OF OWNERSHIP RIGHTS

If the products which were shipped according to the agreement have not been paid for, we reserve the proprietary right. In case of untimely payment, we retain the right to recall products without summation, notice or judicial intervention.

12. GOVERNING LAW

Dutch and European law applies to our agreements. Eventually, the authorized acting judge will be the representative of the Roermond court of jurisdiction or the judge closest to the buyer's residence address. Excluded are the application of the Uniform Law concerning international purchase of movable assets and the Uniform Law concerning the creation of international agreements regarding movable assets.

The terms and conditions are deposited and can be made available on request at the Venlo Chamber of Commerce under No. 12063684.