

TERMS AND CONDITIONS – More Distribution

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Article 1 – Definitions

1. More Distribution: More Distribution, located in The Hague, Chamber of Commerce number 271 33099.
2. Customer: the person with whom More Distribution has entered into an agreement.
3. Parties: More Distribution and the Customer together.
4. Consumer: a Customer who is an individual acting for private purposes.

Article 2 – Applicability

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products provided by or on behalf of More Distribution.
2. More Distribution and the Customer may only deviate from these terms and conditions if agreed in writing.
3. More Distribution and the Customer expressly exclude the applicability of the Customer's or third parties' general terms and conditions.

Article 3 – Offers and Quotations

1. Offers and quotations from More Distribution are without obligation, unless explicitly stated otherwise.
2. An offer or quotation is valid for a maximum of 2 weeks, unless a different term is stated.
3. If the Customer does not accept the offer within the valid term, the offer expires.
4. Offers and quotations do not automatically apply to repeat orders unless agreed in writing.

Article 4 – Acceptance

1. Upon acceptance of a non-binding offer or quotation, More Distribution may revoke the offer within 3 days after receiving acceptance.
2. Oral acceptance only binds More Distribution after written or electronic confirmation by the Customer.

Article 5 – Prices

1. More Distribution uses prices in euros, including VAT for Consumers, excluding VAT for business Customers, and excluding additional costs such as administrative or shipping fees unless otherwise agreed.
2. More Distribution may change prices at any time.
3. For services, a total amount is agreed as a target price unless otherwise agreed.
4. More Distribution may deviate up to 10% from the target price.
5. More Distribution must inform the Customer in time when the price exceeds the target price by more than 10%.
6. The Customer may cancel the portion above the target price + 10%.
7. More Distribution will communicate price adjustments before implementation.
8. A Consumer may cancel the agreement if they disagree with a price increase.

Article 6 – Payment and Payment Terms

1. More Distribution may request an advance payment up to 100% of the agreed amount.
2. In principle, the Customer must pay prior to delivery.
3. If post-payment is agreed, payment must occur within 14 days after delivery.
4. Payment terms used by More Distribution are strict deadlines. If the Customer has not paid by the final day, they are automatically in default without notice.
5. More Distribution may make delivery conditional on immediate payment or security for full payment.

Article 7 – Consequences of Late Payment

1. If the Customer fails to pay on time, More Distribution may charge statutory interest for consumer or commercial transactions from the day the Customer is in default.
2. If the Customer is in default, they owe collection costs and any damages.
3. Collection costs follow the Dutch 'Besluit vergoeding voor buitengerechtelijke incassokosten'.
4. More Distribution may suspend obligations until payment is made.
5. In case of liquidation, bankruptcy, seizure or suspension of payments, all claims become immediately due.
6. If the Customer refuses to cooperate with execution of the agreement, they still owe the full price.

Article 8 – Right of Reclamation

1. If the Customer is in default, More Distribution may invoke the right of reclamation regarding unpaid delivered products.
2. This is done via written or electronic notification.
3. After notification, the Customer must immediately return the products unless otherwise agreed.

4. The Customer bears all return or retrieval costs.

Article 9 – Right of Withdrawal (Consumers)

1. A Consumer may cancel an online purchase within 14 days without reason. This right only applies when:
 - the product has not been used
 - the product cannot perish quickly
 - the product was not custom-made
 - the product cannot be returned for hygiene reasons, such as underwear or swimwear
 - the seal of media containing digital content is intact
 - it is not accommodation, travel, catering or leisure activity
 - it is not a single magazine or newspaper
 - it is not an urgent repair
 - it does not concern gambling or lotteries
 - the Consumer has not waived the right
 - the service was not fully executed within the cooling-off period with consent

Additionally excluded:

- social or healthcare services
 - gambling activities
 - financial services
 - package holidays
 - passenger transport
 - real estate
2. The 14-day period starts:
 - the day after the Consumer receives the last item of an order
 - the moment a service agreement is concluded
 - the moment the Consumer confirms purchase of digital content
 3. The Consumer can withdraw by emailing info@MoreDistribution.nl, possibly using the form on the website.
 4. Products must be returned within 14 days after the withdrawal email.
 5. If not returned within 14 days, the right lapses.

Article 10 – Refund of Shipping Costs

1. If the Consumer withdraws on time and returns the full order, More Distribution refunds the original shipping costs within 14 days after receipt of the complete return.
2. Shipping costs are only refunded when the entire order is returned.

Article 11 – Return Costs

1. If the Consumer exercises the right of withdrawal and returns the full order, the Consumer pays the return costs.

Article 12 – Right of Suspension

1. Unless the Customer is a Consumer, they waive the right to suspend obligations arising from the agreement.

Article 13 – Right of Retention

1. More Distribution may retain Customer goods until all outstanding invoices are paid unless sufficient security is provided.
2. The retention right also applies to earlier agreements.
3. More Distribution is not liable for damage the Customer suffers due to exercising this right.

Article 14 – Set-off

1. Unless the Customer is a Consumer, they waive the right to offset any claim against payments owed to More Distribution.

Article 15 – Retention of Title

1. More Distribution remains owner of all delivered products until all invoices are fully paid.
2. More Distribution may reclaim goods before transfer of ownership.
3. Before ownership transfers, the Customer may not pledge, sell, or encumber products.
4. If ownership is reclaimed, the agreement is undone and More Distribution may claim damages and lost profits.

Article 16 – Delivery

1. Delivery is subject to stock availability.
2. Delivery takes place at More Distribution unless otherwise agreed.
3. Online orders are delivered to the address provided by the Customer.
4. If the Customer does not pay on time, More Distribution may suspend obligations.
5. Late payment results in creditor's default, meaning the Customer cannot hold More Distribution liable for delayed delivery.
6. If a product intended for use outside the Netherlands is delivered, More Distribution is not responsible for meeting foreign regulations.
7. Special technical requirements must be communicated before the agreement.

Article 17 – Delivery Time

1. Delivery times are indicative.
2. The delivery period starts after confirmation of the Customer's signed offer.

3. The Customer is not entitled to compensation or cancellation for late delivery unless agreed or if More Distribution fails to deliver within 14 days after written notice.

Article 18 – Actual Delivery

1. The Customer must ensure actual delivery can occur on time.
2. The Customer must accept the goods when offered.
3. If the Customer refuses or fails to provide required information, goods may be stored at the Customer's risk and cost.

Article 19 – Transport Costs

1. Transport costs are paid by the Customer unless otherwise agreed in writing.

Article 20 – Packaging and Shipment

1. If packaging is opened or damaged, the Customer must have the carrier document this before acceptance.
2. If the Customer arranges transport, visible defects must be reported to More Distribution before shipment.

Article 21 – Insurance

1. The Customer must sufficiently insure:
 - delivered goods required for the agreement
 - goods of More Distribution present at the Customer
 - goods delivered under retention of title
2. Insurance policies must be shown on request.

Article 22 – Storage

1. If the Customer collects products later than agreed, quality loss risk lies entirely with the Customer.
2. Any additional costs from early or late collection are the Customer's responsibility.

Article 23 – Assembly and Installation

1. More Distribution aims to carry out assembly/installation as well as possible but accepts no responsibility except in cases of intent or gross negligence.

Article 24 – Samples, Models and Images

1. Samples, models or images are indicative only. Delivered items may differ unless explicitly agreed otherwise.

Article 25 – Cancellation of Assignment

1. The Customer may terminate the assignment at any time.
2. If terminated, the Customer must pay the agreed fee and all costs incurred.

Article 26 – Duty to Complain

1. The Customer must report complaints immediately in writing with a detailed description.
2. A complaint cannot require More Distribution to perform work other than agreed.

Article 27 – Warranty

1. For service agreements, More Distribution performs to the best of its ability but does not guarantee results.
2. Warranty applies only to defects caused by faulty manufacturing or materials.
3. Warranty excludes:
 - normal wear
 - accident damage
 - modified products
 - negligent or improper use
 - unclear defect cause
4. Risk of loss or theft transfers when products are legally or factually delivered or received by a third party on behalf of the Customer.

Article 28 – Execution of the Agreement

1. More Distribution executes according to professional standards.
2. Work may be performed by third parties.
3. Execution begins after written approval and payment of any advance.
4. The Customer must enable timely execution; delays caused by the Customer result in additional costs.

Article 29 – Information Provided by Customer

1. The Customer must provide all relevant information in time, in the required manner and format.
2. The Customer guarantees accuracy and completeness, including third-party information.
3. On Customer request all documents are returned by More distribution
4. If information is missing or late and causes delay, extra costs are borne by the Customer.

Article 30 – Intellectual Property

1. More Distribution retains all IP rights to designs, drawings, documents, data carriers, sketches, models and related materials.
2. These may not be shown, shared or used without written permission.

Article 31 – Confidentiality

1. The Customer must keep all received information confidential.
2. This also applies to other sensitive information reasonably recognized as confidential.

3. The Customer takes all actions necessary to keep the information from point 1 & 2 confidential
4. Confidentiality does not apply to:
 - information already public
 - legally required disclosure
5. Confidentiality applies during the agreement and 3 years after termination.

Article 32 – Penalty Clause

1. If the Customer violates confidentiality or IP rights, they owe an immediately payable penalty.
 1. For Consumers: €1,000 per violation.
 2. For non-consumers: €5,000 per violation.
 3. Additionally, 5% of the penalty amount per day for continued violation.
 4. Payment is due without notice and regardless of proven damage.
 5. More Distribution may still claim full compensation regardless of the penalty.

Article 33 – Indemnification

1. The Customer indemnifies More Distribution against claims from third parties relating to delivered products or services.

Article 34 – Complaints

1. The Customer must inspect a product delivered or service provided by More Distribution for any deficiencies as soon as possible.
2. If a delivered product or provided service does not meet what the Customer could reasonably expect, the Customer must notify More Distribution thereof within 1 month after discovering the deficiency.
3. A Consumer must notify More Distribution thereof no later than 2 months after discovering the deficiency.
4. The Customer shall provide as detailed a description of the deficiency as possible, so that More Distribution can respond appropriately.
5. The Customer must demonstrate that the complaint relates to an agreement between the Customer and More Distribution.
6. If a complaint concerns ongoing work, the Customer cannot demand that More Distribution perform work other than what was agreed upon.

Article 35 – Notice of Default

1. A notice of default must be communicated in writing.
2. The Customer is responsible for ensuring it is received in time.

Article 36 – Customer Liability

1. When More Distribution contracts with multiple Customers, each is jointly and severally liable.

Article 37 – Liability of More Distribution

1. More Distribution is only liable for damage caused by intent or deliberate recklessness.
2. Liability is limited to direct damages.
3. Not liable for indirect damages such as loss of profit or third-party damages.
4. Liability is limited to the insured amount or the relevant invoice amount if uninsured.
5. Images, colors, drawings and descriptions are indicative only.

Article 38 – Limitation Period

1. Any right of the Customer to compensation from More Distribution shall expire 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code (Burgelijk wetboek).
2. Article 39 – Dissolution
 1. The Customer may dissolve the agreement if More Distribution fails to meet obligations unless minor or special circumstances apply.
 2. If performance is still possible, dissolution requires a prior notice of default.
 3. More Distribution may dissolve if the Customer fails obligations or if there is reason to believe they will fail.

Article 40 – Force Majeure

1. A shortcoming cannot be attributed to More Distribution in cases of force majeure.
2. Force majeure includes:
 - emergencies such as civil unrest or natural disasters
 - failures of suppliers or carriers
 - power, internet or telecom failures
 - computer viruses
 - strikes
 - government actions
 - transport issues
 - severe weather
 - work interruptions
3. Obligations are suspended during force majeure.
4. If force majeure lasts 30 days, either party may dissolve.
5. No compensation is owed during force majeure.

Article 41 – Amendment of Agreement

1. If required for execution, the parties may amend the agreement.

Article 42 – Amendment of Terms and Conditions

1. More Distribution may amend these terms.
2. Minor changes may always be implemented.
3. Significant changes will be discussed where possible.
4. Consumers may terminate the agreement if terms change significantly.

Article 43 – Transfer of Rights

1. The Customer may not transfer rights under the agreement without written consent from More Distribution.

Article 44 – Consequences of Nullity

1. If any provision is void, the remainder stays valid.
2. A void provision is replaced with one that reflects the intended purpose.

Article 45 – Applicable Law and Competent Court

1. Dutch law applies.
2. The competent court in the district of More Distribution's location has jurisdiction unless consumer law dictates otherwise.

Drafted on 01 December 2025, The Hague.