

## GENERAL CONDITIONS OF SALE OF LITTLEROCKSTORE

### 1. Applicability

1.1 These General Conditions of Sale (hereinafter: the Conditions) apply to all offers, orders and contracts of Littlerockstore.com to the exclusion of any other general terms and conditions. These Conditions can also be consulted on our website:

<http://www.Littlerockstore.com>. In these general conditions, Littlerockstore B.V. will be referred to as “Littlerockstore”.

1.2 The acceptance of an offer or placing of an order is construed as meaning that you accept the applicability of these Conditions.

1.3 Variations from these Conditions are only possible if made in writing, in which case the other stipulations remain in full force.

1.4 All rights and entitlements in favour of Littlerockstore, as stipulated in these Conditions and in any further contracts, are likewise stipulated in favour of intermediaries engaged by Littlerockstore.

### 2. Offers/contracts

2.1 All offers of Littlerockstore.com are subject to contract and Littlerockstore expressly reserves the right to change the prices, especially when that is necessary pursuant to statutory or other regulations. See also article 3.6.

2.2 A contract is only concluded after your order is accepted by Littlerockstore.com. Littlerockstore is

entitled to reject orders with good reason or to attach special conditions to the delivery, unless explicitly stipulated otherwise. If an order is not accepted, Littlerockstore shall inform you of this within ten (10) working days of receipt of the order.

### 3. Prices and payments

3.1 The prices quoted for the products and services offered for sale will be quoted in euros, inclusive of VAT and exclusive of handling charges, duties, postage and any taxes or other levies, unless stated otherwise or otherwise agreed in writing.

3.2 Payment can be made in any of the manners specified during the ordering process. If payment is made by credit card or via Paypal the order will be dealt with immediately after payment.

### 4. Delivery

4.1 Littlerockstore will endeavour to supply the goods within 5-14 working days of the order, unless specified otherwise by Littlerockstore. If the delivery is not on time, you will receive a message within 20 days of placing the order and you will have the right to cancel the contract free of charge up to the time of delivery by notifying Littlerockstore in writing. Failure to meet the deadline for delivery will not entitle you to any compensation.

4.2 Transfer is effected at the time that you (or someone on your behalf) take receipt of the product.

## 5. Retention of title

5.1 Ownership of delivered products is transferred when you take receipt of the product.

## 6. Intellectual and industrial property rights

6.1 All intellectual and industrial property rights which are vested in the products supplied by Littlerockstore shall be accepted by you in full and unconditionally.

6.2 Littlerockstore does not guarantee that the products supplied to you will not infringe any intellectual and/or industrial property rights of third parties (including unwritten rights).

## 7. Complaints and liability

7.1 You have an obligation to inspect the supplied products immediately after delivery. You should report any defects found to Littlerockstore in writing within seven (7) days of discovery stating the reason for your complaint.

7.2 If it is established that the products do not conform to the contract, then, on return of the products concerned, Littlerockstore may choose to replace them with new products or to refund the purchase price plus the postage you paid to send back the products.

7.3 If you do not wish to purchase a product for any other reason, you have the right to return the product to Littlerockstore and cancel the contract within 30 working days of delivery. Returned goods will only be accepted in this case if the product packaging is undamaged. The payment received by Littlerockstore will be returned to you within (30) days of the cancellation at the latest. The direct cost of returning the goods will be for your account.

## 8. Orders/communication

8.1 Littlerockstore is not liable for misunderstandings, data corruptions, delays or the failure of orders and messages to come through properly as a result of use of the Internet or any

other means of communication in the communications between you and Littlerockstore, or between Littlerockstore and third parties in so far as they concern the relationship between you and Littlerockstore,

unless and in so far as an intentional act or gross negligence on the part of Littlerockstore may be involved.

## 9. Force majeure

9.1 Without prejudicing any other rights belonging to Littlerockstore, in the event of force majeure Littlerockstore has the right at its own discretion to postpone the fulfilment of your order, or to cancel the contract without judicial intervention, by informing you of this in writing, without Littlerockstore being held liable for any compensation, unless, in the given circumstances, this would be unacceptable by standards of reasonableness and fairness.

9.2 Force majeure is understood to mean any shortcoming which cannot be ascribed to Littlerockstore, because it is not Littlerockstore's fault and because Littlerockstore is not accountable for it by law, legal act or according to generally accepted standards.

## 10. Miscellaneous

10.1 If you advise Littlerockstore in writing of an address, Littlerockstore is entitled to send all orders to

that address, unless you advise Littlerockstore in writing of another address to which the orders should be sent.

10.2 If Littlerockstore permits variations from these Conditions, whether or not these are tacit variations, and whether for a short or longer period of time, this does not affect its right nevertheless to demand immediate and strict compliance with these Conditions. You can never have any right enforced on the grounds of the fact that Littlerockstore has applied these

Conditions flexibly in the past.

10.3 If one or more of the stipulations of these Conditions or of any other contract with Littlerockstore should be in conflict with any applicable legal regulation, the stipulation in question will cease to apply and it will be replaced by a new, similar, legally permissible stipulation to be determined by Littlerockstore.

10.4 Littlerockstore is entitled to make use of third parties to fulfil your order(s).

## 11. Applicable law and competent court

11.1 All rights, obligations, offers, orders and contracts to which these Conditions apply, and also these Conditions themselves, are exclusively governed by Dutch law.

11.2 Disputes between parties will only be submitted to the competent court for these matters in the Netherlands.

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