



General Terms and Conditions The Rumbarrel

Article 1. Definitions

In these general terms and conditions, the following terms, also those that are conjugated in plural or singular, are used in the following sense, unless the nature or purport of the clauses dictate otherwise.

1. The Rum Barrel: the user of these general terms and conditions, established at Kamille-erf 14, 2643HZ Pijnacker, the Netherlands, registered in the Trade Register under Chamber of Commerce number 27350417.
2. Other party: any natural person, acting in the exercise of a profession or business, or legal person with whom The Rum Barrel has concluded or intends to conclude an agreement.
3. Principal: the other party as referred to in the previous paragraph, but concerning the manufacturer, or at least supplier of products or services, for whom The Rum Barrel acts as a broker / agent.
4. Customer: any natural or legal person with whom the Principal has concluded or intends to conclude an agreement through the intervention of the Rum Barrel.
5. Agreement: any agreement concluded between The Rum Barrel and the other party with which The Rum Barrel has committed towards the other party to provide services and / or, as referred to in chapter 3 of these general terms and conditions, the promotion, marketing and sale (order) of products.
6. Agency agreement: the agreement as referred to in the previous paragraph whereby the principal, commits to The Rum Barrel, and The Rum Barrel undertakes, to provide mediation for a definite or an indefinite period of time and against payment in the realization of obligations, and possibly to provide mediation in name and without being subordinate to the principal. In the context of an agency agreement, the parties can also explicitly agree that The Rum Barrel are entitled to compensation for other services to be performed.
7. Mediation services / mediation: the services to be provided by The Rum Barrel under the agency agreement.
8. Communication: both traditional written communication and digital communication (email).

Article 2. General Provisions

1. These general terms and conditions apply to every offer of The Rum Barrel and every concluded agreement.
2. If and insofar as this has not been explicitly deviated from, the possible general terms and conditions of the other party, under whatever name are indicated, do not apply to the agreement. If it has been expressly agreed that the general terms and conditions of the other party also apply to the agreement, in the event of a conflict between the provisions of these general terms and conditions and the general terms and conditions of the other party, only the provisions of these general terms and conditions will apply.
3. The provisions of these general terms and conditions can only be deviated explicitly and in writing. If and to the extent that what the parties have explicitly agreed in writing deviates from the provisions of these general terms and conditions, what the parties have explicitly agreed in writing applies.
4. Destruction or invalidity of one or more of the provisions of these general terms and conditions does not affect the validity of the other clauses. In an appropriate case the parties are obliged to consult each other in order to make a replacement arrangement with regard to the affected clause. In doing so, the aim and scope of the original provision are taken into account as much as possible.

Article 3. Offer and Conclusions of Agreements

1. Every offer of The Rum Barrel is without obligation, even if a term for acceptance is stated therein.
2. The other party cannot derive any rights from an offer of The Rum Barrel that contains an apparent error or mistake.
3. The Rum Barrel cannot derive any rights from an offer of the other party that is based on incorrect or incomplete data provided by the other party.
4. Every agreement is established through offer and acceptance. If the acceptance of one party deviates from the offer of the other, the agreement will not be concluded in accordance with this deviating acceptance, unless the offering party indicates otherwise.

Article 4. Duration and content of Agent Agreement

1. The agency agreement is entered into for the specified duration that has been explicitly agreed, failing which the agency agreement is deemed to have been entered into for an indefinite period of time.
2. The agency agreement entered into for a definite period of time ends by operation of law, unless explicitly tacit renewal of the agency agreement has been agreed.
3. The agency agreement that has been entered into for an indefinite period of time or has been tacitly extended for an indefinite period of time, ends by cancellation with due observance of a notice period of three months, unless a different notice period has been expressly agreed.
4. The agency agreement cannot be prematurely canceled by the principal after it has been concluded, unless explicitly agreed otherwise. If the principal, without being authorized to do so, proceeds to cancel the agency agreement prematurely, he is obliged to compensate The Rum Barrel for loss of profit, as well as for the other damage resulting from the cancellation for The Rum Barrel. The reimbursement to which The Rum Barrel is entitled in the event of a non-regular termination of the agency agreement by the principal is equal to the remuneration for the time that the agency agreement should have continued in the event of regular termination. For the determination of this sum, account is taken of the commission earned in the preceding period and of all other relevant factors. The Rum Barrel can also claim full compensation for its damage, while being obliged to prove the extent thereof.
5. During the term of the agency agreement, The Rum Barrel performs the mediation services in terms of content, frequency, days, times and time allocation as expressly agreed or agreed upon. Insofar as it has not been explicitly agreed when The Rum Barrel is obliged to provide the brokerage services, the determination of days and times thereof is done by The Rum Barrel itself.
6. Insofar as nothing explicitly has been agreed between the parties, The Rum Barrel performs the agency agreement at its own discretion, without prejudice to the agreements expressly agreed between the parties. At the request of the principal, The Rum Barrel will be responsible to the principal for the execution of the mediation services.
7. The mediation services are performed by The Rum Barrel to the best of its knowledge and ability. However, The Rum Barrel only undertakes to make an effort commitment. The Rum Barrel can never guarantee that the sales results are achieved that the principal intends to achieve when entering into the agency agreement.
8. The principal is fully liable for the delivery and reliability of the products and services he delivers to customers with regard to agreements in which The Rum Barrel has acted as an intermediary. The principal indemnifies The Rum Barrel

against all claims from customers and other third parties in this regard. If The Rum Barrel could be approached by customers or other third parties in this regard, then the principal is obliged to assist The Rum Barrel both in and out of court and to do everything that may reasonably be expected of him in that case. If the principal fails to take adequate measures, The Rum Barrel is entitled to do so itself. All costs and damage on the part of The Rum Barrel, customers or other third parties caused by this, are entirely for the account and risk of the principal.

9. If The Rum Barrel is liable to the principal for any damage, then that liability is limited to at most the compensation to which The Rum Barrel has claimed against the principal in respect of that part of the agency agreement from which the liability of The Rum Barrel arises.

Article 5. Obligations of the Principal

1. If and to the extent that this is reasonably necessary for the proper design and / or execution of the agency agreement, the principal is always obliged to make all relevant information available to The Rum Barrel as soon as required for the execution of the agency agreement, on the manner desired by The Rum Barrel. Furthermore, the principal must always provide all the cooperation required for the implementation of the agency agreement. The principal also takes all reasonable measures to optimize the implementation of the agency agreement. The principal must also grant The Rum Barrel all the powers and authorizations that are necessary for the proper execution of the agency agreement. In particular, the principal must provide The Rum Barrel with the necessary documentation material about the goods and services for which The Rum Barrel mediates.

2. The principal is obliged to warn The Rum Barrel without delay if he foresees that agreements will or may be concluded to a significantly lesser extent than The Rum Barrel might expect.

3. At the end of each month, the principal is obliged to provide The Rum Barrel with a written statement of the commission due for that month, stating the data on which the calculation is based; this statement must be provided before the end of the following month.

4. The Rum Barrel is authorized to demand inspection by the principal of the necessary supporting documents regarding the determination of the commission. The Rum Barrel can be assisted at its own expense by an expert, accepted by the principal or, in the event of rejection, appointed by the preliminary relief judge of the competent court at the request of The Rum Barrel.

5. The commission becomes due and payable at the latest at the time at which the written statement referred to in paragraph 3 must be provided.

Article 6. Right to Provision

1. The Rum Barrel is entitled to the explicitly agreed commission for the agreements that have been concluded during the term of the agency agreement:

a. if the agreement has been concluded through its intervention;

b. if the agreement has been concluded with a customer that he had previously applied for such an agreement;

c. if the agreement has been concluded with a customer who belongs to the customer base that is or is established in the area that is assigned to The Rum Barrel, unless it has been expressly agreed that The Rum Barrel does not have exclusive rights with regard to that customer base or in that area.

2. The Rum Barrel is entitled to a commission for the preparation of agreements concluded after the end of the agency agreement:

a. if they are mainly due to the brokerage services provided by him during the duration of the agency agreement and have been concluded within a reasonable period after the agency agreement has been terminated, or

b. if he or the principal, in accordance with the conditions stipulated in the first paragraph, has received the order or assignment from the customer for the termination of the agency agreement.

3. The right to commission arises at the latest when the customer has made the payment to the principal, or should have done so if the principal has performed his part of the agreement.

4. Contrary to the provisions of the previous paragraphs, the parties can explicitly agree that the commission is due to The Rum Barrel for other reasons and / or becomes claimable, or that The Rum Barrel provides its brokerage services, such as an hourly rate, not on a commission basis but by a different compensation model .

Article 7. Right to Remuneration in case of negligence by Principal

1. The Rum Barrel is entitled to a reward if it is prepared to fulfill its obligations under the agency agreement or has already complied with it, but the principal of the services of The Rum Barrel has not made use of or has made much less use of The Rum Barrel than normally expect, unless the conduct of the principal results from circumstances that are not reasonably for his account.

2. In determining the remuneration referred to in paragraph 1, account shall be taken of the amount of the commission earned in the preceding period and of all other factors to be taken into account, such as the costs incurred by The Rum Barrel for not performing the saves brokerage services.

Article 8. Payments

1. Payments in the context of an agency agreement are made by transfer within the period explicitly agreed upon. If the payment period has not been explicitly agreed, payment must be made within the period specified by The Rum Barrel on the relevant invoice.

2. The Rum Barrel is entitled to make the invoices due to the principal exclusively available to him electronically.

3. If payment is not made on time, the default of the principal will be legally effective. From the day that the principal fails to act, the principal owes an interest of 2% per month on the outstanding amount, part of a month being considered as a full month.

4. All reasonable costs, both judicial, extrajudicial and execution costs, incurred by The Rum Barrel to obtain the amounts owed by the principal, are for the account of the principal.

SPECIAL PROVISIONS FOR SALE OF PRODUCTS

The provisions of the following articles (articles 9 and 10) only apply to agreements in which The Rum Barrel sells products in its own name and for its own account, and thus does not introduce under an agency agreement.

Article 9. Delivery of Products

1. The delivery of the ordered products takes place in the expressly agreed manner. If the method of delivery has not been expressly agreed, the products will be delivered to the (invoice) address specified by the other party.

2. The Rum Barrel always determines the method of packaging and possible shipment of the products.
3. The risk of loss and damage to the products is transferred to the other party as soon as the products have been received by or on behalf of the other party.
4. If the delivery period stated by The Rum Barrel is exceeded, the other party is never entitled to refuse to receive the products to be delivered and to pay the amounts owed by it to The Rum Barrel under the agreement.
5. The Rum Barrel, as a result of a circumstance attributable to the other party, incurs additional costs that would not exist if the products had been received at the time of the intended delivery, these costs will additionally be borne by the other party. These costs may, not intended to be exhaustive, relate to the costs of storage of the products that can reasonably be determined by The Rum Barrel and any additional costs in connection with multiple delivery attempts.

Article 10. Liability and Disclaimer

1. Subject to intent and deliberate recklessness of The Rum Barrel, as well as to the provisions of Article 11, after delivery of the products, The Rum Barrel is no longer liable for defects in the delivered goods.
2. The other party bears the damage caused by inaccuracies or incompleteness in the data it has provided, a shortcoming in the fulfillment of the obligations of the other party arising from the law or the agreement, as well as another circumstance that cannot be attributed to The Rum Barrel.
3. With the exception of intent and deliberate recklessness on its part, The Rum Barrel is never liable for consequential damage, including loss of profit, loss suffered and damage as a result of business interruption.
4. If The Rum Barrel is liable to the other party for any damage, then The Rum Barrel is entitled to repair this damage at any time. The other party must give The Rum Barrel the opportunity to do so, failing which all liability of The Rum Barrel in this regard will lapse.
5. The liability of The Rum Barrel is, subject to intent and deliberate recklessness on its part, limited at most to the invoice value of the agreement, at least to that part of the agreement to which the liability of The Rum Barrel relates.
6. The limitation period of all legal claims against The Rum Barrel is one year.
7. The other party indemnifies The Rum Barrel against any claims from third parties that suffer damage in connection with the execution of the agreement and whose cause is attributable to (a) person (s) other than The Rum Barrel.

Article 11. Force Majeur

1. The Rum Barrel is not obliged to fulfill any obligation under the agreement if and for as long as he is hindered by a circumstance that cannot be imputed to him by law, legal act or social opinion.
2. In addition to what is understood in this regard by law and jurisprudence, force majeure includes the circumstance that The Rum Barrel is prevented from (further) executing the agreement due to illness or act or omission of suppliers.
3. If the force majeure situation makes compliance with the agreement permanently impossible, or continues or will continue for more than three months, the parties are entitled to dissolve the agreement with immediate effect.

4. If, at the start of the force majeure situation, The Rum Barrel has already partially met its obligations, or can only partially meet its obligations, it is entitled to separately invoice the already executed or enforceable part of the agreement as if it were an independent agreement.

5. Without prejudice to the application of the previous paragraph, damage as a result of force majeure is never eligible for compensation.

Article 12. Suspension and Dissolution

1. The Rum Barrel is, if the other party's failure to reasonably justify this, authorized to suspend the execution of the agreement or to dissolve the agreement wholly or partially with immediate effect, if and to the extent that:

a. the other party does not, not timely or fully fulfill its obligations under the agreement; then yes

2. If the fulfillment of the obligations of the other party in respect of which it fails as referred to in paragraph 1 under a, is not permanently impossible, the power to dissolve shall only arise after the other party has been given written notice of default, in which notice of default a reasonable period of time it is stated within which the other party can still fulfill its obligations and the fulfillment has still not been fulfilled after the expiry of the latter period.

3. The other party is obliged to compensate The Rum Barrel as a result of the suspension or dissolution of the agreement.

4. If The Rum Barrel terminates the agreement on the basis of this article, all claims against the other party are immediately due and payable.

Article 13. Final Provisions

1. Dutch law applies exclusively to every agreement and all legal relationships resulting from it between parties.

2. The parties will first appeal to the court after they have made an optimal effort to settle the dispute in mutual consultation.

3. Only the competent court within the district of the place of residence of The Rum Barrel is designated to take cognizance of legal disputes.