



# General Terms and Conditions

## Wholesale Sir Redman

Version January 2023



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With a wholesale order, the (web) store owner agrees to the terms and conditions below:

**Article 1 - Definitions**

In these terms and conditions, the following terms are understood to mean:

1. (Web) store owner: the business buyer, not being a consumer, acting in the exercise of business (including sole proprietorship) registered with the Chamber of Commerce and entering into a distance contract with the entrepreneur;
2. Day: calendar day;
3. Durable data carrier: any means that enables the (web) store owner to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
4. Distance contract: an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of articles up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
5. Technique for distance communication: means that can be used for the conclusion of an agreement, without the (web) store owner simultaneously in the same room have come together.

**Article 2 - Identity of the entrepreneur**

Sir Redman is part of Rooymans Neckwear BV and can be reached in writing at the address below:

Rooymans Neckwear BV

't Inne 5, 6021 DA Budel (also visiting address)

E-mail address: info@sirredman.nl

Chamber of Commerce number: 17066485

VAT no: NL823969939B01

Payments:

Bank: ABN AMRO

IBAN: NL74ABNA0470195185

In the name of: Rooymans Neckwear

**Article 3 - Applicability / General**

1. These general terms and conditions apply to every offer made by Sir Redman and to every distance contract concluded between Sir Redman and the (web) store owner.
2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the (web) store owner. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the General Terms and Conditions can be inspected at Sir Redman and that they will be sent free of charge to the (web) store owner as soon as possible upon request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the (web) store owner electronically in such a manner that it can be easily stored by the (web) store owner on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the distance contract, it will be indicated where the general conditions can be inspected electronically and that they will be sent to the (web) store owner electronically or otherwise free of charge upon request.
4. Conditions other than these general terms and conditions are only applicable if agreed in writing. All verbal agreements are without obligation as long as they have not been confirmed in writing by Sir Redman.
5. If the General Terms and Conditions are violated, Sir Redman reserves the right to unilaterally terminate the collaboration.

**Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered items. The description is sufficiently detailed to enable a proper assessment of the offer by the (web) store owner. If Sir Redman uses images these are a true representation of the offered items. Obvious mistakes or obvious errors in the offer do not bind Sir Redman.
3. Each offer contains such information that it is clear to the (web) store owner what rights and obligations are attached to acceptance of the offer.

**Article 5 - The agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the (web) store owner of the offer and the fulfilment of the conditions thereby stipulated. Sales are only made to (web) stores registered with the Chamber of Commerce that have created a personal dealer account with which they, from the



moment of approval by Sir Redman (the entrepreneur), have access as a dealer to the wholesale section of the web shop.

2. If the (web) store owner has placed the order electronically and has thus accepted the offer, Sir Redman will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Sir Redman, the (web) store owner may dissolve the agreement.
3. If the agreement is concluded electronically, Sir Redman shall take appropriate technical and organizational measures to protect the electronic transfer of data and shall ensure a secure web environment.
4. Within legal frameworks, Sir Redman can investigate whether the (web) store owner can fulfill his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If Sir Redman has good grounds on the basis of this investigation not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the execution, while giving reasons.

**Article 6 - The price**

1. As long as the agreement has not been concluded, Sir Redman is authorized to change prices, offers and other terms and conditions. Buyers cannot derive any rights from prices and offers from the (recent) past;
2. The prices stated in the product offer are in euros, exclusive of 21% VAT and exclusive of shipping costs. The prices exclusive of VAT are shown in the product information, in the shopping basket and on the invoice.
3. The shipping costs charged for shipments within the Netherlands and Belgium for each order are based on the current prices with the respective carrier. The current shipping costs are shown during the ordering process. For orders over €350, excluding VAT, shipping costs are free in the Netherlands and Belgium.
4. Obvious mistakes or errors in the offer do not bind the entrepreneur.

**Article 7 - Conformity and warranty**

1. Sir Redman guarantees that the articles comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the existing statutory provisions and/or government regulations on the date the agreement was concluded.
2. (Web) store owner and its customers should treat items with care and in case of any damage to items due to own fault, there is no warranty.
3. In case of damage when receiving the articles, (web) store owner should contact entrepreneur for an appropriate solution.
4. From the moment of receipt of articles the responsibility lies with the (web)store owner. The (web)store owner handles articles with care so that they remain in good condition. Any complaints after sale by the (web)store owner in his/her (web)store are the responsibility of the (web)store owner. Sir Redman is not responsible for this and is not obliged to provide replacement items or any other solution to complaints.

**Article 8 - Delivery and execution**

1. Sir Redman will take the greatest possible care in assessing dealer requests and in receiving and executing orders.
2. The place of delivery is the address made known to Sir Redman by the (web) store owner.
3. Sir Redman is not liable for delays caused by parcel deliverers.
4. Delivery times stated by Sir Redman are without obligation. Sir Redman is entitled to make partial deliveries. Sir Redman is not liable for any damage whatsoever resulting from exceeding the announced delivery times.
5. The risk of damage and/or loss of articles rests with Sir Redman until the moment of delivery to the (web) store owner or a representative designated in advance and made known to Sir Redman, unless explicitly agreed otherwise.
6. From the moment of receipt, the physical articles are the property of store owner. The design (including text and image) of the physical articles remains the property of Sir Redman. Physical articles, images and texts may not be copied or duplicated.

**Article 9 - Complaints and returns**

1. Sir Redman makes every effort to provide you with a good article. We recommend that you inspect the delivered articles immediately upon receipt. Should the ordered articles not meet your expectations, you must inform us as soon as possible. Sir Redman will then always try to solve any problems or complaints in consultation with (web) store owner and in the best possible way.
2. When purchasing items, the (web) store owner has no right of revocation.
3. Cancellation by (web)store owner is only allowed, after consultation with Sir Redman, if done in writing, and within 24 hours after ordering. In the event of cancellation, the (web) store owner shall owe Sir Redman all costs reasonably incurred, without prejudice to Sir Redman's right to compensation for full damages. Non-standard stock items and specially ordered items, cannot be cancelled by the (web) store owner, in short a purchase obligation.
4. If Sir Redman agrees in writing to return the item, the (web) store owner shall return the item with all delivered accessories and - if reasonably possible - in its original condition and packaging to Sir Redman, in accordance with the reasonable and clear instructions provided by Sir Redman. The costs of return shipment shall be borne by (web) store owner.
5. Exchanges of items from stock are possible within 30 days, if Sir Redman agrees in writing and the items in question are undamaged, uncreased and originally packaged. Personalized or customized/ordered items are excluded from return. The cost of return shipment will be borne by (web) store owner.



6. Only when returning all items, the cost of return shipping will be refunded. The total amount of the returned items and any shipping costs will be refunded to (web) store owner no later than 30 days after dissolution.
7. Any right to claim lapses when the goods have been fully or partially put to use, have been displayed in a store or have been resold.

**Article 10 - Payment**

1. The agreement to buy and sell is established at the moment that the (web) store owner accepts the offer and complies with the conditions set. As long as the receipt of this acceptance has not been confirmed by e-mail, the (web)store owner can dissolve the agreement.
2. The (web)store owner has the duty to report inaccuracies in payment details provided or mentioned to the entrepreneur immediately.
3. Sir Redman is entitled to check the (web) store owner's creditworthiness in advance. If the outcome of the check is negative, Sir Redman reserves the right to refuse an order or to attach special payment conditions to the execution, such as, for example, a (partial) prepayment.
4. Cash discount: In case of direct payment (within 10 days), a payment discount of 2% can be applied to the gross purchase amount (excluding VAT).
5. Payment must be made within 30 days of the invoice date. If payment is not made within this 30-day period, the (web) store owner will owe interest of 1% per month on the outstanding invoice amount or part thereof, whereby part of a month will be calculated as a full month, while all costs to be incurred by us, both judicial and extrajudicial, will be for the account of the (web) store owner. The extrajudicial costs will be calculated in accordance with the generally accepted collection rates used by lawyers and bailiffs. Sir Redman is entitled to determine to which debts payments are allocated, but in any case payments will first be allocated to the interest and costs incurred by us. Sir Redman is entitled at all times to demand further security for payment from the customer.
6. If Sir Redman must incur costs to collect the invoice amount, these costs will be borne by the buyer/client. These costs include all costs of internal and extrajudicial measures, including fees for lawyers, bailiffs and collection agencies, as well as any statutory interest.

**Article 11 - Complaints procedure**

1. Complaints can be made known to Sir Redman by the (web) store owner via e-mail.
2. Complaints about the execution of the agreement must be submitted to Sir Redman within a reasonable time, fully and clearly described, after the (web) store owner has identified the defects.
3. Complaints submitted to Sir Redman will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, Sir Redman will respond within the 14-day period with a notice of receipt and an indication of when the (web) store owner can expect a more detailed answer.

**Article 12 - Liability**

1. Any liability of Sir Redman and the articles of Sir Redman for all damages of any kind, direct or indirect, is excluded. Sir Redman is also not liable for damage caused by third parties during the execution of the agreement.
2. Sir Redman accepts no liability for any damage resulting from the use of Sir Redman articles.
3. Sir Redman's liability is always limited to a maximum of the purchase price of the article in question.
4. Sir Redman is not liable for misunderstandings, mutilation, delays or improper transmission of orders and messages resulting from the use of the Internet or any other means of communication in the traffic between the (web) store owner and Sir Redman, or between Sir Redman and third parties, insofar as these relate to the relationship between the (web) store owner and Sir Redman, unless there is intent or gross negligence.
5. Sir Redman accepts no liability for minor deviations in the color of the delivered goods.
6. In the event of force majeure on the part of Sir Redman, the agreement shall remain in force, but Sir Redman's obligations shall be suspended for the duration of the force majeure. This is subject to the seller's right to cancel the agreement in such a case, insofar as it has not yet been performed, and to charge for what has already been performed in proportion to the total. Force majeure explicitly includes non-delivery or late delivery by Sir Redman's suppliers, including cases in which Sir Redman could have foreseen the non-delivery or late delivery. And all causes beyond the fault and control of Sir Redman.
7. All additional costs caused by force majeure on the part of the (web) store owner will be borne by the (web) store owner.

**Article 13 - Privacy**

The manner in which Sir Redman handles the personal information provided by the (web) store owner is laid down in the Privacy statement.

**Article 14 - Copyright**

All texts and images of Sir Redman, both offline and online, are subject to copyright and image rights. The texts, designs and images of Sir Redman are copyrighted and owned by the entrepreneur. Reproduction of prints or complete text parts of downloaded document files / photography is strictly prohibited without the express permission of Sir Redman. If you want to use the texts or images, they can be downloaded in the image bank of the dealer account.

**Artikel 15 - Intellectual property rights**

1. The (web) store owner must fully and unconditionally respect all intellectual property rights vested in the articles and services provided by Sir Redman.
2. Sir Redman does not guarantee that the articles delivered to the (web) store owner do not infringe any (unwritten) intellectual property rights of third parties.

**Article 16 - Images**

Due to different screen settings, the colors of the articles may differ slightly from reality. No rights can be derived from this.

**Article 17 - Other provisions**

1. Selling prices in store/webshop cannot be lower than the selling prices on sirredman.nl.
2. If articles are sold in physical store, there is room for lookbooks of Sir Redman, provided by Sir Redman. This is always in consultation.
3. If articles of Sir Redman are sold in a webshop, it is clearly indicated that articles are of the brand 'Sir Redman'. Photos and article descriptions may be used and can be downloaded via the online image bank in the dealer account.
4. Any consumer discount codes are not valid on wholesale orders and cannot be applied.
5. Articles ordered are intended for resale only and, unless otherwise agreed, only in the (web)store(s) for which a wholesale dealer account has been approved by Sir Redman. Sir Redman articles are excluded for sale by the (web) store owner on (online) marketplaces such as, for example, Bol.com, Marktplaats, Amazon, Ebay, Etsy, etc.
6. Sir Redman provides display materials for the store upon request. Obtained displays remain the property of Sir Redman and can be recalled at any time, without giving any reason.
7. Items from Sir Redman are bar-coded and carry retail price.
8. Items purchased as a set must also be sold in resale as a set and are not for single sale.

**Article 18 - Applicable law**

1. All rights, obligations, offers, orders and agreements to which these General Terms and Conditions apply, as well as these General Terms and Conditions, are exclusively governed by Dutch law (not consumer law).
2. All disputes between parties shall be submitted to the court of the district in which Sir Redman falls.







**SIRREDMAN**

't Inne 5, 6021 DA Budel, The Netherlands | +31 (0)495-591752 | [info@sirredman.nl](mailto:info@sirredman.nl)

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