



## ADDITIONAL PREREQUISITES

### PURCHASE FROM OTHER PARTIES

- CONSUMERS -

These "**Additional Terms and Conditions - Purchase from other Parties**" (hereinafter referred to as: "**ATC-PfoP**") are an addition to the "**General Terms and Conditions - Stribe**".

We kindly ask you to read them carefully. By using the Platform of Stribe as a Client, you agree to accept and comply with these "**Additional Terms and Conditions - Purchase from other Parties**" as well as the "**General Terms and Conditions - Stribe**" and "**Additional Terms and Conditions - Selling via Stribe**";

- [General Terms and Conditions - Stribe](#)
- [Additional Terms and Conditions - Selling via Stribe](#)

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## Article 1 - Definitions

1. General Terms and Conditions of the other Party: are the terms and conditions made known to the Customer prior to ordering.
2. Other Party(ies): (also to be named as Striber) a third party, being a legal or natural person who offers products to Users via the Platform.
3. ATC-PfoP: "Additional Terms and Conditions - Purchases from other Parties": are an addition to the "General Terms and Conditions - Stribe" and are valid for a Customer.
4. Reflection period: a period during which the Customer can return the purchased product without giving a reason or any obligation.
5. User: every visitor of the Environment.
6. Stribe: (hereinafter: "Stribe") is part of the private limited company "TS Vision B.V." established at (5038 JL) Tilburg, Hart van Brabantlaan 12-14 (Het Laken). Operating in the Netherlands under VAT number: NL 858498133B01 and, Chamber of Commerce Tilburg 70885850.
7. Purchase Agreement: the agreement concluded between the Other Party and a Client due to the purchase by the Client of a product from the Other Party via the Platform.
8. Client: a User of the Environment who proceeds to purchase a product via the Platform.
9. Customer account: personal account within the Environment (my Stribe).
10. Environment: the total environment in which a user is located within "Stribe" including website(s) and/or application(s) as mentioned below;
  - *Stribe* - [www.jointhestribe.com](http://www.jointhestribe.com),
  - *Stribe Community* - [www.community.jointhestribe.com](http://www.community.jointhestribe.com),
  - *Stribe Academy* - [www.stribeacademy.com](http://www.stribeacademy.com),
  - *TS Vision* - [www.tsvision.eu](http://www.tsvision.eu),and any other by "TS Vision B.V." designated website and/or application.
11. Platform: the environment in which Products falling within product categories designated by Stribe are offered to Users by Other Parties.
12. Product(s): products, digital content and/or services
13. Other Party's Return & Warranty Policy: is additional information on how to deal with another Party's return and warranty policy.

## Article 2 - Applicability

1. These "Additional Terms and Conditions - Purchasing from other Parties" apply to the order and purchase of Products from Other Parties via the Platform (hereinafter referred to as: "ATC-PfoP"). These "ATC-PfoP" can also be consulted on the Stribe Environment [www.jointhestribe.com/additionalconditions-purchasefromotherparties](http://www.jointhestribe.com/additionalconditions-purchasefromotherparties) (this page is available when Stribe goes live), and will be sent to interested parties upon first written request.
2. Any Client who is in the Environment or who places an order for a Product offered by another Party within the Environment, accepts the applicability of these "ATC-PfoP" subject to the provisions of these "ATC-PfoP" which by virtue of articles 236 and 237 of book 6 of the Civil Code must be deemed to be unreasonably onerous for the Client if he is a private consumer.
3. Deviations from the provisions of these "ATC-PfoP" can only be made in writing, in which case the other provisions remain in full force.
4. All rights and claims, as stipulated in these "ATC-PfoP" and in any further agreements for the benefit of Stribe, are also stipulated for the benefit of the intermediaries and other third parties engaged by Stribe, explicitly including the Other Party(ies).

5. Stribe shall be entitled to amend these "ATC-PfoP" from time to time. The amended terms and conditions will apply as soon as they are published on the site. If a Purchaser subsequently places an order for a product as offered by another Party, the latter accepts the applicability of the amended "ATC-PfoP". It is therefore advisable to consult these "ATC-PfoP" before placing an order for a Product of another Party.

### **Article 3 - (My Stribe) Customer account**

1. The Customer must meet at least the following requirements:
  - the Customer must fill in the requested information truthfully before completing an order;
  - the Customer is at least 18 years old;
  - the Client can be contacted by e-mail.
2. Stribe is at all times entitled not to process certain orders for articles of Other Parties or to attach conditions to them.
3. The Customer is responsible for the use that is made of his user name and password. Stribe advises the Customer to use a unique password and to keep this password carefully secret.
4. The Customer is not entitled to let others use his (My Stribe) account.
5. The Client declares to act in accordance with the "ATC-PfoP" and all applicable laws and regulations.
6. The Customer is responsible for the correctness of the data in his (My Stribe) account.

### **Article 4 - Third party offers**

1. The Customer acknowledges that the Purchase Agreement whereby a Product is purchased is concluded between the Customer and Other Party (the third party that offers the Product/service for sale through the Environment) and that Stribe is not and/or will not become a party to this Purchase Agreement or any other related agreement.
2. In case of questions and/or complaints about the Products purchased by the Customer from Other Parties, the Customer must at all times turn directly to the relevant Other Party. The Purchaser acknowledges that in these cases he/she cannot appeal to Stribe and Stribe is in no way liable, including but not limited to any defectiveness of the purchased Product.
3. When purchasing a Product from another Party, the Client agrees to the "General Terms and Conditions - Stribe", these "ATC-PfoP" and the "General Terms and Conditions of the Other Party" as well as the "Return & Warranty Policy of the Other Party".

### **Article 5 - Order and delivery**

1. A Customer may, through the normal ordering process in the Environment, place an order for
  - a. Product offered by another Party, as a result of which an agreement is concluded between the Customer and the other Party concerned.
2. A confirmation thereof will be offered to the customer by Stribe on behalf of the Other Party.
3. The Customer will receive a packing slip from the Other Party upon delivery.
4. The ownership of delivered articles will only be transferred if the customer has paid all that is owed to the Other Party in respect of the relevant Purchase Agreement.
5. The cooling-off period commences as soon as the Customer has received the Product. The statutory cooling-off period is a minimum of 14 calendar days, unless the cooling-off period can be shortened or must be extended on the basis of a mandatory provision of law and the applicable conditions have been met, in which case the cooling-off period will apply. A customer must comply with the cooling-off period which is included in the "General Terms and Conditions of the Other Party".

6. The delivery time as indicated by the Other Party is the delivery time to which a customer and the Other Party must adhere. If there is a change in the delivery time after a customer has placed an order, the Other Party is obliged to inform the customer and come up with an alternative proposal.
7. The "Return & Warranty Policy of the Other Party" must be followed by the customer with regard to a return and/or cancellation.

## **Article 6 - Reimbursement and payment**

1. The Customer owes the purchase price of the Product purchased from the Other Party via the Platform via Stribe and has not discharged his payment obligation by paying directly to the Other Party. Payment by the Customer can only take place through Stribe.
2. The Customer is allowed to exchange Stribe gift vouchers and/or discount codes when purchasing Products of Other Parties.

## **Article 7 - Purchase from Other Party(ies)**

1. If a Customer purchases a Product via the Platform from another Party being a legal entity (so-called business vendor), then:
  - an order for a Product will then be processed in accordance with the provisions of the "General Terms and Conditions of the Other Party";
  - the Customer is entitled to return an order within the period specified by the Other Party in its "General Terms and Conditions" ("right of withdrawal"), subject to the provisions of Article 5.5 of these "ATC-PfoP", under the conditions set out in the relevant "General Terms and Conditions of the Other Party".
2. During this period of 14 (fourteen) days, the Customer shall handle the Product and its packaging with care. He shall only unpack or use the Product to the extent necessary to assess whether he wishes to keep the Product. If he exercises his right of withdrawal, he will return the Product with all delivered accessories, and if reasonably possible in its original condition and packaging, to the Other Party.
3. A return by the Customer shall be made according to the procedure as described by the Other Party, and shall be addressed directly to the Other Party. If the Customer has exercised his right of withdrawal in a prescribed manner, he shall bear no more than the costs of returning the goods.
4. If the Customer has already paid an amount, the Other Party will refund this amount as soon as possible, but at the latest within 14 days after the revocation. If the Other Party offers to collect the product itself, the Other Party may wait until the Other Party has received the product or until the Customer has proved that he has returned the product, whichever is earlier.

## **Article 8 - Information and use of data**

1. The Customer will keep a careful eye on his email so that the Customer can take cognizance of information sent to the Customer by Stribe and/or the Other Party in a timely manner.
2. Stribe is not liable for any untimely or unclear transmission of information or for manifest errors, regardless of from whom the information originates or to whom this information is provided.

3. Client declares to be familiar with the Privacy Statement of Stribe and gives permission for his name and address, e-mail address and telephone number to be provided to the Other Party as far as these are necessary to execute the Purchase agreement/order. The Other Party is only entitled to use the Customer's data as far as this is necessary for the handling and execution of the Purchase agreement/order or when the Customer has given permission for the use of the data, all this in accordance with the Privacy Statement of Stribe.
4. The Client acknowledges that an evaluation system is part of the sales process. The Client will be invited by email. The Customer declares that, if he participates in the evaluation system, he will do so in good faith. The Customer guarantees that all information provided by him/her is correct and not misleading. Customer will refrain from providing and/or mentioning insulting, threatening and/or defamatory information. Stribe is at all times entitled not to include a review on the site or to remove it if the Other Party demonstrates that a review is contrary to laws or regulations, public order and/or morality, only concerns a product review or does not concern the correct Other Party, contains (a) personal data or a URL or is fraudulent.

## **Article 9 - E-mail communication between the Customer and the Other Party**

1. Stribe does not have an e-mail application for the purpose of communication between the Customer and the Other Party (including the after sales obligations of the Other Party).
2. All communication related to a product of the Other Party will be directly through the Other Party. Both the Other Party and the Customer are entitled to retain such communications. Stribe plays no role in this and will only retrieve communications when necessary.
3. Stribe will only store direct communication with itself, or otherwise communication addressed to it.
4. The Client agrees with every use of communication and gives Stribe permission to store, view and use the communication in accordance with the provisions in paragraph 2 of this article and the Privacy Statement.
5. The communication that takes place by e-mail will not be stored by Stribe for longer than necessary and in any case for a maximum of two years.

## **Article 10 - Other**

1. Stribe is entitled to restrict, not grant or withdraw certain privileges or to block the use of the account or the possibility to order, deny or limit articles of Other Parties through Stribe, depending on the trade history of a Customer, this exclusively at the discretion of Stribe.
2. When Stribe has allowed deviations from the "ATC-PfoP" for a short or longer period of time, tacitly or not, this does not affect Stribe's right to demand direct and strict observance of the "ATC-PfoP". The customer can never assert any right based on the fact that Stribe applies the "ATC-PfoP" smoothly at any time.
3. Should one or more of the provisions of the "ATC-PfoP" or of the procedural rules be contrary to the law, the provision in question shall lapse and shall be replaced by a new legally permissible provision to be determined by Stribe, as far as possible with due observance of the purport of the provision in question.
4. Stribe is at all times entitled to discontinue the functionalities for the benefit of the offer of Other Parties on the Stribe website.

## Article 11 - Applicable law

1. These "Additional Conditions - Purchase from other Parties (ATC-PfoP)", the purchase of items from Other Parties via [jointhestribe.com](https://jointhestribe.com) and the Purchase Agreement between the Customer and the Other Party and all non-contractual rights and obligations arising therefrom shall be governed in all respects by Dutch law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. All disputes between Stribe and Users shall in the first instance be settled by the competent court of the District Court of Zeeland West-Brabant, unless the law prescribes the jurisdiction of another court.