

# Keystone Sports – General Terms and Conditions

This is a translation of our Dutch Terms and Conditions. We take no responsibility for the correct translation. For all legal relationships, Dutch law and legislation are in force, including our formal Dutch version of the T&C.

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## Article 1 – Definitions

For the following conditions:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a remote agreement and these matters, digital content and/or services are provided by Keystone Sports or by a third party on the basis of an agreement between that third party and Keystone Sports;
2. **Reflection period:** the time limit in which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes relating to his commercial, business, crafts or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Duration agreement:** an agreement relating to the regular supply of business, services and/or digital content for a certain period of time;
7. **Durable data carrier:** any tool – e-mail included – that allows consumers or Keystone Sports to store information addressed to him personally in a way that allows future consultation or use for a period tailored to the purpose for which the information is intended and which allows unchanged reproduction of the stored information;
8. **Right of withdrawal:** the possibility of the consumer to waive the contract within the reflection period;

9. **Keystone Sports:** the natural or legal person who offers products, digital content and/or remote services to consumers;
10. **Remote Sales:** an agreement concluded between Keystone Sports and the consumer under an organised system for remote sales of products, digital content and/or services, using one or more remote communication until the conclusion of the agreement;
11. **Remote communication technology:** Appliance that can be used to conclude an agreement, without consumers and Keystone Sports having to meet simultaneously in the same space.

## **Article 2 – Entity of Keystone Sports**

Keystone Sports B.V.  
Bloemendaalseweg 33  
2061 CB Bloemendaal  
The Netherlands  
E-mail: [info@keystonesports.nl](mailto:info@keystonesports.nl)  
Chamber of Commerce: 72957786  
VAT: NL85929983B01

## **Article 3 – Applicability of Terms**

1. These terms and conditions apply to any offer from Keystone Sports and to any remote sales between Keystone Sports and the consumer.
2. Before the remote sale is concluded, these general conditions shall be made available to the consumer. If this is not reasonably possible, Keystone Sports will indicate before the agreement is concluded remotely, how the terms and conditions can be understood to Keystone Sports and that they will be sent free of charge as soon as possible at the consumer's request.
3. If the remote sale is concluded electronically, by way of deviation from the previous paragraph and before the remote sale is concluded, these general conditions may be made available to the consumer by electronic appliance in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, it will indicate before the agreement is concluded remotely where the terms and conditions can be communicated by electronic means and that they will be sent by electronic appliance or otherwise free of charge at the consumer's request.
4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply and the consumer may, in the event of conflicting conditions, always invoke the applicable conditions which is most favorable to him.

#### **Article 4 – Special offers**

1. If an offer has a limited period of validity or is made under conditions, this shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products offered, digital content and/or services. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If Keystone Sports uses images, they are a true representation of the products, services and/or digital content offered. Apparent mistakes or apparent errors in the offer do not bind Keystone Sports.
3. Each offer shall contain such information that it is clear to the consumer what the rights and obligations are attached to the acceptance of the offer.

#### **Article 5 – Order and Agreement**

1. The agreement shall be concluded, subject to Article 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions laid down therein.
2. If the consumer has accepted the offer by electronic appliance, Keystone Sports shall immediately confirm by electronic appliance of the acceptance of the offer. As long as it has not been confirmed by Keystone Sports, the consumer may terminate the agreement.
3. If the agreement is made electronically, Keystone Sports will take appropriate technical and organizational measures to ensure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, Keystone Sports will comply with appropriate security measures.
4. Keystone Sports can, within legal frameworks, inform itself whether the consumer can meet their payment obligations, as well as all those facts and factors that are important for a responsible entry into the remote sale. If Keystone Sports has good grounds for not entering into the agreement under this investigation, it is entitled to refuse an order or application or to attach special conditions to the implementation.
5. Keystone Sports shall, by the latest, provide the consumer with the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
6. The visiting address of Keystone Sports where consumers can go with complaints;
7. The conditions under which and the manner in which the consumer can make use of the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
8. The information about warranties and existing service after purchase;
9. The price including all taxes of the product, service or digital content; to the extent applicable the cost of delivery; and the method of payment, delivery or implementation of the remote sales;
10. The requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
11. If the consumer has a right of withdrawal, the model form for revocation.
12. In the case of an continued transaction, the condition in the previous paragraph shall apply only to the first delivery.

## **Article 6 – Right of withdrawal**

### *In the case of products:*

1. The consumer may terminate an agreement relating to the purchase of a product for a minimum of 14 days without giving reasons. Keystone Sports may ask consumers about the reason for revocation, but do not require it to give its reason(s).
2. The reflection period referred to in paragraph 1 shall take place on the day after the consumer, or a third party designated by the consumer, who is not the carrier, has received the product, or:
3. If the consumer has ordered several products in the same order: the day on which the consumer, or a third party he has designated, received the last product. Keystone Sports may, provided that it has clearly informed the consumer prior to the ordering process, refuse an order of multiple products with a different delivery time.
4. If the supply of a product consists of several consignments or components: the day on which the consumer, or a third party appointed by him, received the last consignment or the last part;
5. In the case of agreements for regular delivery of products for a certain period of time: the day on which the consumer, or a third party appointed by him, received the first product.

### *For services and digital content not provided on a material carrier:*

3. The consumer may terminate a service agreement and an agreement for the supply of digital content which has not been delivered on a material carrier for at least 14 days without giving reasons. Keystone Sports may ask consumers about the reason for revocation, but do not require it to give its reason(s).
4. The reflection period referred to in paragraph 3 shall take into place on the day following the conclusion of the agreement.

### *Extended reflection period for products, services and digital content not provided on a material medium when not informing about the right to withdraw:*

5. If Keystone Sports has not provided consumers with the legally required information on the right of withdrawal or the retraction model form, the reflection period shall expire 12 months after the end of the original reflection period set in accordance with the previous members of this Article.
6. If Keystone Sports has provided the information referred to in the preceding paragraph to the consumer within 12 months of the effective date of the original reflection period, the reflection period shall expire 14 days after the date on which the consumer received such information.

## **Article 7 – Obligations/Responsibilities of the consumer**

1. During the reflection period, the consumer will handle the product and packaging carefully. It will only extract or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The premise here is that the consumer is only allowed to handle and inspect the product as he should in a shop.
2. The consumer is only liable for the depreciation of the product resulting from a way of dealing with the product that goes beyond permitted in paragraph 1.

3. The consumer is not liable for the depreciation of the product if Keystone Sports has not provided him with all legally required information on the right of withdrawal before or when the agreement is concluded.

#### **Article 8 – Cancellation of the Agreement and its costs**

1. If the consumer exercises his right of withdrawal, he will notify Keystone Sports within the time frame of reflection through the retraction model form or otherwise unambiguously.
2. As soon as possible, but within 14 days of the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorised representative of) Keystone Sports. This does not have to be done if Keystone Sports has offered to pick up the product itself. In any event, the consumer has complied with the return period if he returns the product before the reflection period has expired.
3. The consumer shall return the product with all accessories supplied, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by Keystone Sports.
4. The risk and burden of proof for the proper and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer shall bear the direct cost of returning the product. If Keystone Sports has not reported that consumers must bear these costs or if Keystone Sports indicates that they will bear the costs themselves, consumers will not have to bear the cost of return.
6. The consumer shall not bear any costs for the complete or partial supply of digital content not supplied on a material carrier, if:
7. He did not expressly agree to start the contract before the end of the reflection period prior to its delivery;
8. He has not acknowledged losing his right to revoke his consent; Or
9. Keystone Sports has failed to confirm this consumer statement.
10. If the consumer exercises his right of withdrawal, all additional agreements are legally terminated.

#### **Article 9 – Obligations/Responsibilities of Keystone Sports in case of withdrawal**

Where there is a consumer purchase, in accordance with the Dutch law “Wet verkopen op Afstand” (Article 7:5 BW), the buyer has the right to return (part of) the goods delivered within a period of 14 working days without giving any reason. This deadline begins when the ordered items are delivered. If, at the end of this period, the buyer has not returned the items delivered to Keystone Sports, the purchase is a fact. The consumer was required to report in writing to Keystone Sports within the 14 business day period of delivery before returning. The consumer must prove that the items delivered have been returned in time, for example by appliance of proof of mail delivery. Return of the items must be made in the original packaging (including accessories and associated documentation) and in new condition. If the items have been used by the consumer, burdened or damaged in any way, the right to dissolution within the meaning of that paragraph shall expire. Taking into account what has been determined in the previous sentence, Keystone Sports ensures that within 30 days upon receipt of the return, the full purchase amount excluding the

calculated shipping costs to the consumer is credited by appliance of a store credit. Keystone Sports does not give back money when returning products. Products are either exchanged or a store credit is given.

1. The right to dissolution, as defined in the previous paragraph, relates only to webshop matters delivered.
2. The right of withdrawal and right of dissolution shall not apply to: • goods held by the buyer for more than 14 working days • goods purchased in the shop • goods or services whose price is subject to fluctuations in the financial market, on which the supplier has no influence • goods which are or are manufactured according to consumer specifications, for example customisation, or which are clearly personal, such as e.g. (club) clothing with logos and/or numbers • goods specially ordered for the consumer.
3. Taking into account what is specified in point 3, Keystone Sports will never refund purchase amounts. The exchange of goods is permitted as well as the return of goods in exchange for a credit, paid in the form of a voucher. The time limit for this is not more than 14 days after purchase.

#### **Article 10 – Exclusion of right of withdrawal**

Keystone Sports may exclude the following products and services from the right of withdrawal, but only if Keystone Sports has stated this clearly in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is tied to fluctuations in the financial market to which Keystone Sports has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a sales method whereby products, digital content and/or services are offered by Keystone Sports to the consumer who is personally present or given the opportunity to be personally present at the auction, headed by an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full implementation of the service, but only if:
4. Implementation began with the express prior consent of the consumer; And
5. The consumer has stated that he will lose his right of withdrawal once Keystone Sports has fully implemented the agreement;
6. Package holidays referred to in Article 7:500 BW and passenger transport agreements;
7. Accommodation provision services contracts, if the agreement provides for a certain date or period of implementation and other than for residential purposes, freight transport, car rental services and catering;
8. Agreements relating to leisure activities, if the agreement provides for a certain date or period of implementation thereof;
9. Products produced according to consumer specifications, which are not prefabricated and manufactured on the basis of an individual choice or consumer's decision, or which are clearly intended for a specific person;
10. Sealed products which are not suitable for return for reasons of health protection or hygiene and whose sealing has been broken after delivery;
11. Products which, by their very nature, are irrevocably mixed with other products after delivery;
12. The delivery of digital content other than on a material carrier, but only if:

13. Implementation began with the express prior consent of the consumer; And
14. The consumer has stated that this will lose his right of withdrawal.

#### **Article 11 – Prices**

1. During the period of validity indicated in the offer, the prices of the products and/or services offered shall not be increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, Keystone Sports may offer products or services whose prices are tied to fluctuations in the financial market and which Keystone Sports has no influence on with variable prices. This commitment to fluctuations and the fact that any prices listed are target prices are indicated by the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of legislation or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if Keystone Sports has negotiated this and:
5. These are the result of legislation or provisions; Or
6. The consumer has the power to terminate the contract from the day on which the price increase starts.
7. The prices listed in the offer of products or services include VAT.

#### **Article 12 – Compliance warranty**

1. Keystone Sports shall ensure that the products and/or services comply with the agreement, the specifications set out in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, Keystone Sports also states that the product is suitable for other than normal use.
2. An additional guarantee provided by Keystone Sports, its subcontractor, manufacturer or importer shall never limit the legal rights and claims that consumers can assert against Keystone Sports under the agreement if Keystone Sports has failed to comply with its part of the agreement. Keystone Sports, its subcontractor, importer or producer in which it grants to the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to comply with its part of the contract.
3. Keystone has received the guarantee provisions from all suppliers, forcing us to comply. No exceptions are made.
  - 3.1 Bats: Keystone Sports gives a 1-year warranty after purchase on tearing, breaking and dents in normal use. After this period, no guarantee can be given. There is no guarantee on wooden bats
  - 3.2 Gloves: 3 Months warranty on tears etc. This only applies to leather gloves. Broken laces are not covered by the warranty.
  - 3.3 Shoes: 1 Month on factory faults. This may be: chipped spikes or torn soles. Broken toe cap, "spiked" shoes, wear and tear etc. are not covered by the warranty.
  - 3.4 Batting gloves: 1 month, only on factory faults.
  - 3.5 Clothes: 1 month on zippers and buttons.

### **Article 13 – Transport**

1. Keystone Sports will take the utmost care when receiving and executing orders of products and in assessing requests for service.
2. As a place of delivery, the address that the consumer has made known to Keystone Sports, applies.
3. Subject to what is specified in Article 4 of these terms and conditions, Keystone Sports will carry out accepted orders with competent urgency but no later than 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or only partially executed, the consumer will receive a message no later than 30 days after placing the order. In that case, the consumer has the right to terminate the contract at no cost and the right to any compensation.
4. After dissolution in accordance with the previous paragraph, Keystone Sports will repay the amount paid by the consumer.
5. The risk of damage and/or disappearance of products rests with Keystone Sports until the time of delivery to the consumer or a pre-appointed representative disclosed to Keystone Sports, unless expressly otherwise agreed

### **Article 14 – Payment**

1. To the extent that the agreement or additional conditions are not otherwise specified, the amounts due by the consumer shall be paid within 14 days of the start of the reflection period, or in the absence of a reflection period within 14 days of the conclusion of the contract. In the case of an agreement to provide a service, this period shall begin on the day after the consumer has received confirmation of the contract.
2. When selling products to consumers, consumers should never be required to prepayment more than 50% in terms of terms and conditions. Where prepayment has been negotiated, the consumer cannot assert any right in respect of the execution of the relevant order or service(s) before the negotiated prepayment has taken place.
3. The consumer has a duty to report inaccuracies in payment details provided or disclosed to Keystone Sports without delay.
4. If the consumer does not meet his obligation to pay in time, after being informed by Keystone Sports of late payment and Keystone Sports has granted the consumer a period of 14 days to meet his payment obligations after the absence of payment within that 14-day period, he shall be liable for the statutory interest on the amount still due and Keystone Sports is entitled to charge the out-of-court collection costs Keystone Sports has incurred. These collection fees are maximum: 15% on outstanding amounts up to € 2,500,=; 10% over the following € 2,500,= and 5% over the next € 5,000,= with a minimum of € 40,=. Keystone Sports may deviate from these amounts and percentages for the benefit of consumers.

### **Article 15 – Complaints**



1. Keystone Sports has a sufficiently disclosed complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to Keystone Sports in full and clearly within a competent time after the consumer has identified the deficiencies.
3. Complaints submitted to Keystone Sports are answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Keystone Sports replies within the 14-day deadline with a receipt notice and an indication of when consumers can expect a more detailed response.
4. Consumers should give Keystone Sports at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises which is open to the dispute settlement.

#### **Article 16 – Disputes**

1. Only Dutch law applies to agreements between Keystone Sports and the consumer to which these terms and conditions relate.

#### **Article 17 – Additional conditions**

Additional provisions or derogating from these terms and conditions may not be to the detriment of the consumer and must be laid down in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.