



General Terms and Conditions of Baby's Only

Below, you will find our general terms and conditions. These always apply when you enter into a contract with us. The general terms and conditions include important information for you as purchaser. You should therefore read them carefully. In addition, we recommend that you save or print out these terms and conditions so you can read them again at a later time.

Clause 1. Definitions

In these General Terms and Conditions, the following terms have the following meanings:

- a. Baby's Only: Best of Only B.V., a private limited liability company having its registered office in (6658 AD) Beneden-Leeuwen, the Netherlands, at the address Energieweg 22 and registered with the Chamber of Commerce under registration number 83361324.
- b. Customer: a Customer acting in the performance of a profession or business and who has entered into a Contract with Baby's Only.
- c. Parties: Baby's Only and the Customer jointly.
- d. Contract: all agreements and contracts between Baby's Only and the Customer of which these General Terms and Conditions form an integral part.
- e. Product/Products: all items which Baby's Only delivers to the Customer under the Contract, such as baby clothes, baby blankets, stuffed toys, bibs, music boxes, Maxi-Cosi hoods, commodes and cribs.
- f. General Terms and Conditions: these general terms and conditions as published on the Website.

Clause 2. Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to and form part of any legal and other acts in connection with the preparation, formation or performance of the Contract. The General Terms and Conditions also apply to all subsequent Contracts between the Customer and Baby's Only if the Customer has agreed to the applicability thereof in earlier Contracts with Baby's Only.
2. The applicability of any terms and conditions of the Customer are expressly excluded.
3. If any product-specific or promotion-specific terms and conditions apply in addition to these General Terms and Conditions, then those terms and conditions will also apply.
4. If any provision from the Contract or the General Terms and Conditions turns out to be null and void, this will not affect the validity of the remainder of the Contract or General Terms and Conditions. In that event, the Parties will lay down a new provision to replace the former, which will give shape to the intention of the original provision as much as possible by law.
5. Baby's Only may not always require strict compliance with the General Terms and Conditions. This does not mean that the provisions do not apply or that Baby's Only loses the right to require strict compliance with the General Terms and Conditions in other situations.



Clause 3. Amendment of the General Terms and Conditions

Baby's Only reserves the right to amend these General Terms and Conditions. Amendments enter into effect 30 days after the Customer is notified of the amendments. Non-substantive amendments of minor importance may be made at any time and do not require notice.

Clause 4. Quotations

1. Baby's Only may submit quotations orally or in writing.
2. All quotations submitted by Baby's Only are free of obligation. Furthermore, Baby's Only's quotations are valid for 30 days after they are sent. If the Customer accepts a quotation, Baby's Only will have the right to withdraw the quotation within three business days after receipt of the acceptance.
3. A quotation lapses if the Product to which the quotation relates is no longer available in the meantime.
4. Baby's Only cannot be bound by quotations if they include an obvious mistake or clerical error.
5. In the event of a combined quotation, Baby's Only may not be required to perform a part of the quotation in exchange for payment of the price stated in the quotation.
6. If the acceptance deviates from the offer included in the quotation, whether on minor points or not, Baby's Only will not be bound by it. In that case, no Contract will be formed in accordance with this deviating acceptance, unless Baby's Only indicates otherwise in writing.
7. The content of all quotation documents – such as descriptions, specifications or images – will remain Baby's Only's property. Furthermore, the quotation documents – for example those regarding measurements, properties and capacities – are as accurate as possible, but not binding.

Clause 5. Conclusion of the Contract

1. Baby's Only may enquire, within the statutory limits, about the Customer's ability to fulfil their payment obligations and about all facts and factors that are important for concluding the Contract in a responsible manner. If Baby's Only has valid grounds not to enter into the Contract based on this investigation, it will have the right to refuse a request or attach special conditions, such as payment in advance, to the performance.
2. The Contract is concluded as soon as the Customer has approved Baby's Only's quotation in writing or orally, or as soon as Baby's Only has commenced with the performance of the Contract with no objection from the Customer.

Clause 6. Obligations on the part of the Customer

1. The Customer must ensure that all information and data required for the performance of the Contract according to the Customer or Baby's Only are provided to Baby's Only in a timely manner. The Customer is responsible for the accuracy and completeness of the information and data, even if they originate from a third party. Baby's Only has the right to suspend performance of the Contract until the Customer has complied with the obligation referred to above.



2. If any facts or circumstances occur of which the Customer knows or can reasonably be expected to know that they are or may be relevant to the performance of the Contract, the Customer will notify Baby's Only of these facts and circumstances without delay.
3. The Customer undertakes to strictly follow Baby's Only's instructions regarding customs clearance for the Products and provide all relevant documents to Baby's Only at its first request, including, but not limited to, the export/import documents of EU Member States and/or third parties that are required to be entitled to export refunds or other subsidies.
4. If the Customer fails in the performance of the obligations referred to in paragraphs 1, 2 and/or 3, and this results in extra costs for Baby's Only or otherwise results in loss for Baby's Only, the Customer will be required to compensate Baby's Only for said costs and loss.

Clause 7. Performance of the Contract

1. Baby's Only is entitled to engage third parties for the performance of the obligations ensuing from the Contract or assign the obligations ensuing from the Contract to third parties in full or in part.
2. Baby's Only is entitled to deliver Products in parts and to invoice the delivered parts separately.
3. If a period was agreed or stipulated for the delivery of the Products, this will never be a strict deadline. If this period is exceeded, the Customer must give Baby's Only written notice of default. This means that the Customer must afford Baby's Only a reasonable period – at least 14 days – to perform its obligations.
4. Baby's Only delivers the Products: Ex Works (in accordance with Incoterms 2020), unless the Parties have agreed otherwise in writing.
5. The Customer is required to accept delivery of the Products when they are made available to them. If the Customer fails to do so – for any reason whatsoever – Baby's Only will be entitled to store the Products at the Customer's risk. The Customer will bear the resulting costs, such as transportation and storage costs.
6. If the ordered Product is no longer deliverable, Baby's Only will be entitled to deliver a similar Product of similar quality as the ordered Product. In that case, the Customer will be entitled to dissolve the Contract free of charge and return the Product free of charge.

Clause 8. Contract Amendments

1. The Customer may request Baby's Only to amend the Contract. Baby's Only is entitled to refuse a request to amend the Contract at any time.
2. If Baby's Only agrees to the Customer's request to amend the Contract, and this results in the full or partial cancellation of the Contract, Baby's Only will have the right to charge the Customer 50% of the agreed payment for the cancelled Products.
3. If Baby's Only agrees to the Customer's request to amend the Contract, and this results in a supplementation of the Contract or the Customer purchasing different Products with a higher price, Baby's Only will make an effort to inform the Customer about the related extra costs. The absence of a written engagement of the Customer or a written price estimate of Baby's



Only regarding the supplementation/amendment of the Contract does not affect Baby's Only's entitlement to payment.

Clause 9. Retention of title

1. Baby's Only will retain title to all Products delivered until all claims of Baby's Only against the Customer (including any collection and other costs and interest related thereto) have been paid in full.
2. Before the transfer of title referred to above, the Customer is not permitted to sell, deliver or pledge the Products or grant any other right thereto to third parties. An exception to this is that the Customer is allowed to do so if this is done in its normal course of business, unless the Customer has filed an application to grant a provisional suspension of payments, a petition for bankruptcy has been filed in respect of the Customer or the Customer is declared bankrupt.
3. Baby's Only is entitled to take back the Products delivered subject to retention of title and still held by the Customer if the Customer fails to ensure that invoices are paid on time or in full or has or is likely to have payment difficulties.
4. The Customer will grant Baby's Only free access at all times to inspect its Products and/or to enable Baby's Only to exercise its rights.

Clause 10. Prices

1. All prices stated by Baby's Only are exclusive of VAT, other government levies, shipping costs and other costs to be incurred in the context of the Contract, unless the Parties have agreed otherwise in writing. If Products must be delivered from another country, Baby's Only will charge any VAT and other government levies in accordance with applicable national and international laws and regulations to the Customer.
2. If a price is based on information provided by the Customer, and it becomes apparent that this information is incorrect, Baby's Only will have the right to adjust the prices accordingly, even after the Contract has already been concluded.
3. Baby's Only is entitled to increase the agreed prices, without the Customer being able to dissolve the Contract, if the price increase results from a right or obligation pursuant to laws or regulations, or as a result of an increase in the price of commodities, materials or wages.

Clause 11. Payment

1. Baby's Only is entitled – even if this is not stated in the quotation or the Contract – to request an advance payment or another form of additional or other security from the Customer prior to the performance of the Contract.
2. Every invoice is subject to a payment term of 30 days from the invoice date, unless the Parties have agreed otherwise in writing or the invoice states a different payment term.
3. If the Customer fails to meet its payment obligation(s) on time and/or in full, the Customer will be in default by operation of law. In that case, the Customer will be required to pay the statutory interest and statutory collection costs to Baby's Only. Furthermore, the Customer will bear all judicial and extrajudicial costs that Baby's Only incurs in order to collect any amounts wrongfully left unpaid by the Customer.



4. Baby's Only is entitled to deduct payments made by the Customer to Baby's Only first from the costs, then from the accrued interest and finally from the principal sum and the accrued interest.
5. If the Customer fails to perform its payment obligations, Baby's Only will be entitled to suspend the performance of the Contract.
6. The Customer is required to lodge complaints regarding an invoice or the amount of an invoice to Baby's Only in writing and in as much detail as possible within seven days after the invoice date. If the Customer has not made their complaints known within seven days after the invoice date, the invoice will be considered to have been accepted. Complaints regarding an invoice will not suspend the Customer's payment obligation.
7. All payment must be made free of any deductions, set-offs and/or costs at the expense of Baby's Only.

Clause 12. Conformity

1. Baby's Only exclusively warrants that the Products conform to the Contract, the specifications stated in the offer, and the Dutch statutory provisions and/or government regulations applicable on the day the Contract is concluded.
2. Baby's Only will inform the Customer as best as possible about the Product delivered. However, any statements regarding properties of a Product do not constitute any guarantee by Baby's Only regarding the Product.
3. Baby's Only provides no guarantee regarding suitability of the Products for the purposes envisaged by the Customer, and Baby's Only will not be liable unless Baby's Only has expressly confirmed the suitability for a certain purpose in writing. The Customer is required to investigate whether the Product is suitable for their specific purposes themselves. Any liability for any damage or loss that may occur during or as a result of the use of the Product is excluded.

Clause 13. Complaints procedure

1. If the Customer has a complaint about a Product and/or other aspects of the services provided by Baby's Only, the Customer must lodge this complaint with Baby's Only in writing within seven days after the Customer became aware or could reasonably have become aware of the complaint. Any complaint must contain a description of the complaint that is as detailed as possible, so that Baby's Only will be able to provide an adequate response.
2. Baby's Only will respond to the Customer's complaint as soon as possible, but in any event within one month after receipt of the complaint. If it is not yet possible to give a substantive or definitive response, Baby's Only will confirm the complaint within one month after receipt and indicate the period within which it expects to give a substantive or definitive response to the complaint.
3. If the Customer lodges a complaint, this will not suspend their payment obligation(s).
4. If Baby's Only concludes that the complaint lodged by the Customer is valid, Baby's Only will arrange a suitable solution at Baby's Only's discretion.



4. If Baby's Only concludes that the complaint lodged is not valid, the Customer will bear the resulting costs – including the costs of the investigation – incurred by Baby's Only.

Clause 14. Suspension and dissolution

1. Baby's Only has the right to dissolve the Contract with immediate effect and/or suspend performance of the Contract – in addition to its statutory rights to dissolve the Contract and suspend performance – if one of the following events occurs:
 - a. if the Customer fails to perform its obligations under the Contract and/or the General Terms and Conditions, or fails to do so in full or on time;
 - b. if, after entering into the Contract, Baby's Only has become aware of information that gives sufficient reason to fear that the Customer will not perform its obligations;
 - c. if an application to grant a provisional suspension of payments has been filed for the Customer;
 - d. if the Customer has been declared bankrupt, or a petition for the Customer's bankruptcy has been filed;
 - e. if attachment is levied against the Customer;
 - f. if a resolution is adopted to dissolve and/or liquidate the Customer;
 - g. if the Customer otherwise loses the power of disposition or legal capacity with respect to their assets or parts thereof.

The Customer is required to inform Baby's Only without delay of the occurrence of one of the events referred to at c through g.

2. If Baby's Only exercises its right to dissolve the Contract or suspend performance, the Customer will bear all ensuing costs and loss incurred and all Baby's Only's claims will become immediately due and payable.
3. The Customer waives all rights to full or partial dissolution of the Contract or full or partial suspension of their payment or other obligations.

Clause 15. Personal data

Baby's Only processes personal data in accordance with its privacy statement. This privacy statement can be found on the Baby's Only website.

Clause 16. Resale on online marketplaces

The Customer is not permitted to resell Products to a final customer through online marketplaces – such as, but not limited to, eBay, Amazon, Etsy and bol.com – unless Baby's Only has granted its written consent to same.

Clause 17. Force majeure

1. Baby's Only is not required to perform any obligation in respect of the Customer if it is prevented from doing so due to a situation of force majeure.
2. In these terms and conditions, force majeure is understood to mean – in addition to what it is understood to mean in law and in case law – all external causes, foreseen or unforeseen, outside of Baby's Only's control and which prevent Baby's Only from performing its obligations,



- such as pandemics, epidemics, failures to perform by suppliers, government measures hindering performance, dangers to public health, disturbances of public infrastructure, general transport problems, strikes, war, terrorist attacks, domestic disturbances or natural disasters.
3. Baby's Only may suspend the performance of its obligations under the Contract for the time that the situation of force majeure continues. If this period of time lasts longer than two months, then the Parties will be entitled to dissolve the Contract without being required to compensate the other party.
 4. If Baby's Only has already performed some of its obligations under the Contract, or is able to still perform these, at the time of the occurrence of the situation of force majeure, then Baby's Only will be entitled to invoice this already performed part or the part still to be performed. The Customer is required to pay this invoice.

Clause 18. Liability

1. The delivery of the Products releases Baby's Only from all liability for defects that the Customer had already discovered or should reasonably have discovered when the Products were delivered.
2. Baby's Only cannot influence how the Customer will ultimately use the Products delivered. The Customer itself is therefore responsible for the use of the Products.
3. Baby's Only is not liable for any loss resulting from Baby's Only relying on incorrect and/or incomplete information provided by or on behalf of the Customer.
4. Baby's Only is not liable for any loss resulting from:
 - a. a failure to follow the instructions for use and/or other manuals of a Product;
 - b. a failure to comply with or follow Baby's Only's instructions regarding a Product;
 - c. repairs to or maintenance of a Product by a party other than Baby's Only;
 - d. improper maintenance of a Product;
 - e. inexpert or careless use of a Product;
 - f. wear and tear as a result of normal use of a Product;
 - g. installation, modification and/or processing of a Product by a party other than Baby's Only;
 - h. a Product having been used for purposes other than the Product intended purpose.
5. Baby's Only is never liable towards the Customer for indirect loss, in any event including – but expressly not limited to – consequential loss, lost profit, lost savings, loss of data and loss due to business interruption.
6. Baby's Only can only be held liable for direct loss resulting from an attributable failure to perform the obligation(s) ensuing from the Contract. Direct loss is understood to mean:
 - a. the reasonable costs incurred to determine the cause and extent of the loss, in so far as this concerns the determination of the loss as referred to in these General Terms and Conditions;
 - b. any reasonable costs incurred to conform Baby's Only's faulty performance to the Contract;



- c. the reasonable costs incurred to prevent or mitigate loss, provided that the Customer can demonstrate that these costs resulted in a mitigation of direct loss as referred to in these General Terms and Conditions.
7. Any right the Customer has to compensation is always subject to the condition that the Customer must report the loss to Baby's Only in writing as soon as possible after the loss has occurred, but in any event within 30 days.
8. Baby's Only's liability is at all times limited to the amount that is paid out under Baby's Only's liability insurance in the case in question. If, for any reason, no payment is made under the aforementioned insurance, any liability is limited to the amount including VAT invoiced for the Contract, or for that part of the Contract to which the liability relates.
9. Any liability of Baby's Only lapses six months after the date on which the Contract was terminated through delivery, dissolution or otherwise.
10. The limitations of Baby's Only's liability included in these General Terms and Conditions do not apply if the loss can be attributed to deliberate intent or recklessness on the part of Baby's Only.

Clause 19. Indemnities

The Customer indemnifies Baby's Only against all third-party claims in connection with or ensuing from the legal relationship between Baby's Only and the Customer.

Clause 20. Final provisions

1. If these General Terms and Conditions have been drawn up in another language, the Dutch version will prevail in the event of any ambiguities, imperfections or contradictions in/due to the translation.
2. The Contract is subject to Dutch law, even if all or part of the Contract is performed abroad or the Customer resides abroad.
3. In case of a conflict between a provision of these General Terms and Conditions and a provision of the U.N. Convention on Contracts for the International Sale of Goods (CISG), the provisions of these General Terms and Conditions will prevail.
4. To the extent that the rules of mandatory law do not prescribe otherwise, any dispute that may arise further to the Contract will be submitted to the competent Dutch court in the district where Baby's Only has its registered office.
5. Any legal proceedings will be conducted in the Dutch language.
6. The parties will not petition the court until after they have made an effort to resolve the dispute in mutual consultation.