



M&M Royalty Fashion Design B.V.
General Terms and Conditions

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Terms and Conditions of M&M Royalty

In this document you will find the General Terms and Conditions of M&M Royalty Fashion Design B.V. (hereinafter referred to as M&M Royalty). M&M Royalty rejects all General Terms and Conditions of other Parties, unless otherwise stipulated in the Agreement or in these General Terms and Conditions. You cannot derive any other rights than those shown in these General Terms and Conditions.

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Chamber of Commerce No. 82618496

1. Definitions

- **Day:** calendar day;
- **Digital content:** data produced and supplied in digital form;
- **M&M Royalty:** M&M Royalty Fashion Design B.V., registered under Chamber of Commerce number; 82618496, hereinafter referred to as the following; M&M Royalty.
- **Client:** the party that sets out an Assignment with M&M Royalty for the performance of a Service or the acquisition of a product.
- **Service:** any service offered by M&M Royalty, as offered via the website or by any other means, including (but not limited to) posting messages on social media;
- **Agreement:** any agreement that, regardless of the way, is concluded between M&M Royalty and the Client;
- **Parties:** M&M Royalty and Client jointly mentioned;
- **Written communication:** all communication that does not take place verbally, digital communication also falls under this formulation.

2. Applicability

1. These General Terms and Conditions of M&M Royalty apply to every offer of, and Agreement between M&M Royalty and client, to which M&M Royalty has declared these General Terms and Conditions applicable. The general terms and conditions of the Client (if present) are in principle rejected. Only if the Parties have expressly agreed to in writing do the General Terms and Conditions of Client apply.
2. If these General Terms and Conditions are deviated from, the other provisions will retain their validity.
3. Amendments to these General Terms and Conditions agreed to in writing only apply to the cases determined in that specific Agreement.
4. The General Terms and Conditions do not have to be expressly agreed again and again after being accepted for the first time, but are deemed to have been tacitly accepted. This applies to all further Agreements between M&M Royalty and the Client.

3. Offer and quotation

1. M&M Royalty makes an offer on the website or in the form of a written offer to the Client.
2. The offer as described on the website is accepted after payment in the webshop.
3. Quotations made on the website include VAT. If the prices are exclusive of VAT, this will always be indicated.
4. If M&M Royalty makes an offer to the Client, the offer made by M&M Royalty will be drawn up on the basis of information provided by the Client.

4. Agreement

1. The Agreement between M&M Royalty and the Client is concluded by offer and acceptance (Article 6:117 of the Dutch Civil Code). The Agreement can only be concluded *in writing*.

2. Only after written agreement between M&M Royalty and the Client will M&M Royalty proceed with the execution of the Agreement.
3. Employees of M&M Royalty or third parties engaged by M&M Royalty cannot make binding agreements with the Client. Commitments (whether orally or in writing) do not bind M&M Royalty until and to the extent that they have been confirmed by an authorized representative of M&M Royalty.
4. Changes and/or additions to the Agreement are only possible if both parties explicitly agree in writing.
5. It is up to M&M Royalty to assess whether M&M Royalty has failed to fulfil one or more obligations (under the Agreement). After all, all work is carried out on the basis of information provided by the Client.
6. Once purchased services, cannot be exchanged, reversed or returned, if it concerns a specialized product.
7. Specialized products cannot be modified or revoked. These goods are made based on information from the Client and can therefore not be used for another purpose than the Client had in mind.

5. Execution of the Agreement

1. M&M Royalty guarantees that a delivered item complies with the Agreement. The assessment of whether the goods delivered by M&M Royalty comply with the Agreement is up to M&M Royalty.
2. The Client can never claim the provisions of paragraph 1 of Article 5 if he, or a third party, without the prior written consent of M&M Royalty, have performed or had performed changes, or other related work on the goods delivered by M&M Royalty, or if the Client itself is at fault for the fact that the delivered goods (and/or services) by M&M Royalty are not in accordance with the Agreement.
3. Only if this has been expressly agreed in writing is M&M Royalty obliged to follow the instructions of the Client in a timely and responsible manner in the performance of the services. M&M Royalty will make every effort to accommodate reasonable requests.
4. M&M Royalty will always exercise due care in the execution of the Agreement.
5. M&M Royalty may cooperate with third parties in relation to the manufacture of goods.

6. Collaboration with M&M Royalty

1. If Parties agree to enter into a partnership, the agreed terms in the Agreement and the General Terms and Conditions of M&M Royalty are leading.
2. The Parties are entitled to terminate the partnership at the moment that the Agreement is not complied with, taking into account a possibility to rectify the defect.

7. Delivery

1. Delivery takes place within the period indicated by M&M Royalty, the indicated delivery period is not an absolute term. The delivery period starts when M&M Royalty has received all the necessary documents and information of Client.
 - a) For normal products shipped inside the Netherlands, M&M Royalty attempts to deliver within three working days;
 - b) For normal products shipped outside the Netherlands, in view of circumstances, M&M Royalty attempts to deliver within ten working days;
 - c) For specialized products, a separate delivery period is indicated by M&M Royalty based on the information from the Client and characteristics of the specialized products.
2. M&M Royalty may refuse work at any time. The amount of money already paid by the Client will then be refunded to the Client's bank account within 30 days.

3. M&M Royalty delivers, at the discretion of M&M Royalty, an end product that complies with the Agreement with the Client.

8. Prices

1. The price for the services and products to be delivered or performed is the price stated in the offer on the website of M&M Royalty or the offer/quotation to the Client drawn up by M&M Royalty. The prices of the offered services and products will not be increased without the Client having been informed of this during the period indicated in the offer.
2. If no period as referred to in Article 9 paragraph 2 is described in the offer, a period of 30 (thirty) days will apply.
3. If the offer is accepted by the Client outside this period, the assessment of the validity of the acceptance will be entirely on the side of M&M Royalty .
4. If M&M Royalty is of the opinion that the acceptance outside the term of the offer is not valid, M&M Royalty will again send a quotation to the Client, whereby the period is also 30 (thirty) days.
5. M&M Royalty reserves the right to change prices displayed on the website.

9. Payment terms

1. M&M Royalty asks for a direct payment among other things via iDEAL or credit card on the website. Payment is seen as acceptance and start for the manufacture or delivery of the ordered goods.
2. If M&M Royalty makes an offer, a payment term will in principle be included in the offer.
3. In principle, the payment term for an offer must be paid in full within 30 days of receipt by the Client.
4. If payment is not made, M&M Royalty will send one reminder with a payment term of 30 days, commencing after receipt of the reminder.
5. In the event of non-payment of the payment reminder, M&M Royalty will send a second reminder. This second reminder must be paid within three days. Administration costs will be charged for sending the reminder. If the second payment reminder is not paid in full on time, the claim will be handed over to a collection agency.
6. After non-compliance with the second reminder, the claim will be handed over to a collection agency. This party will collect the claim in full. Any additional costs will be borne by the Client.
7. If M&M Royalty deems it necessary, a deposit of up to 50% of the invoice values may be requested.

10. Statutory interest/extrajudicial collection costs

1. In the event of late payment of the amount due, M&M Royalty has the authority to charge the statutory interest ex. 6:119 of the Dutch Civil Code, counting from the date of commencement of the default.
2. The extrajudicial costs incurred by a party to enforce payment of a debt may be charged to the failing Client.

11. Liability

1. Any liability, both contractual and extra-contractual, (except for liability due to intent or gross negligence) of M&M Royalty and - if this should occur - its directors and employees, is limited to the amount stated on the invoice.
2. If M&M Royalty should be liable, this liability is limited to what is regulated in this provision.
3. M&M Royalty is not liable for damage, of whatever nature, caused by M&M Royalty assuming incorrect and/or incomplete information provided by or on behalf of the Client.

4. If M&M Royalty should be liable for any damage, the liability of M&M Royalty is limited to a maximum of one time the invoice value of the order, at least to that part of the order to which the liability relates. If the assignment continues for more than six months, the aforementioned liability will be limited to an amount equal to the total amount that M&M Royalty has received from the Client in the context of the assignment in the last 2 months before the damage occurred.
5. M&M Royalty is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of M&M Royalty comply with the Agreement, insofar as it belongs to M&M Royalty. and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to the limitation of direct damage as referred to in these General Terms and Conditions.
7. M&M Royalty is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
8. The Client indemnifies M&M Royalty against all claims from third parties, and will reimburse M&M Royalty for the costs it incurs or will incur in connection with the defence against such claims by third parties, which are related to or arise from work performed by M&M Royalty under the Agreement(s) with the Client.
9. Contrary to the statutory limitation periods, the limitation period of all claims and defences against M&M Royalty and the auxiliary persons involved by M&M Royalty in the performance of an Agreement is 5 years.
10. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of M&M Royalty or its managerial subordinates.
11. The responsibility with regard to documents/pieces supplied by the Client lies with the Client. M&M Royalty cannot be held liable for copyright violations or errors by the Client with regard to these documents/pieces.

12. Right of revocation

1. The Client may revoke an Agreement relating to the purchase of a product on the website during a period of 14 days without giving any reason. M&M Royalty may ask the Client about the reason for revocation, but may not oblige Client to state the reason(s).
2. The revocation period referred to in article 12 paragraph 1 starts on the day after the Client, or a third party designated in advance by the Client, who is not the carrier, has received the product, or:
3. If the Client has ordered several products in the same order: the day on which the Client, or a third party designated by him, has received the last product. M&M Royalty may, provided that it has clearly informed the Client about this prior to the ordering process, refuse an order for multiple products with a different delivery time.
4. If the delivery of a product consists of several shipments or parts: the day on which the Client, or a third party designated by him, has received the last shipment or the last part;
5. If the Client wishes to exercise his right of revocation, he will report this within the revocation period by means of an e-mail to M&M Royalty for revocation or in another unambiguous manner.
6. As soon as possible, but in any case within 14 days from the day following the notification referred to in Article 12 paragraph 1, the Client will return the product, or hand it over to (an authorised representative of) M&M Royalty. This is not necessary if M&M Royalty has offered to pick up the product itself. The Client has in any case met the return period if he returns the product before the revocation period has expired.

7. The Client shall return the products with all accessories supplied, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by M&M Royalty.
8. If the products are not returned in full, the client's right of revocation lapses
9. The risk and the burden of proof for the correct and timely exercise of the right of revocation lies with the Client.
10. The Client bears the direct costs of returning the goods. The Client does not have to bear the costs for return if M&M Royalty explicitly indicates that it will bear the costs itself.
11. If the Client exercises his right of revocation, all additional Agreements will be dissolved by operation of law.
12. Specialized products are not covered by the right of revocation. When concluding the Agreement, M&M Royalty will make clear to the Client whether it concerns a specialized product.

13. Obligations of the Client during the revocation period

1. During the revocation period, the Client will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point is that the Client may only handle and inspect the product as he would be allowed to do in a store.
2. The Client is only liable for depreciation of the product that is the result of a way of dealing with the product that goes beyond what is permitted in Article 13 paragraph 1.

14. Complaints

1. If the Client has a complaint with regard to the services or products of M&M Royalty, the Client must provide clear, written explanations about this. The complaint must be communicated to M&M Royalty within 14 days after the (reasonably) discovery of the complaint.
2. The assessment of a complaint is always on the part of M&M Royalty.
3. M&M Royalty strives to handle the complaint within a period of 10 working days, or as soon as possible. The given term is not a deadline.
4. The complaint will be handled in a manner determined by M&M Royalty. M&M Royalty can discuss a possible solution of the complaint with the Client.
5. In principle, handling of the complaint always takes place by telephone or e-mail. If the seriousness of the complaint so requires, M&M Royalty may decide to handle the complaint in person.

15. Force majeure

1. M&M Royalty is not liable for damages resulting from circumstances that could not have been foreseen for M&M Royalty at the time of entering into the Agreement . Such circumstances include: lack of raw materials, factory failure of any kind, strike, exclusion of or lack of workers, quarantine, epidemics, pandemics, natural disasters, mobilization, martial law, state of war or war, traffic jamming in railways or lack of means of transport, traffic blockades, illness regardless of the reason or cause thereof, server failures, hacking or other unforeseen circumstances that were not known. when entering into the Agreement.
2. M&M Royalty has the right to suspend or dissolve the performance of the Agreement in the event of force majeure. M&M Royalty reserves the right to invoice the part of the Agreement that has already been executed to the Client.
3. If M&M Royalty later executes a temporarily suspended part of the Agreement, the Client will owe the entire agreed consideration without any form of discount.

16. General Data Protection Regulation

M&M Royalty complies at all times with the applicable privacy legislation (the General Data Protection Regulation). For more information about this, you can consult the [privacy statement of M&M Royalty](#). M&M Royalty also concludes processing agreements with the Parties, if this is required by privacy legislation.

17. Conversion

If and insofar as any provision of the Agreement and these General Terms and Conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous nature, the relevant provision with regard to the content and purport will in any case have as much additional meaning as possible, so that it can be invoked by M&M Royalty.

18. Aftereffects

The provisions of these General Terms and Conditions of M&M Royalty, of which it is expressly or tacitly intended that they remain in force even after termination of an Agreement, will remain in force afterwards and will continue to bind both parties.

19. Conflicting clauses

In the event that these General Terms and Conditions and offer/quotation/order confirmation contain conflicting conditions, the conditions included in the offer/quotation/order confirmation shall apply. In all other cases, these General Terms and Conditions are leading.

20. Applicable law

All Agreements between the Client and M&M Royalty are declared to be governed by Dutch law.

21. Choice of forum

M&M Royalty reserves the right to submit disputes to the competent court located in the Netherlands according to the law.

22. Modification of the General Terms and Conditions

Taking into account the possible evolutions of the website and the working method of M&M Royalty, M&M Royalty reserves the right to amend or change these General Terms and Conditions at any time. In that case, the new General Terms and Conditions will be communicated to the Client by (online) change and will apply to every Agreement that is realized after the change.

23. Final provision

In all cases where these General Terms and Conditions do not provide, the Agreement will be interpreted in the light of these General Terms and Conditions and in reasonableness and fairness.

Do you have questions about our Terms and Conditions? Please feel free to contact us via the details below!

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