

# Terms and Conditions MrBully Inc

KvK 12042198  
Tax-number NL154554601B02

## Article 1. General.

1.01 These terms and conditions apply to all agreements with MrBully Inc for the sale and delivery of various products and/or services both through our website as on location.

1.02 Deviations and/or additions to these terms and conditions only apply if confirmed to the customer in writing. MrBully Inc maintains the right to change these terms and conditions.

1.03 By placing an order with MrBully Inc, you accept these terms and conditions. The order is final when items and personal information has been confirmed in the checkout screen on the websites of MrBully Inc, by clicking the button Send, or by handing over the cash payment on location.

1.04 For all information provided by MrBully Inc image changes and price changes are reserved, as well as print- or typing errors.

## Article 2. Offers.

2.01 All offers and quotations, in all forms, are always non-committal, ineffective and subject to availability, unless otherwise agreed upon.

2.02 MrBully Inc maintains the right to refuse an order without providing a reason.

## Article 3. Prices.

3.01 Price quotations are always done based on the current prices at the time of the quotation. Quotations will therefore always contain a term after which no rights can be derived from the quotation any more.

3.02 The item prices are, unless mentioned otherwise, based on cash payment or payment in advance, with taxes, in euro's and without shipping cost.

3.03 You may not do any reckoning.

3.04 All item prices with MrBully Inc are always for 1 piece, unless expressly mentioned otherwise.

## Article 4. Blind products.

4.01 Under blind products fall all products in a completely sealed packaging which hides the exact content of the item.

4.02 Blind products can never under any circumstance be returned when opened.

## Article 5. Customer Exclusion.

5.01 Repeatedly ordering without further communication or payment can result in an exclusion from placing any further orders.

5.02 MrBully Inc maintains the right to refuse any customer order.

## Article 6. Payment.

6.01 Except for payment in cash with delivery, all ordered items have to be paid for within 10 working days after placing the order. Only after receiving payment will MrBully Inc go through with the delivery.

6.02 Payment can be completed in cash at our location. Internet orders can be paid to our bank account IBAN NL201INGB0001928505, BIC INGBNL2A in name of MrBully Inc in Lelystad with name or customer number and order number in the description, or through PayPal, iDeal, iDeal Later, Mister Cash and Sofort Banking and through further instructions provided by MrBully Inc. Costs for the payment are never at the expense of MrBully Inc and are indicated on the website.

6.03 Not paying in time gives MrBully Inc the right to suspend it's part in the agreement with the customer, or dissolve the agreement, without giving the customer the right to derive any right or compensation from the agreement or dissolution of the agreement, nor any right to claim any loss, profit loss or any other damage.

6.04 Cash payment at our location is only applicable if the ordered items are picked up at our location.

6.05 Other payment options then mentioned in these terms and conditions (payment in advance or payment in cash under the terms mentioned) are not accepted.

6.06 MrBully Inc maintains the right to cancel any order before the payment period has ended if MrBully Inc has reasons to doubt the customer, for instance a total lack of communication from the customer.

## Article 7. Shipping and Delivery.

7.01 Orders are shipped worldwide.

7.02 Transport is done by MrBully Inc or a by MrBully Inc designated transporter, unless otherwise indicated specifically by MrBully Inc beforehand. MrBully Inc has the right to make partial shipments.

7.03 MrBully Inc does not require a minimum ordered items of minimum order amount. The shipping costs are automatically calculated by the weights and sizes of the ordered items. This can not be debated.

7.04 MrBully Inc does not ship any order as normal mailbox mail. All orders are shipped as packages due to the lack of delivery guarantees on mailbox mail. Packages that are small enough to be shipped as a mailbox package, automatically have that option available for shipping. If the option is not available, this can not be debated.

7.05 The delivery indications given by MrBully Inc are just indications. Exceeding the delivery indication does not warrant any compensation.

7.06 Items that are in stock, will be shipped as soon as possible after receiving payment. If product is not in stock, the delivery time can be 1 to 2 weeks.

7.07 If one or more items are not in stock or temporarily not available, MrBully Inc will place these in back order. You will get a confirmation of this in the mail. This gives you the option to cancel this item within 1 day. Your order will of course be shipped as soon as the item is back in stock.

7.08 If n item can not be supplied any more, or is cancelled after it has been placed in back order, MrBully Inc will return the paid amount to your bank account.

## Article 8. Direct Sale on Location.

8.01 All the stated terms and conditions on payment and delivery apply to online sales, unless mentioned otherwise.

8.02 All sales on location that can not be fulfilled immediately, in other words that have to be delivered later, fall under the same terms and conditions as online sales.

## Article 9. Reclamation.

9.01 Any reclamation on unsound and/or incomplete delivery or the operation of services, need to be done immediately, however at least within legal period of 14 calendar days after receiving the order. Reclamations are only excepted by mail or email, and have to contain the personal information and order information, as well as a clear description of the reason

for reclamation with evidence included. This to give MrBully Inc the opportunity to investigate the legitimacy and nature of the reclamation.

9.02 The customer that has not inspected the supplied items on their reliability within 1 day of receiving them, can be considered to find the order in good order.

9.03 Items supplied by us can only be returned after timely reclamation, after being shipped back to us. And the item had to be carefully handled by the customer and carefully shipped back. Items need to be returned to MrBully Inc within the legal period of 14 calendar days.

9.04 Items returned to us with seriously damaged packaging, have lost 1/3 of their sales value. Items returned to us without their packaging, or in packaging that has lost its sales value due to damage, have lost 2/3 of their sales value. The diminished sales value will be deducted from the returned amount.

9.06 Customers can not withhold payment due to reclamations.

9.07 Damages to other items besides the bought items can not be recovered from MrBully Inc.

## Article 10. Ownership.

10.01 The ownership of delivered items will change from MrBully Inc to the customer after the customer has paid the sales price (including any interest, fines and shipping costs) for this agreement to MrBully Inc.

10.02 If the customer does not comply to any of the obligations of the agreement, MrBully Inc has the right to reclaim items without any notice of default.

10.03 The customer is obligated to inform us if any goods, still in our ownership, have been impounded.

10.04 It is not allowed to pledge any good supplied by us completely or partially to third parties, until the complete payment has been completed.

## Article 11. Warranty.

11.01 Unless expressly agreed to in writing by MrBully Inc, there is no warranty on any supplied items. In the cases where MrBully Inc has given warranty on any item, this warranty is for the same period as given by the producer of the item, unless expressly agreed to in writing by MrBully Inc. The original invoice of the purchase will always need to be supplied to claim warranty.

11.02 In the cases where MrBully Inc has given warranty, this expires if the goods under warranty have not been used as they are intended to be used, used injudiciously, usage regulations have not been observed, unprofessional repairs have been made, changes have been made, or numbers have been maimed or removed.

11.03 Normal wear and tear or damage to items other than the ordered items can never be claimed under warranty.

## Article 12. Trademark.

12.01 The trademarks and type or identification numbers on any products supplied by MrBully Inc can not be removed, damaged or changed.

## Article 13. Liability.

13.01 MrBully Inc excludes any responsibility, not regulated by law. Any possible responsibility for MrBully Inc will never exceed the total amount of the order. Barring the general laws of public order, MrBully Inc is not obligated to make any compensation for damages, in any way, shape or form, direct or indirect, for any trading loss, for any goods or properties, for our customer or third parties. MrBully Inc is not obligated to any compensation for damages caused by the use of the delivered goods, or because the goods are not suitable for the purpose the customer bought it for. By simply accepting the goods of having the goods accepted for you, MrBully Inc is excluded from any reclamation from the customer and/or a third party, no matter how the damage is caused, by the composition and/or factory errors, or any other reason.

## Article 14. Images.

14.01 All images, drawings, information on weights and sizes and colours and so forth, as stated on the website, in communications or on paper, are approximations and an not be a reason for reclamation or dissolution.

14.02 All images are the property of MrBully Inc, or are used by MrBully Inc with permission of the owner, and can not be copied or in any other way used by third parties without express permission from MrBully Inc or the owner.

## Article 15. Privacy.

15.01 To guarantee your privacy, MrBully Inc never distributes personal information to third parties. All data is only stored for accounting purposes and can not be accessed by any other people or business.

## Article 16. Disclaimer.

16.01 MrBully Inc is in no way affiliated to, part of, or originated from any other company. MrBully Inc is completely independent.

16.02 The name MrBully Inc and the MrBully Inc Logo are in no way inspired by, copied from, or originated from any other brand name, company name, brand logo of company logo. Both are conceived by the owner of MrBully Inc.

16.03 MrBully Darts was founded on April 18 2006 in Lelystad, number Chamber Of Commerce registration 12042198. On October 1 2006 the name was changed to Dream Darts. Ever since March 10 2008 all activities are done under the name MrBully Inc.

## Article 17. Relevance.

17.01 All agreements and transaction fall under Dutch Law. If Dutch Law applies, parties will only submit any disputes to a competent judge.