



Article 1: Applicability, definitions

1. Rebelcell: the private company Rebelcell B.V. established in Oegstgeest and the affiliated independent dealers or distributors (suppliers) who sell the Products with Rebelcell's permission.
2. General terms and conditions (Terms and Conditions) apply to and form an inseparable whole with all requests, offers, agreements in which Rebelcell or an affiliated dealer or distributor acts as supplier. If the Terms and Conditions are changed at the time a contract is effective, the most current set of terms and conditions applies by operation of law.
3. General terms and conditions of the Other Party, under any title, are expressly rejected and shall not at any time apply to the relationship between Rebelcell and the Other Party.
4. Other party: any natural person, legal entity or partnership, as well as its representative(s), authorised representative(s) and assignee(s), who has entered into or wishes to enter into an agreement with Rebelcell, either directly or through third parties for the sale of the products to end users/consumers or in the case of a natural person (consumer) who purchases the Products for their own use.
5. In writing: the exchange of information by letter, e-mail, or any other form of communication generally considered acceptable in society.
6. Products: the lithium ion batteries to be supplied and/or supplied by Rebelcell and any associated Products such as chargers, accessories and so on.

Article 2: Offer, quotations, prices and conclusion

1. Every offer and quotation from Rebelcell are submitted without obligation and can be changed or revoked at any time prior to the conclusion of the agreement by Rebelcell without stating reasons.
2. If information from the Other Party is required for the issue of a quotation, the Other Party will ensure that the information is provided timely, accurately and completely and the Other Party indemnifies Rebelcell against all claims including those of third parties arising from any provided incorrect and/or incomplete information.
3. An offer/quotation accepted by the Other Party is only binding if it has been confirmed in writing by Rebelcell. Verbal agreements between parties, as well as changes to agreements made and these Terms and Conditions, must be confirmed in writing before the conclusion of an agreement.
4. Cancellation by the Other Party of the agreement after its conclusion is possible in case of a standard Product and in case Rebelcell has not yet commenced implementation. In case of a so-called custom Product, cancellation can only take place if Rebelcell agrees to this in writing and all costs incurred by Rebelcell in connection with this specific Product are paid by the Other Party.
5. All prices are based on delivery Ex Works [Incoterms 2010], and are exclusive of VAT, including cost of transport, packaging materials, import duties and other levies, taxes and duties.
6. In case of any wage increases, price increases of materials, increase of government charges, social security charges, taxes and levies as well as a change in currency ratios or other price-determining factors after the date on which the agreement was concluded, Rebelcell is entitled to either charge the Other Party a proportional price increase or terminate the agreement.
7. If the offer/quotation is based on information provided by the Other Party and this information proves to be incorrect or incomplete or changes afterwards, Rebelcell has the right to adjust the quoted prices and/or delivery terms, without being liable for any resulting damage, which is at the expense of the Other Party.
8. If Rebelcell has concluded an agreement with the Other Party in which the applicability of these Terms and Conditions has been agreed, then these Terms and Conditions also apply to the subsequent agreements and/or assignments.
9. The prices stated in the quotation only relate to the number of Products mentioned in the quotation in question. If the Other Party subsequently purchases similar Products, this constitutes a new transaction with possibly different prices.

Article 3: Delivery, delivery times

1. The deadlines indicated by Rebelcell are indicative and shall not be considered deadlines. If Rebelcell fails to meet its delivery obligations or fails to do so in time, the Other Party must give Rebelcell written notice of default and grant a reasonable period of time to still meet these delivery obligations. If Rebelcell is unable to perform within the stated period, the Other Party has the right to terminate the agreement in writing with a reasonable notice period. Rebelcell will under no circumstances be liable for any damage suffered by the Other Party.
2. The agreed delivery period commences on the date on which Rebelcell has sent the order confirmation and all formalities of the agreement have been met, such as but not limited to payment of the agreed price, possession of the necessary documents, data, permits, etc. If this causes a delay, the delivery period will be extended proportionally.
3. Delivery takes place Ex Works, whereby the risk is transferred to the Other Party at the time of delivery. The Other Party is responsible for taking out any required risk insurances.
4. Rebelcell is entitled to partial delivery, whereby each partial delivery can be invoiced separately.
5. The risk for the Products to be delivered is transferred to the Other Party at the time of delivery. The date of delivery is the time at which Rebelcell has informed the Other Party that the Products are ready for delivery or have been brought under the control of the Other Party.
6. If the Products have not been purchased by the Other Party after expiry of the delivery time as indicated above under 5, Rebelcell will give the Other Party written notice of default and still grant a period of 5 working days for delivery. From that moment, the Products are stored for the account and at the risk of the Other Party (test)
7. If the Other Party fails to meet its purchase obligation after the period referred to in paragraph 6, it will instantly be in default. Rebelcell shall at such time have the right to terminate the agreement in whole or in part with immediate effect by a written statement and to sell the Product to third parties while there will be no obligation for Rebelcell to compensate damage, costs and interest. The above is without prejudice to the obligation of the Other Party to reimburse any (storage) costs, delay damage, loss of profit or other damage or the right of Rebelcell to claim compliance.

Article 4:**Complaints and returns**

1. The Other Party must immediately check the delivered Products for any shortages or visible defects, faults or damage and state them on the waybill or accompanying receipt. In the absence of a waybill or accompanying receipt, the Other Party must report the defects, faults and so on to Rebelcell within 2 working days upon receipt of the Products, followed by a written confirmation. In the absence of such a report, the Products are deemed to have been received in good condition and to meet the agreement. Slight differences in colour and/or finish do not constitute grounds for a complaint or a claim and are not grounds for terminating the agreement.
2. Other complaints must be reported to Rebelcell in writing immediately after discovery - and at the latest within the agreed guarantee period. All consequences of failure to report immediately are at the risk of the Other Party. If no explicit guarantee period has been agreed, a period of 1 year after delivery applies.
3. If a complaint has not been reported to Rebelcell within the periods stated in the preceding paragraphs, no claim can be made against an agreed guarantee.
4. Complaints do not suspend the payment obligation of the Other Party.
5. The Other Party must enable Rebelcell to investigate the complaint and provide all relevant information to Rebelcell. If, in the opinion of Rebelcell, a return shipment is required for the investigation of the complaint, this will be at the expense of the Other Party, unless the complaint is subsequently found to be valid. The transport risk is at all times for the Other Party.
6. In all cases, return shipment takes place in a manner to be determined by Rebelcell and in the original packaging, with the original invoice. Return shipments without prior consultation with Rebelcell will not be processed.
7. No complaints can be made about Products that have changed in nature and/or composition after receipt by the Other Party or that have been wholly or partially been treated or processed.
8. Complaints can only be reported to and will only be dealt with by the party that has concluded the purchase agreement with the Other Party, who, in some cases may therefore be the distributor or the dealer.
9. If the complaint is found to be valid, Rebelcell is only obliged to replace or repair the defective item. The Other Party is not entitled to any compensation.

Article 5:**Guarantees**

1. Rebelcell ensures that the agreed deliveries are executed properly and in accordance with the standards applicable in its sector, but shall not provide a more extensive guarantee with regard to these deliveries than stipulated in the express agreement made between the parties and excludes the statutory regulations to the extent permitted.
2. Rebelcell guarantees that during the period referred to in this article from the date of sale, any Rebelcell battery or other Products sold by it and its affiliated dealers and distributors is free from defects in material and workmanship. If, despite all care taken, the battery does not meet the specifications within the guarantee period, Rebelcell will repair or replace the battery and/or parts of the battery. A precondition for the applicability of the guarantee is strict compliance with the user instructions and the available Rebelcell documentation and guidelines. Rebelcell is not responsible for costs related to installation/removal, testing of electrical systems, charging the battery, loss of time or other costs that should be considered as incidental damage, including all shipping costs.
3. The guarantee period referred to in paragraph 2 for the batteries is 2 years, and for other Products 1 year.
4. The guarantee cannot be invoked in the event of defects or faults, loss of quality or damage to the Products caused by normal use, aging of the Products during storage by or on behalf of the Other Party before the Products are put into use and if the defects are related to:
 - damage caused by abuse/neglect,
 - damage caused by dispatch, loose clamping bolts, or if manufacturer's codes have been adjusted, damaged or removed;
 - incorrect installation of the battery, incorrect maintenance or if the battery is not charged correctly and in accordance with the regulations. For example, all bolts must be securely tightened with suitable tools (such as socket wrench) and not only manually to prevent overheating due to loose connections;
 - breaking due to collision, fire or freezing - including damage due to extreme heat or cold, improper storage, water damage;
 - external influences such as dropping, lightning, water, corrosion, incorrect transport;
 - by using an unsuitable charger;
 - improper use, use contrary to the intended use of the Product, or use contrary to the instructions, manuals, instructions for use, (maintenance) regulations and the like provided by Rebelcell;
 - improper storage or incorrect or untimely maintenance of the Products;
 - errors or omissions in the information provided to Rebelcell by or on behalf of the Other Party;
 - all claims from third parties as a result of a defect in a product in which the Other Party has incorporated the Rebelcell Product;
 - as a result of the Other Party's choice that differs from the advice given by Rebelcell;
 - because repairs or other work or processing has been carried out by or on behalf of the Other Party, without the express prior permission of Rebelcell.
5. The agreed guarantee applies exclusively to the first owner and is not transferable to third parties.
6. The guarantee cannot be invoked if the serial number has been changed, made illegible or removed.
7. The guarantee cannot be invoked as long as the Other Party has not yet paid the price agreed for the Product.
8. In the event of a valid claim to the guarantee, Rebelcell will - at its option - arrange for repair or replacement of the Product or for repayment of or a discount on the agreed price free of charge. In case of additional damage, the provisions of the liability article included in these general terms and conditions apply.
9. Products that are returned to Rebelcell under the terms of the guarantee scheme become the property of Rebelcell if the Product is replaced by a new Product.

10. The costs and shipping of a Product (a return) while there is no coverage under guarantee, are at the expense of the Other Party. Rebelcell reserves the right in such cases to also charge the research costs that must be paid before the Product is returned.
11. In accordance with the provisions of paragraph 4 of this Article, the guarantee does not apply to a battery that has reached the end of its service life before the end of the guarantee period. This may be the case, among other things, if a Product is used more frequently than is usual for this type of Products.

Article 6: Liability

1. In addition to the guarantees explicitly agreed upon or given by Rebelcell, Rebelcell accepts no liability whatsoever.
2. Without prejudice to the provisions of the previous paragraph, Rebelcell is only liable for the direct damage suffered by the Other Party that is a direct result of a demonstrable attributable shortcoming in the obligations vested in Rebelcell arising from the agreement effective between the parties. Rebelcell is not liable for indirect damage, such as but not limited to consequential damage, immaterial damage, delay damage and/or personal injury, loss of profit, loss of use or the inability to use the goods.
3. The Other Party must take any measures required to prevent or limit the damage.
4. If Rebelcell is liable for damage suffered by the Other Party, the obligation to compensate Rebelcell is at all times limited to a maximum of the amount paid by its insurer in the relevant case. If the insurer does not pay or the damage is not covered by an insurance policy taken out by Rebelcell, the obligation to pay compensation from Rebelcell is limited to a maximum of the invoice amount for the Products delivered.
5. Every (legal) claim expires after one year.
6. The Other Party must sue Rebelcell within 3 months after it has become aware of or could have become aware of the damage it has suffered.
7. Rebelcell bears no liability and the Other Party cannot invoke the applicable guarantee if the damage arises from the situations referred to in Article 5, paragraph 4.
8. In the cases listed in the previous paragraph, the Other Party bears full liability for all resulting damage and expressly indemnifies Rebelcell against all claims from third parties for compensation for such damage.
9. The limitations of liability included in this article do not apply if the damage is demonstrably due to intent and/or deliberate recklessness on the part of Rebelcell or the management staff at management level or if mandatory legal provisions dictate otherwise.

Article 7: Payment

1. Payment of the invoice amount must be made within 5 working days after the invoice date, without any discount or offsetting amounts. If the Other Party fails to pay on time, it will immediately be in default without any notice of default being required. In addition, the accuracy of an invoice is established if the Other Party has not objected within this payment period.
2. If an invoice has not been paid or has not been paid in full or a direct debit has failed after the expiry of the period referred to in the previous paragraph, the Other Party will be in default and the Other Party, not being a consumer, will, up to the moment of full payment, be due a (commercial) default interest as referred to in Book 6, article 119a in conjunction with Book 6, article 120 paragraph 2 of the Dutch Civil Code on the outstanding amount due with a minimum of 9%.
3. If, after a reminder by Rebelcell, payment is still not received, Rebelcell is furthermore entitled to charge the Other Party extrajudicial collection costs amounting to 15% of the invoice amount with a minimum of € 150.00.
4. In the absence of full payment by the Other Party, Rebelcell has the right to dissolve the agreement, without further notice of default by a written statement or to suspend its obligations under the agreement, until the Other Party has paid after all or has provided adequate security. Rebelcell moreover has the aforementioned right of suspension if it has reasonable grounds for doubting the creditworthiness of the Other Party even before the Other Party is in default with the payment.
5. Payments made by the Other Party will first be deducted by Rebelcell from all interest and costs owed and subsequently from the longest outstanding invoices, unless the Other Party states in writing that the payment is related to a later invoice.
6. The Other Party has no right of offsetting any amounts. This also applies if the Other Party applies for (provisional) suspension of payment or is declared bankrupt.

Article 8: Retention of title

1. Rebelcell reserves the ownership of all Products delivered and yet to be delivered under the agreement until the time that the Other Party has settled all its payment obligations to Rebelcell.
2. The payment obligations referred to in the previous paragraph consist of paying the purchase price of the Products plus claims related to the delivery and claims due to the Other Party's culpable failure to fulfil its obligations, such as claims for payment of damages, extrajudicial collection costs, interest and any fines.
3. As long as the Products delivered are subject to a retention of title, the Other Party may not pledge the Products in any way or bring the Products under the (effective) control of a financier by means of pledging lists.
4. The Other Party must immediately inform Rebelcell in writing if third parties claim ownership or other rights to the Products subject to retention of title.
5. The Other Party must store the Products with all due care and as identifiable property of Rebelcell as long as the retention of title is vested on it.
6. The Other Party must make sure that business or property insurance is taken out to the extent that the Products delivered under retention of title are co-insured at all times and Rebelcell will, upon first request, allow inspection of the insurance policy and the corresponding premium-payment receipts.

7. If the Other Party acts contrary to the provisions of this article or Rebelcell appeals to the retention of title, Rebelcell and its employees have the irrevocable right to enter the Other Party's site and to take back the Products delivered under retention of title. This applies without prejudice to Rebelcell's right to compensation for loss, lost profit and interest and the right to terminate the agreement by a written statement without further notice of default.

Article 9: Intellectual property rights

1. This article only applies to Rebelcell B.V. and not to its resellers/dealers.
2. Rebelcell has and retains the title to all intellectual property rights that are vested in, arise from, are related to and/or belong to the Products supplied by Rebelcell under the terms of the agreement, unless the parties have agreed otherwise in writing. Assertion of these rights, both during and after the execution of the agreement, is explicitly and exclusively reserved for Rebelcell.
3. This means, among other things, that the Other Party may not copy, modify, reproduce the Products or parts thereof supplied by Rebelcell, etc. The Other Party may not affix its logo to the Product.
4. The Other Party guarantees that any information it provides to Rebelcell does not infringe the copyright or any other intellectual property right of third parties. The Other Party is liable for any damage that Rebelcell suffers as a result of such infringements and indemnifies Rebelcell against claims from these third parties.

Article 10: Force majeure

1. In the event of force majeure on the part of the Other Party or Rebelcell, Rebelcell has the right to dissolve the agreement through a written statement to the Other Party or to suspend the fulfilment of its obligations in respect of the Other Party for a reasonable period of time without the obligation of paying any compensation.
2. Under these general terms and conditions, force majeure on the part of Rebelcell means: a non-attributable shortcoming on the part of Rebelcell, third parties or suppliers engaged by Rebelcell or other compelling reasons on the part of Rebelcell.
3. The circumstances in which a force-majeure situation exists on the part of Rebelcell include: war, riot, mobilisation, domestic and foreign riots, government measures, strikes within the organisation of Rebelcell and/or the Other Party or any such threats and similar circumstances, disruption of the currency ratios existing at the time the agreement is concluded, business disruptions due to fire, burglary, sabotage, power outages, internet or telephone connections, natural phenomena, (natural) disasters, etc., as well as weather conditions, roadblocks, accidents, import and export restricting measures, etc., transport difficulties and delivery problems that have developed.
4. In case the force majeure situation occurs when the agreement has already been partially implemented, the Other Party must in any case fulfil its obligations to Rebelcell up to that point.

Article 11: Specific provisions regarding consumers

1. In case the Other Party is a natural person and does not act in the performance of its business, the provisions of Book 7, article 5 et seq. Title 1 of the Dutch Civil Code, as well as Book 6, articles 230m up to and including 230s of the Dutch Civil Code apply additionally.
2. Rebelcell has the right to demand (partial) advance payment or any other security for payment from the consumer. The requested advance payment will amount to a maximum of 50% of the agreed price.
3. In accordance with the distance-selling scheme, the consumer has the right to a 14-day cooling-off period.
4. Payment must take place within an expiry period of 5 working days after the invoice date, unless the parties have agreed a different payment term in writing. If the consumer has not objected within this payment period, the invoice will have been established as being correct.
5. If after the expiry of the period referred to in the previous paragraph an invoice has not been paid or has not been paid in full or no direct debit has been able to take place, and despite a payment reminder, payment is not made, Rebelcell has the right to dissolve the agreement extrajudicially. If the Product has been delivered despite failure to pay, the Other Party will continue to be obliged to pay.
6. Contrary to article 4, paragraph 1, the Other Party referred to in this article may submit a complaint at a later date, but no later than 2 months after receipt of the Product..

Article 12: Final clauses

1. The possible inapplicability of a (part of a) provision of these Terms and Conditions does not affect the applicability of the other provisions.
2. In the event of a discrepancy or conflict between these Terms and Conditions and a translated version thereof, the Dutch text takes prevalence.
3. These Terms and Conditions also apply to repeat orders or partial orders resulting from this agreement.
4. A lasting business relationship is deemed to exist in case Rebelcell has submitted these general terms and conditions to the Other Party on several occasions. If that is the case, Rebelcell is not required to hand over the general terms and conditions over again to make them applicable to subsequent agreements.
5. In case the Other Party fails to fulfil its obligations and Rebelcell fails to demand compliance from the Other Party, this will not affect Rebelcell's right to demand compliance at a later stage.
6. The parties have the right to cancel and terminate the agreement with immediate effect in the following cases.
 - a. the Other Party is declared bankrupt, proceeds to bankruptcy of the estate, submits a request for suspension of payment, submits an application as referred to in the Debt Restructuring of Natural Persons Act, or all or part of its assets are seized;

- b. the Other Party dies or is placed under legal restraint;
 - c. the Other Party proceeds to a strike or transfers its business or a significant part thereof, including the contribution of its business to a company to be established or already existing, or changes the objectives of its business;
 - d. it is established that fulfilment of the commitments by the Other Party will not be possible.
7. Under the performance of its business activities, Rebelcell collects personal data which it will process in accordance with the provisions of the General Data Protection Regulation. By visiting the website, accepting the terms and conditions and concluding the agreement, you agree to the data processing in accordance with the privacy statement posted on the website.

Article 13:

Applicable law and competent court

- 1. The agreement concluded between Rebelcell and the Other Party is exclusively governed by Dutch law.
- 2. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
Any disputes, including those that are only considered as such by one of the parties, arising from or related to the agreement to which these terms and conditions apply, or from the relevant terms and conditions themselves and their interpretation or execution, both factual and legal, will be settled by the District Court of The Hague, unless according to the rules on jurisdiction the subdistrict court is the competent court to settle the dispute. In such case, this court shall be referred to following the normal rules of relative competence. These terms and conditions of delivery have been filed with the Chamber of Commerce and Industries.