

Terms and Conditions Heroes Inc. Europe BV

The company Heroes Inc. Europe BV (hereinafter: Heroes Inc. Europe) with limited liability is registered at the Chamber of Commerce with number 82302189 and is located at Marterkoog7A (1822BK), Alkmaar, The Netherlands.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:
2. **Offer:** any written offer to the Buyer for the delivery of Products by the Seller to which these terms and conditions are inextricably linked.
3. **Company:** the natural or legal person who acts in the exercise of a profession or business.
4. **Buyer:** the Company that enters into a (distance) Agreement with the Seller.
5. **Agreement:** the purchase agreement (distance) that extends to the sale and delivery of Products purchased by the Buyer from Heroes Inc. Europe.
6. **Products:** the Products provided by Heroes Inc. Europe are offered are t-shirts, cardigans, hoodies and (fashion) accessories with licensed prints.
7. **Seller:** the supplier of Products to Buyer, hereinafter: Heroes Inc. Europe.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer of Heroes Inc. Europe and any Agreement between Heroes Inc. Europe and a Buyer and on any Product supplied by Heroes Inc. Europe is offered.
2. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, Heroes Inc. Europe indicate to the Buyer how the Buyer can view the general terms and conditions, which in any case can be found on the Heroes Inc. Europe website have been published, so that the Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations, it is possible to deviate from these general terms and conditions if this is explicitly stated in writing with Heroes Inc. Europe has agreed.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are annulled, the other provisions of these general terms and conditions will remain in force and the invalid/nullified provision(s) will be replaced by a provision with the same purpose as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/his, if and insofar as applicable.

Article 3 - The Offering

1. All Heroes Inc. Europe offers are made are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An Offer only exists if it has been laid down in writing.

2. The offer made by Heroes Inc. Europe is without obligation. Heroes Inc. Europe is only bound by the Offer if the Buyer's acceptance thereof is confirmed in writing within 30 days, or if the Buyer has already paid the amount due. Nevertheless, Heroes Inc. Europe has the right to enter into an Agreement with a potential Buyer for Heroes Inc. Europe for good reason.
3. The Offer contains an accurate description of the Product offered with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offerings can't bind Heroes Inc. Europe. Any images and specific data in the Offer are only an indication and cannot be a ground for any financial compensation or termination of the Agreement (remotely). Heroes Inc. Europe cannot guarantee that the colors in the picture correspond exactly to the real colors of the Product.
4. Delivery Times and Terms stated in the Offer of Heroes Inc. Europe are indicative and do not entitle the Buyer to termination or financial compensation if it is exceeded, unless expressly agreed otherwise.
5. A composite quote requires Heroes Inc. Europe not to deliver part of the goods included in the offer or Offer at a part of the stated price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded the moment the Buyer accepts an Offer or Agreement from Heroes Inc. Europe has accepted by sending a signed copy (scanned or original) to Heroes Inc. Europe to return.
2. An Offer can be made by Heroes Inc. Europe in particular through the website, by email or by telephone.
3. If the Buyer has accepted the Offer by entering into an Agreement with Heroes Inc. Europe, Heroes Inc. Europe confirm the Agreement with the Buyer in writing, or at least by e-mail. The order confirmation from Heroes Inc. Europe is leading.
4. If the acceptance (on minor points) deviates from the Offer, Heroes Inc. Europe is not bound by it.
5. Heroes Inc. Europe is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Buyer cannot derive any rights from this mistake or error.
6. The right of withdrawal is excluded for the Buyer, unless otherwise agreed on.

Article 5 - Performance of the Agreement

1. Heroes Inc. Europe will perform the Agreement to the best of its knowledge and ability.
2. If and insofar as required for the proper execution of the Agreement, Heroes Inc. Europe has the right to have certain activities performed by third parties at its own discretion.
3. Buyer shall ensure that all data, of which Heroes Inc. Europe indicates that these are necessary or of which the Buyer should reasonably understand that these are necessary for the execution of the Agreement, in a timely manner to Heroes Inc. Europe are provided. If the information required for the execution of the Agreement is not provided to Heroes Inc. Europe, Heroes Inc. Europe has the right to suspend the execution of the Agreement.
4. In the execution of the Agreement, Heroes Inc. Europe is not obliged or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the directions result in additional work for Heroes Inc. Europe, the Buyer is obliged to reimburse the additional or additional costs accordingly.
5. Heroes Inc. Europe may require security from the Buyer or full payment in advance before proceeding to execute the Agreement.

6. Heroes Inc. Europe is not liable for damage, of whatever nature, caused by Heroes Inc. Europe is based on incorrect and/or incomplete information provided by the Buyer, unless Heroes Inc. Europe was known.
7. Buyer indemnifies Heroes Inc. Europe for any claims from third parties who suffer damage concerning the execution of the Agreement and which are attributable to the Buyer.
8. The buyer must place an order with a minimum order value of €200 (excluding VAT) unless otherwise agreed.

Article 6 - Delivery

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not supplied all the requested information or has not provided it on time, does not provide sufficient cooperation, or the (down) payment has not been received on time by Heroes Inc. Europe or other circumstances beyond the control of Heroes Inc. Europe is delayed, Heroes Inc. Europe is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. Buyer must provide Heroes Inc. Europe a notice of default in writing and to allow it a reasonable period to be able to deliver. The buyer is not entitled to any financial compensation due to the delay.
2. The buyer is obliged to take delivery of the Products the moment they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.
3. If the Buyer refuses to accept or is negligent in providing information or instructions necessary for the delivery, Heroes Inc. Europe is entitled to store the goods at the expense and risk of the Buyer.
4. If the Products are delivered by Heroes Inc. Europe or a third-party carrier is Heroes Inc. Europe, unless otherwise agreed in writing, is entitled to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.
5. If Heroes Inc. Europe requires data from the Buyer in the context of the execution of the Agreement, the delivery time only commences after the Buyer has provided Heroes Inc. Europe with all data necessary for the execution has made available.
6. If Heroes Inc. Europe has specified a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.
7. Heroes Inc. Europe is entitled to deliver the goods in parts, unless this has been deviated from by Agreement or if the partial delivery does not have an independent value. Heroes Inc. Europe is entitled to invoice the thus delivered separately.
8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. Heroes Inc. Europe reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 7 - Packaging and transport

1. Heroes Inc. Europe undertakes towards the Buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition under normal use.
2. Unless otherwise agreed in writing, all deliveries include turnover tax (VAT), including packaging and packaging material
3. Accepting items without comments or comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

Article 8 - Examination, complaints

1. The buyer is obliged to inspect the delivered Products or have them examined at the time of delivery or delivery, but in any event within 14 days of receipt of the delivered Products, but only to unpack or to the extent necessary to assess whether it retains the Product. In doing so, the Buyer

must investigate whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.

2. The Buyer is obliged to investigate and inform himself in which way the Product should be used and, in the event of personal use, to test the Product in accordance with the instructions for use. Heroes Inc. Europe accepts no liability for misuse of the Product by Buyer.
3. Any defects or shortcomings must be reported to Heroes Inc. Europe in writing after delivery to martin@heroesinc.eu. The buyer has a period of 14 days after delivery for this.
4. If a complaint is made in time pursuant to the previous paragraph, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only take place with the prior written consent of Heroes Inc. Europe in the manner described by Heroes Inc. Europe indicated. The costs for returning the goods are for the Buyer, unless explicitly agreed otherwise.
5. Heroes Inc. Europe is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund will be made.
6. Refunds to the Buyer will be processed as soon as possible, but the refund can take no later than 14 days after receipt of the Buyer's declaration of termination. Refunds will be made to the previously specified account number.
7. If the Buyer exercises its right to complain, the Buyer has no right to suspend its payment obligation nor to settle outstanding invoices.
8. In the absence of a complete delivery, and/or if one or more Products are missing, and this to Heroes Inc. Europe, Heroes Inc. Europe at the request of the Buyer, send the missing Product(s) or cancel the remaining order. The confirmation of receipt of the Products is leading in this regard. Any damage suffered by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from Heroes Inc. Europe.

Article 9 - Prices

1. During the validity of the Offer, the prices of the Products offered will not be increased, unless there are changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.
3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the case of Products or raw materials of which there are price fluctuations in the financial market and on which Heroes Inc. Europe has no influence, Heroes Inc. Europe offer these Products at variable prices. It is stated in the Offer that the prices are target prices and may fluctuate.

Article 10 - Payment and collection policy

1. Payment should preferably be made in the currency in which the invoice is made, using the method indicated.
2. The Buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
3. The Buyer must make a lump sum payment to the account number and details of Heroes Inc. Europe, unless Parties have agreed on a different payment term, which is confirmed in writing by Heroes Inc. Europe.
4. If a periodic payment obligation of the Buyer has been agreed, Heroes Inc. Europe is entitled to adjust the applicable prices and rates in writing with due observance of a period of 3 months.
5. The parties can agree that the Buyer must pay a deposit. If a down payment has been agreed, the Client must pay the down payment before a start is made with the execution of the Agreement.

6. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, the claims of Heroes Inc. Europe on the Buyer immediately due and payable.
7. Heroes Inc. Europe has the right to have the payments made by the Buyer primarily to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. Heroes Inc. Europe may, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the attribution. Heroes Inc. Europe may refuse full repayment of the principal if the outstanding and accrued interest as well as the costs are not also paid.
8. If the Buyer does not meet its payment obligation and has not fulfilled its obligation within the specified payment term of 30 days, the Buyer is legally in default.
9. From the date Buyer is in default, Heroes Inc. Europe without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision on financial compensation for extrajudicial collection costs of July 1st 2012.
10. If Heroes Inc. Europe has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and enforcement costs incurred are also for the account of the Buyer.

Article 11 - Retention of Title

1. All Products delivered by Heroes Inc. Europe, will remain the property of Heroes Inc. Europe until the Buyer has fulfilled all of the following obligations under all Agreements made with Heroes Inc. Europe.
2. The Buyer is not authorized to pledge or in any other way encumber the items subject to retention of title if the ownership has not yet been transferred in full.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to pay Heroes Inc. Europe as soon as may reasonably be expected.
4. In the event that Heroes Inc. Europe wishes to exercise its proprietary rights as indicated in this article, Buyer shall already now give unconditional and irrevocable permission and authorization to Heroes Inc. Europe or third parties to be appointed by Heroes Inc. Europe to enter all those places where Heroes Inc. Europe's property is located and to take back these goods.
5. Heroes Inc. Europe has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over from Heroes Inc. Europe. After the Buyer has fulfilled its obligations, Heroes Inc. Europe will make every effort to deliver the purchased Products to the Buyer as soon as possible, but no later than within 20 working days.
6. Costs and other (consequential) damage as a result of keeping the purchased Products in custody shall be at the expense and risk of Buyer and shall be reimbursed by Buyer to Heroes Inc. Europe upon first request.

Article 12 - Warranty

Heroes Inc. Europe guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified Heroes Inc. Europe of this use at the time of entering into the Agreement.

Article 12 - Suspension and termination

1. Heroes Inc. Europe is authorized to suspend the fulfilment of the obligations or to terminate the Agreement if the Buyer does not or does not fully fulfil the (payment) obligations under the Agreement.
2. Furthermore, Heroes Inc. Europe shall be entitled to terminate the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention, if the Buyer, does not comply in time or does not comply properly with the obligations arising for it from any Agreement entered into with Heroes Inc. Europe.
3. Furthermore, Heroes Inc. Europe is entitled to terminate the Agreement (or have it terminated) without prior notice of default if circumstances arise of such a nature that fulfilment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature. are that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is terminated, the claims of Heroes Inc. Europe on the Buyer are immediately due and payable. When Heroes Inc. Europe suspends the fulfilment of its obligations, it retains its rights under the law and the Agreement.
5. Heroes Inc. Europe always reserves the right to claim financial compensation.

Article 13 - Limitation of liability

1. If the execution of the Agreement by Heroes Inc. Europe leads to liability of Heroes Inc. Europe towards the Buyer or third parties, such liability is limited to the obligations incurred by Heroes Inc. Europe in connection with the charged costs of the Agreement unless the damage is caused by intent or gross negligence.
2. Heroes Inc. Europe is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, lost savings and damage as a result of the use of the delivered Products is excluded.
3. Heroes Inc. Europe is not liable for and/or obliged to repair damage caused by the use of the Product. All damage to Products as a result of wearing and using is expressly excluded from liability (this includes traces of use, use damage, fall damage, light and water damage, theft, loss, etc.).
4. Heroes Inc. Europe is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.
5. Heroes Inc. Europe is not liable for the damage suffered by the Buyer as a result of the withdrawal of the license by the licensor and/or the removal of certain Products or licenses from the collection.
6. Heroes Inc. Europe is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for any reason.
7. Heroes Inc. Europe does not warrant the accurate and complete transmission of the content of and email sent by/on behalf of Heroes Inc. Europe, nor its timely receipt.
8. All claims of the Buyer due to shortcomings on the part of Heroes Inc. Europe will lapse if they are not reported in writing and supported by reasons to Heroes Inc. Europe within one year after the Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer shall in any case expire one year after the termination of the Agreement.

Article 14 - Force Majeure

1. Heroes Inc. Europe is not liable if, as a result of a force majeure situation, it is unable to fulfil its obligations under the Agreement, nor can it be obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and neither under the law, legal act or generally accepted views for its account.
2. Force majeure is in any case understood, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure of suppliers of Heroes Inc. Europe, (ii) failure to properly perform any supplier obligations that Buyer gives to Heroes Inc. Europe are prescribed or recommended, (iii) defective goods, equipment, software or materials of third parties, (iv) government

measures, (v) electricity failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to: cyber crime and hacking) , (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) strikes in the Heroes Inc. Europe company and (xi) other situations that in the opinion of Heroes Inc. Europe outside its sphere of influence that prevent the fulfilment of its obligations temporarily or permanently.

3. Heroes Inc. Europe has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after Heroes Inc. Europe should have honoured its commitment.

4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to terminate the Agreement, without any obligation to pay financial compensation to the other party.

5. To the extent that Heroes Inc. Europe has partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the occurrence of force majeure, and the part fulfilled or to be performed has independent value, Heroes Inc. Europe is entitled to separately invoice the part already fulfilled or to be fulfilled. The buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 15 - Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement shall pass to Buyer at the time the items leave Heroes Inc. Europe's warehouse.

Article 16 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Heroes Inc. Europe including in any case, but not limited to all designs and models rest exclusively with Heroes Inc. Europe and/or the licensor and are not transferred to Buyer.

2. Buyer is prohibited from using any Products in which the intellectual property rights and copyrights of Heroes Inc. Europe and/or licensor are not permitted to disclose and/or reproduce, modify, copy or make available to third parties without the express prior written permission of Heroes Inc. Europe. If Buyer wishes to make changes to Heroes Inc. Europe delivered, Heroes Inc. Europe expressly agree to the proposed changes.

3. The Buyer is prohibited from using the Products to which the intellectual property rights of Heroes Inc. Europe rests to use it differently than agreed in the Agreement. This includes copying the Products yourself without the license of Heroes Inc. Europe.

4. The parties will inform each other and take joint measures if an infringement of IP rights occurs.

5. Any infringement by Buyer of Heroes Inc. Europe's intellectual property right will be punished with a one-off fine of at least €10,000 (in words: ten thousand euros) and a fine of €500 (in words: five hundred euros) for each day that the infringement continues.

Article 17 - Privacy, Data Processing and Security

1. Heroes Inc. Europe handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, Heroes Inc. Europe inform the data subject about this.

2. If Heroes Inc. Europe must provide information security pursuant to the Agreement, this security will meet the agreed specifications and a security level that is not unreasonable in view of the state of the art, the sensitivity of the data, and the associated costs.

Article 18 - Complaints

1. If the Buyer is not satisfied with the Products of Heroes Inc. Europe and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but no later than 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported via martin@heroesinc.eu with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Buyer if Heroes Inc. Europe can handle the complaint.
3. Heroes Inc. Europe will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 19 - Applicable law

1. Any Agreement between Heroes Inc. Europe and Buyer, Dutch law applies. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. Heroes Inc. Europe has the right to unilaterally change these general terms and conditions.
3. All disputes arising from or as a result of the Agreement between Heroes Inc. Europe and the Buyer will be settled by the competent court of the District Court of Noord-Holland, location Alkmaar (The Netherlands), unless mandatory provisions designate another competent court.

Alkmaar, May 30th 2022.