

Small-Preis
Kampweg 8
30823 Garbsen
Germany

Empfangsbestätigung

Kunde Nr.	Auftrag Nr.	Datum	Seite
1007998	3334446-1	31-08-2023	1 / 4

MwSt-Nummer: DE 238497672

Sehr geehrte Damen und Herren,

Wir bestaetigen Ihnen hiermit Ihre Bestellung:

Ihre Referenz: X mas 2023 / 1796582246
Lieferung: DDP
Zahlung: 30 Tagen netto
Währung: EUR
Lieferanschrift: Small-Preis
Kampweg 8
30823 Garbsen
Deutschland

Artikel nummer	Bezeichnung	Menge	Netto Wert	Betrag	Geplante Lieferung
1015113	Kugel bruchfest rot glaensend - d25cm EAN: 8718861146196	72	6,40	460,80	4-9-2023
1015114	Kugel bruchfest rot glaensend - d20cm EAN: 8718861146202	240	3,80	912,00	4-9-2023
1015115	Kugel bruchfest rot glaensend - d15cm EAN: 8718861146219	1.152	1,60	1.843,20	4-9-2023
1015120	Kugel bruchfest gold glaensend - d15cm EAN: 8718861146264	416	1,60	665,60	4-9-2023
1070869	Cluster Classic weiss 1152led IP44 8 function controller und Timer- l800cm EAN: 8718861684667	36	18,14	653,04	4-9-2023
1071812	Cluster classic weiss 768led IP44 8 function controller und Timer - l560cm EAN: 8718861692808	48	12,77	612,96	4-9-2023
1100014	Ornament Kugel Recyclingpapier rot - h8xd8cm EAN: 8718861967371	96	1,20	115,20	4-9-2023
1103865	Teelichthalter silber - h20xd7cm EAN: 8720362008576	36	5,40	194,40	4-9-2023
1103866	Teelichthalter silber - h25xd9cm EAN: 8720362008583	36	6,20	223,20	4-9-2023
1105692	Kugel warm weiss 320led IP44 mit Timer - d50cm EAN: 8720362026884	18	23,54	423,72	4-9-2023
1105693	Kugel warm weiss 400led IP44 mit Timer - d60cm EAN: 8720362026891	18	31,39	565,02	4-9-2023
1106520	Kugel klassisch weiss 400led IP44 mit Timer - d60cm EAN: 8720362035015	18	31,39	565,02	4-9-2023
1121441	Arya Windlicht auf Fuss gold - h20xd7cm EAN: 8720362195177	24	5,40	129,60	2-10-2023
1121442	Arya Windlicht auf Fuss gold - h25xd9cm EAN: 8720362195184	24	6,00	144,00	2-10-2023
1126417	Vandans Kranz led gruen frosted 20L TIPS 70 batteriebetrieben - d45cm EAN: 8720362249894	24	9,43	226,32	4-9-2023
1126421	Vandans Weihnachtsbaum mit Burlap led gruen frosted 20L TIPS 70 batteriebetrieben - h60xd36cm EAN: 8720362249931	24	9,33	223,92	4-9-2023
1126422	Vandans Weihnachtsbaum potted led gruen frosted 40L TIPS 96 batteriebetrieben - h90xd48cm EAN: 8720362249948	24	18,02	432,48	4-9-2023
1137103	Dekoration Baum d.rot FSC Mix - h20xd12cm EAN: 8720362421412	32	2,80	89,60	4-9-2023
1137104	Dekoration Baum d.rot FSC Mix - h30xd15cm EAN: 8720362421429	28	5,80	162,40	4-9-2023
1137137	Ornament Eiszapfe d.rot FSC Mix - h15xd10cm EAN: 8720362421757	60	2,12	127,20	4-9-2023
1137186	Ornament Kugel Recyclingpapier h.gruen - h8xd8cm EAN: 8720362422242	48	1,20	57,60	4-9-2023
1137188	Ornament Zwiebel Recyclingpapier h.gruen - h8xd8cm EAN: 8720362422266	48	1,28	61,44	4-9-2023

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RABOBANK Utrecht, IBAN: NL29 RABO 0142 329 185 BIC: RABONL2U,
BTW/MWSt./VAT/TVA/ NL 005 894 980 B01 Chamber of Commerce 29002853
Rotterdam, the Netherlands.

LEVERING • LIEFERUNG • DELIVERY • LIVRAISON

Edelmans general terms and conditions which are filed under number 29002853 at the Chamber of Commerce Rotterdam are applicable to all our offers and agreements (see backside for summary) and will be sent to you on request or can be found on our website.

BRANDS OF EDELMAN



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Artikel nummer	Bezeichnung	Menge	Netto Wert	Betrag	Geplante Lieferung
1137189	Ornament Eiszapfe Recyclingpapier h.gruen - h15xd8cm EAN: 8720362422273	30	2,20	66,00	4-9-2023
1137194	Ornament Kugel Recyclingpapier rosa - h8xd8cm EAN: 8720362422327	96	1,20	115,20	4-9-2023
1137196	Ornament Zwiebel Recyclingpapier rosa - h8xd8cm EAN: 8720362422341	96	1,28	122,88	4-9-2023
1137197	Ornament Eiszapfe Recyclingpapier rosa - h15xd8cm EAN: 8720362422358	60	2,20	132,00	4-9-2023
1137198	Ornament Kugel Recyclingpapier terra - h8xd8cm EAN: 8720362422365	96	1,20	115,20	4-9-2023
1137200	Ornament Zwiebel Recyclingpapier terra - h8xd8cm EAN: 8720362422389	96	1,28	122,88	4-9-2023
1137201	Ornament Eiszapfe Recyclingpapier terra - h15xd8cm EAN: 8720362422396	60	2,20	132,00	4-9-2023
1137208	Dekoration Baum h.gruen FSC Mix - h30xd18cm EAN: 8720362422464	28	5,80	162,40	4-9-2023
1137209	Dekoration Baum h.gruen FSC Mix - h20xd13cm EAN: 8720362422471	32	2,80	89,60	4-9-2023
1137211	Dekoration Baum terra FSC Mix - h30xd18cm EAN: 8720362422495	28	5,80	162,40	4-9-2023
1137212	Dekoration Baum terra FSC Mix - h20xd13cm EAN: 8720362422501	32	2,80	89,60	4-9-2023
1137487	Ornament Kugel d.braun - h7xd7cm EAN: 8720362425250	36	1,80	64,80	4-9-2023
1137488	Ornament Kugel d.braun - h10xd10cm EAN: 8720362425267	24	3,60	86,40	4-9-2023
1137491	Ornament Kugel orange - h7xd7cm EAN: 8720362425298	36	1,80	64,80	4-9-2023
1137517	Ornament Stern d.braun - h1xd10cm EAN: 8720362425557	72	2,00	144,00	4-9-2023
1137519	Ornament Stern orange - h1xd10cm EAN: 8720362425571	72	2,00	144,00	4-9-2023
1137628	Ornament Rentier h.braun FSC 100% - l7xb12xh0,75cm EAN: 8720362426660	48	1,88	90,24	4-9-2023
1144261	Ornament Kugel orange FSC Mix - h8xd8cm EAN: 8720362624066	144	1,20	172,80	4-9-2023
1144262	Ornament Zwiebel orange FSC Mix - h8xd8cm EAN: 8720362624073	96	1,28	122,88	4-9-2023
1144263	Ornament Eiszapfe orange FSC Mix - h15xd8cm EAN: 8720362624080	60	2,20	132,00	4-9-2023
1144264	Ornament Kugel terra FSC Mix - h8xd8cm EAN: 8720362624097	144	1,20	172,80	4-9-2023
1144265	Ornament Zwiebel terra FSC Mix - h8xd8cm EAN: 8720362624103	96	1,28	122,88	4-9-2023
1144266	Ornament Eiszapfe terra FSC Mix - h15xd8cm EAN: 8720362624110	60	2,20	132,00	4-9-2023
1144351	Ornament Engel braun FSC Mix - l11xb9,5xh5cm EAN: 8720362624967	72	1,68	120,96	4-9-2023
1145787	Smart Lighting Snake light d.gruen klassisch weiss 550led IP44 und Timer adapter included - l1100cm EAN: 8720362641360	48	18,80	902,40	19-9-2023
1145788	Smart Lighting Snake light d.gruen klassisch weiss 1000led IP44 und Timer adapter included - l2000cm EAN: 8720362641377	36	26,40	950,40	19-9-2023
1145789	Smart Lighting Snake light d.gruen klassisch weiss 1500led IP44 und Timer adapter included - l3000cm EAN: 8720362641384	30	33,00	990,00	19-9-2023
1145790	Smart Lighting Snake light d.gruen multi farben 550led IP44 und Timer adapter included - l1100cm EAN: 8720362641391	24	18,80	451,20	19-9-2023
1145791	Smart Lighting Snake light d.gruen multi farben 1000led IP44 und Timer adapter included - l2000cm EAN: 8720362641407	24	26,40	633,60	19-9-2023

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Artikel nummer	Bezeichnung	Menge	Netto Wert	Betrag	Geplante Lieferung
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Gesamtwert der Ware:
Gesamtbetrag:

15.697,04
15.697,04

Edelman is FSC certified NC-COC-054371

Wir danken Ihnen für diesen Auftrag.

Wenn keine Lieferzeit angegeben ist können wir noch keine genaue Lieferzeit angeben.

Für mehr Information stehen wir Ihnen direkt zur Verfügung: Mail: Sophie.VleutPrasse@edelman.nl Fax: +31 (0)182 398225

Mit freundlichen Gruessen,

Edelman B.V.

TERMS AND CONDITIONS OF SALE AND DELIVERY

All offers, sales, deliveries, services and other legal relations in which Edelman B.V. (hereinafter to be referred to as: “Edelman”) is a party, AND are conducted through the Edelman Webshop, will exclusively be governed by these terms and conditions, unless agreed otherwise in writing.

In the case of any of the stipulations from these terms and conditions is void or annulled, the remaining stipulations will remain fully valid, and Edelman and the client will enter into consultation to agree a new stipulation to replace the void and/or annulled stipulation, which will be in the vein of the void and/or annulled stipulation to the greatest possible extent.

1) General

A client that has entered into an agreement with Edelman on the basis of these terms and conditions is considered to have tacitly agreed to the applicability of these terms and conditions upon placing an order, regardless whether that applicability was confirmed in writing by Edelman.

Contact details are: Edelman B.V. Schinkeldijk 56, 2811 PB Reeuwijk, the Netherlands, Tel. +31 182 398 200, info@edelman.nl, www.edelman.nl
Registered at the Chamber of Commerce Rotterdam, the Netherlands, nr. 29002853, Vat Number: NL005894980B01

2) Offers

All offers issued by Edelman are free of obligations, unless agreed otherwise in writing. Edelman reserves the right to reject orders, without stating reasons, or to require cash on delivery or advance payment.

Client agrees to refrain from approaching suppliers and possible suppliers introduced by Edelman himself or through other legal persons. Breach of this stipulation will entitle Edelman to full compensation for damages and an immediately payable fine of 25,000 Euro per case.

3) Delivery times/packaging

Stated delivery times are free of obligations and are always approximate. Edelman agrees to observe the stated delivery times as much as possible, but can never be held liable when they are exceeded. Stated delivery times can never be considered a deadline, unless agreed otherwise in writing. Exceeding of delivery times will neither make Edelman liable for any compensation, nor give the client the right to terminate the agreement. If items are not accepted by the client after expiry of the stated delivery time, they will be stored at his risk, and with the expenses falling to the client, including a reasonable storage allowance established by Edelman. In case the client, despite notice from Edelman fails to retrieve the items within 14 days and at his own expense, the agreement in question will be considered void, and Edelman will have the right to sell the items to third parties, such without prejudice to Edelman's entitlement to compensation for incurred expenses and storage fees.

Edelman will package the items that are to be delivered to the client as per its usual standards. In the case that the client requires specific packaging, any possible cost increases incurred as a result will fall to the client.

The risk on items is transferred to the client the moment the items are delivered as stated in artikel 10. If the client has requested delivery as per his specifications, the risk on the items will transfer to the client the moment the goods are loaded for transport.

Edelman delivers on Euro-pallets which are expected to be exchanged. In case no exchange is possible the pallets will be charged at 8,60 per Euro-pallet.

4) Retention of title

Ownership of the delivered items is transferred from Edelman to the client after the client has paid the purchase price – as well as any other amounts owed to Edelman under any(other) agreement(s) between the parties, including (interest) amounts as referred to in Article 7 and any compensation for attributable shortcomings. The client cannot pledge aforementioned items to third parties, or use them as security in any other manner prior to having obtained ownership of the items.

If the client sells the items that are subject to the retention of title of Edelman to a third party, he will be held to cede any claim ensuing from this delivery to Edelman without delay and unconditionally and/or to pledge any entitlements to Edelman upon their request. Client agrees to notify Edelman without delay if the items that are subject to retention of title of Edelman are sequestered.

5) Prices

Orders and offers are issued on the basis of the prices as they are at the moment of sale and/or ordering. Edelman has the right to adjust mistakes in prices for open orders and offers.

Edelman also has the right to change prices and fees at her convenience for future new orders or offers and clients have no right to claim deliveries against prices of previous sales orders and offers.

6) Payment/termination

Payment has to be in net and in the currency specified on the invoice, without any discounts or offsetting of debts, by way of deposit into or transfer to one of the bank accounts specified by Edelman within 30 days after delivery or the invoice date (if earlier), unless a different payment term was agreed upon during issuing the order on the webshop by the client. In cases that:

- the client is declared bankrupt or the client is granted (provisional) suspension of payment,
 - the client's assets are sequestered in full or partially,
 - the client deceases or goes into receivership,
 - the client fails to comply with any of the obligations that fall to him by law or under these terms and conditions, after having been declared to be in default and allowed a reasonable term to restore his compliance,
 - the client fails to pay an invoice amount or part thereof within the set term,
- Edelman will have the right, after one or several of the abovementioned events occurs, to consider the purchase agreement terminated and/or to terminate it, without any judicial intervention being required, and/or to require immediate payment in full of any amounts payable by the client for deliveries made and/or services provided by Edelman, without any reminder or proof of default being required, without prejudice to Edelman's entitlement to compensation for expenses, damages and interests.

Amounts invoiced by Edelman for performance or deliveries completed under the agreement prior to termination of agreement, will remain fully payable and will be payable with immediate effect from the moment of termination.

If the client exceeds a payment term, Edelman will have the right to require cash on delivery or advance cash payment for any subsequent deliveries.

7) Interest and costs

If payment has not been completed within the term specified in the previous article, the client is automatically in default, and will owe interest of 2% per (part of a) month on the outstanding invoice amount on top of the legal (trade) interest from the invoice date. All incurred judicial and extrajudicial (collection) expenses will fall to the client. Extrajudicial collection fees will amount to at least 15% of the sum total payable by the client.

8) Claims

Claims by the client can only be lodged in relation to missing or not ordered items, or in relation to perceptible shortcomings in items or provided services. Possible claims have to be lodged immediately using the webshop, section 'My Edelman's My Credits', at the latest within 10 days after receipt of the supplied item or after provision of the services, on penalty of expiry of the client's entitlements. When the client has not checked the soundness of the delivered items within 10 days after receipt and not lodged a written claim, he will be considered to have found the items or services to be in order.

In the case of missing or not ordered goods, the client will have to enclose the packing list with the aforementioned claim. In the case of perceptible shortcomings on the exterior of the items, Edelman will have the option to replace the items in question, repair them or take them back and credit the purchase price to the client.

Returning of items will be paid for by the client, who will also bear the risk, or will be accompanied by a waybill of Edelman's transport company. Edelman will only accept returned items if and insofar as it has agreed to the return shipment in writing beforehand, and if the items are delivered to an address specified by Edelman, in the original packaging and in the same condition as in which the items were delivered to the client by Edelman. Return shipments have to be packaged properly and be accompanied by a letter outlining the client's claims, as well as the invoice number and debtor number relating to the returned items.

Claims relating to items from a split consignment do not affect prior or subsequent parts of the same split consignment.

Minor defects in quality, colour, size, quantity or finish, which are not out of the ordinary in usual trade, and which cannot be prevented due to technical constraints, or which are admitted under trade usage, cannot be grounds for claims and will have to be accepted by the client.

Claims by the client under this Article will not affect the client's payment obligations.

Return shipments will not be accepted, unless they were approved in writing beforehand by Edelman. Acceptance of return shipments does not imply Edelman's acknowledgement of the grounds on which client returned the items. The risk of returned items will remain with the client until he has been credited by Edelman. Edelman reserves the right to subtract 15% of the price of returned items from the credit to the client ensuing from return shipments, with a minimum of EUR 150.

9) Liability

Edelman's total liability for one or several shortcomings in its compliance with any obligation under the agreement will be limited to compensation of direct damages up to a maximum amount of the price agreed for that agreement. If the agreement is principally a semi-formal agreement with a term of over one year, the agreed price will be fixed at the total of the fees agreed for one year. In no event will the total compensation for direct damage exceed a sum of EUR 1,000,000 (one million euros).

Direct damage is limited to:

- costs that were reasonably incurred by the client to make the performance of Edelman match the agreement stipulations. This damage will, however, not be compensated if Edelman has terminated the agreement;
- reasonable costs, incurred to identify the cause and extent of the damage, insofar as this identification process relates to direct damage as per these terms and conditions;
- reasonable costs, incurred to prevent or limit damage, insofar as the client can demonstrate that these costs have led to damage limitation as per these terms and conditions.

Edelman's total liability for damage as a result of death, personal injury or material damage will in no event exceed EUR 2,000,000 (two million euros).

Edelman's liability for indirect damage, including subsequent damage, lost revenue, failure to realise savings and damage caused by business stagnation, is ruled out.

Aside from the cases described in this Article, Edelman will be under no obligation to compensate damage, irrespective of the grounds on which legal action for compensation of damage is based. The aforementioned maximum amounts will, however, lapse insofar the damage in question is the direct result of intent or gross negligence on the part of Edelman.

Client indemnifies Edelman against any third-party claims ensuing from a shortcoming in an item delivered to a third party by the client, and which partly consisted of items provided by Edelman, except when the client can prove that the damage was caused by these items (provided by Edelman).

10) Delivery

Delivery will be Ex Warehouse, unless expressly agreed otherwise in writing: Ex Warehouse has to be taken in the sense of INCO terms 2000. Insofar as the 'delivered home' has been agreed, contrary to the previous stipulations, the risk of the items will be transferred to the client the moment the items are delivered to the address specified by the client. If expressly agreed that items to be delivered by Edelman are to be delivered by Edelman to the address of a third party specified by the client, delivery to that address will be considered delivery to the client, which entails that the risk will be transferred to the client at that moment. Edelman has the right to split consignments and invoices.

11) Force Majeure

In case of a force majeure, both parties will have the right to choose to terminate the agreement without judicial intervention, or consider the agreement terminated in full or partially after ninety days, without either party being held to damages. Performance that was already completed under the agreement will then be charged pro rata, without either party owing the other party any other amounts.

"Force majeure" is here understood to mean any circumstance that impedes compliance with the agreement by the other party, including war, threat of war, civil war, revolts, flooding, strikes, transport difficulties, supplier shortcomings, interruption of operations and government measures, which will in any case include import and export embargoes.

12) Intellectual property rights

All intellectual property rights on all items delivered to the client under the agreement, as well as those on related items such as drafts, will exclusively be held by Edelman or its licensors. Edelman cannot guarantee that the trading of the items supplied to the client by Edelman will not lead to any infringement upon third-party intellectual property rights. Client will only acquire the user rights and authorisations that are expressly allocated under these terms and conditions or otherwise.

The client is not allowed to remove or modify any indications regarding copyrights, brands, trade names or codes from/on the items supplied to the client by Edelman (including the packaging).

Client will indemnify Edelman against any third-party claims relating to or ensuing from items delivered and/or services provided by Edelman to the client, insofar as these items and/or services were manufactured and/or provided respectively on the basis of proposals, guidelines and/or terms and conditions of the client, and the claims related to those.

13) Privacy statement

Edelman may collect, use and transport personal data related to the client in compliance with applicable legislation and regulations. Edelman respects the privacy of the client and is the only owner of information gathered via the Edelman website, unless differently specified. Information provided by the client will not be sold, shared or rented to third parties in any other manner than stated in the website's privacy statement. Edelman is entitled to publish information about a client if there is reason to assume that publication of the information is necessary to identify, contact or open a court case against a person who, whether intentional or not, injures or damages the rights of Edelman of others. Edelman is entitled to provide information about clients if it is in good faith that the law requires it.

14) Distributor and commercial agent status

The client is not a distributor, (commercial) agent or sales representative of Edelman, unless he has been expressly appointed as such in writing. Client will therefore refrain from any behaviour that gives the impression, towards third parties or Edelman, that he has been appointed as distributor, (commercial) agent or sales representative of Edelman. If the client has indeed been appointed distributor, (commercial) agent or sales representative of Edelman, he will renounce any claim to compensation for termination of the agreement in question, unless there are imperative legal requirements for such an entitlement.

15) Applicable law

All agreements entered into by Edelman as well as any related matters (such as offers) and disputes are exclusively subject to Dutch law. Current terms and conditions of sale and delivery are drawn up in Dutch, English, German, French, Spanish and Italian. In the case of differences in interpretation between these versions, the Dutch language version will prevail and be binding.

16) Disputes

All disputes ensuing from offers issued by Edelman, or from agreements entered into with Edelman, will be exclusively submitted to the competent court in The Hague.