Terms and Conditions

Article 1 Definitions

1. Warriorsports is a Webshop that aims to sell Sporting/fighting equipment.
2. In these General Terms and Conditions 'Customer' means the natural person or the intermediary or representative acting on his behalf who uses the Services of Warriorsports , as referred to in Article 1.5.
3. In the General Terms and Conditions, 'Agreement' means: the legal relationship between Warriorsports and the Customer, all this in the broadest sense.
4. In these General Terms and Conditions, 'Services' is understood to mean: all services provided to the Customer by Warriorsports and / or third parties engaged by it, including (personal) sales of short pieces of music / beats / and all other forms of music , all this in most broad sense. 'Services' also includes all other work performed by Warriorsports on behalf of the Client, of whatever nature, carried out within the framework of an assignment, including work that is not performed at the express request of the Client.
5. In the General Terms and Conditions 'Website' means: the website www. Warriorsports-pb.com

Article 2 Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all Agreements concluded between the Client and Warriorsports in which Warriorsports offers Services, and all activities of Warriorsports that are inextricably linked to this.
2. Deviations from the General Terms and Conditions are only valid if expressly agreed in writing with Warriorsports .
3. Applicability of the Customer's purchasing or other conditions is expressly rejected.
4. The General Terms and Conditions also apply to changed orders from the Customer and to changed offers from Warriorsports .

Article 3 Quotation and Agreement

1. All offers made on the Website are without obligation, unless explicitly stated otherwise.
2. The Customer can contact Warriorsports by email via the Website . If the Client indicates to Warriorsports that it wishes to use the Services that Warriorsports offers, the Agreement is concluded because Warriorsports sends a confirmation thereof to the Client.
3. When Warriorsports sends a confirmation to the Customer, it is decisive for the content and explanation of the Agreement, subject to obvious errors. Warriorsports cannot be held to its offer if the Customer can reasonably understand that the offer, or any part thereof, contains an obvious mistake or error.
4. If the Customer makes notes or provides responses to the confirmation of Warriorsports , then they are not part of the Agreement, unless Warriorsports confirms this in writing.
5. An order from the Customer needs to have made a payment or contacted for the placement of content via the website by the customer to Warriorsports . Without either of these two acceptance, there is no Agreement between Customer and Warriorsports .

Article 4 Performance of the Agreement

1. Warriorsports will perform the Services to the best of its ability, in accordance with the requirements of good workmanship, all this on the basis of the state of the art known at that time.
2. Warriorsports has the right to have certain work done by third parties. The applicability of Article 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.
3. The Customer shall ensure that all data, which Warriorsports indicates are necessary or of which the Customer should reasonably understand that they are necessary for the execution of the Agreement, are provided to Warriorsports in a timely manner . If not timely information necessary for the implementation of the Agreement Homemade Music provided, has Homemade Music the right execution of the then customary rates agreement to suspend and / or additional costs resulting from the delay to the Client's account to bring.
4. If Warriorsports uses any tool and / or material, in the broadest sense of the word, in the performance of its Services, the Customer is obliged to handle it with care.
5. If the Customer and / or a third-party material from Warriorsports destroys or otherwise damages, it is obliged to compensate Warriorsports for the resulting damage .
6. If a period has been agreed or specified for the performance of Services, this is never a strict deadline. If a term is exceeded, the Client must give Warriorsports notice of default in writing. Warriorsports must be offered a reasonable period to still execute the Agreement.

Article 5 Amendments to the Agreement

1. If during the execution of the Agreement it appears that for a proper implementation it is necessary to change or supplement it, for example when the Customer wants a different text or change in the music or quotation. Warriorsports and the Client will amend the Agreement in time and in mutual consultation.
2. If the Agreement is changed, including a supplement, this is an additional assignment. A separate agreement will be made about this additional assignment in advance. Without an additional offer, the original conditions apply, whereby the extra Services are paid at the agreed rate.
3. Not or not immediately executing the amended Agreement does not constitute a default of Warriorsports and is no reason for the Customer to terminate or terminate the Agreement.
4. Changes in the originally concluded Agreement between Warriorsports and Customer are only valid from the moment that these changes have been accepted by both parties through an additional or amended Agreement.
5. Warriorsports reserves the right to limit the maximum number of subscribers, as well as to change the music / beats / lyrics / and rates. These changes will be adapted on the site and / or communicated with the Customer in any other way.

Article 6 Suspension, dissolution and premature termination of the Agreement by Warriorsports

1. Warriorsports is entitled to suspend the fulfillment of the obligations or to dissolve the Agreement, if the Customer does not fulfill the obligations under the Agreement, or does not fulfill them fully or in time, or that Warriorsports has good reason to fear that the Customer will fulfill those obligations. fall short.
2. Furthermore, Warriorsports is entitled to dissolve the Agreement if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be required. The house rules of Warriorsports will serve as a starting point.
3. If the Customer fails to fulfill his obligations arising from the Agreement and this non-fulfillment justifies termination, Warriorsports is entitled to dissolve the Agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Customer of default, but compensation or compensation is required.
4. In case of liquidation, (application for) suspension of payments or bankruptcy, seizure - if and insofar as the attachment has not been lifted within three months - will be charged to the Client, debt restructuring or any other circumstance as a result of which the Client is no longer free of its assets may possess is the Homemade Music free to the Agreement with immediate effect to say, or the order or agreement to cancel without any obligation to pay any damages or compensation. In that case, Warriorsports 's claims on the Client are immediately due and payable.
5. Articles 8.1 to 8.4 may also be invoked by the Customer if it is of the opinion that Warriorsports fails to comply with this Agreement. The customer must report this in writing to Warriorsports . The Client must also give Warriorsports a notice of default before it can dissolve the Agreement, unless notice of default cannot reasonably be required.
6. Both parties are authorized to terminate the Agreement at any time. The customer is obliged to reimburse all costs incurred by Warriorsports up to that time.
7. Warriorsports reserves the right to refuse Customers, and thus refuse to enter into an agreement or continuation of an existing agreement with certain Customers in the event of abuse of the membership system or of the facilities of Warriorsports .

Article 7 Costs, fees and payment

1. All amounts stated on the Website and in the invoice are in euros , including VAT and done by wix payments.
2. Warriorsports has the right to correct manifest errors in the quotation.
3. All payments go through Ideal . The company that arranges this is Wix . All problems with ideal and all other payment arrangements go through Wix .
4. Payment is fulfilled right away. The customer has a reflection period of 14 days after purchase. Cancellation is done as described in paragraph 8

Article 8 Cancellation

1. If the Client is a consumer, it has a statutory cooling-off period of fourteen (14) days after the Agreement has been concluded.
2. If the consumer makes use of his right of withdrawal, at most the costs of return will be for his account.
3. Cancellation is possible by emailing to info@warriorsports.nl.
4. Only 90 % will be refunded if the white strip is used. If the white strip is not used, Warriorsports will pay back the full amount.

Article 9 Safety regulations

1. If Warriorsports is of the opinion that, in the interest of safety, the execution of the Service cannot take place, at least that changes in the program are necessary, it is entitled at all times to cancel the Service or to implement the necessary changes. , without being obliged to pay any compensation.
2. Warriorsports is entitled to refuse access or participation in the Services if it deems this necessary with regard to safety, capacity, public order, the threat of damage or nuisance, as well as any other reason related to the above. named.
3. If the Customer and/or third parties act in violation of the aforementioned or otherwise misbehave, Warriorsports is entitled to remove the persons concerned, without Warriorsports being obliged to compensate for any damage. In addition, deletion does not suspend the Customer's payment obligation.

Article 10 Liability

1. The Customer is responsible for providing correct and representative data that are necessary for the execution of the Agreement. Warriorsports is not liable if the Customer has provided incorrect or unrepresentative information.
2. If Warriorsports is held liable, it will only be liable for direct damage that has actually been incurred, paid, or suffered by the Client due to a demonstrable breach of Warriorsports 's obligations with regard to its Services. The liability as referred to in this article is limited to the amount paid by the insurer. If the insurance does not payout, or if Warriorsports is not insured, liability is limited to the amount agreed with the Customer.
3. All claims of the Client for failure on the part of Warriorsports will lapse if they have not been reported in writing and motivated to Warriorsports within a reasonable term, after the Client was aware or could reasonably be aware of the facts on which he bases his claims.
4. If a Service is performed by a third party engaged by Warriorsports , Warriorsports is only liable for the acts or omissions of that third party during the performance of the Service itself, with due observance of the provisions in this article regarding the limitation of Warriorsports 's liability . .
5. Warriorsports is not liable for indirect damage, including but not limited to consequential damage, loss of profit, missed savings, and damage due to business interruption .
6. The customer guarantees to Warriorsports that, subject to any defects communicated in writing to Warriorsports, they can inform .
7. Warriorsports is not liable in the event of loss, theft, or damage to items of the Client and / or a third party.
8. Warriorsports is not liable for non-fulfillment or late fulfillment of the obligations arising from the Agreement, if this is caused by force majeure as referred to in Article 11.
9. The Client indemnifies Warriorsports against claims from third parties related to the Services.
10. The limitation of liability does not apply if there is intent or deliberate recklessness on the part of Warriorsports.
11. This provision does not exclude liability insofar as liability may not be limited or excluded by law.

Article 11 Force majeure

1. Force majeure is understood to mean all external causes, beyond the control or influence of Warriorsports, as a result of which timely, complete or correct fulfillment of the Agreement is no longer possible.
2. Force majeure as referred to in the previous paragraph also includes, but is not limited to: non-compliance with a third party, illness within the Warriorsports team itself or a third party, abnormal weather conditions, disruptions in water and energy supplies, strikes, serious failures in the systems of Warriorsports or its suppliers as well as any other default of suppliers and / or third parties engaged, fire, floods, natural disasters, riots, war or other domestic disturbances.
3. In the case of force majeure, compliance with the Agreement will be suspended as long as the force majeure continues.
4. If the force majeure continues for more than one month, both parties are entitled to dissolve the Agreement without the intervention of a judge. In such a case, Warriorsports will repay any amounts paid, deducting all costs Warriorsports has made in connection with the Agreement.

Article 12 Confidentiality of data

1. Each party warrants that all information received from the other party that is known or should be known to be of a confidential nature will remain secret. The party receiving confidential information will only use it for the purpose for which it was provided. In any case, data is considered confidential if it is designated as such by one of the parties.
2. Warriorsports cannot be held to this if the provision of data to a third party is necessary pursuant to a court order, a statutory regulation or for the correct implementation of the Agreement.
3. In addition, by agreeing to these Terms and Conditions, the Customer gives Warriorsports permission to collect information of a non-personal nature, in order to keep progress statistics.

Article 13 Intellectual Property

1. Warriorsports reserves the rights and powers vested in it under the Copyright Act.
2. All rights on the Warriorsports punch ball are from Warriorsports.
3. Customer accepts that the Website, structure, content and concept belong to the intellectual property right of Warriorsports .
4. The Customer is not allowed to remove characters that refer to the intellectual, industrial and other property rights of Warriorsports . Customers may not circumvent or manipulate the technical measures placed by Warriorsports or third parties on the Website, photos, videos and texts for the protection of its intellectual property rights.

Article 14 Complaints

1. The Customer is obliged to report any complaints in writing to Warriorsports within three (3) weeks after the date on which the Service was performed .
2. If the complaint is justified, Warriorsports will negotiate with the Customer in order to arrive at an appropriate solution. The solution may consist of a refund of the amount paid by the Customer or part thereof, or the provision of a new Service free of charge.
3. Complaints do not suspend the payment obligation, regardless of any justification.

Article 15 Identity of Warriorsports

1. Warriorsports is registered with the Chamber of Commerce under number …… and carries VAT identification number ……. . Warriorsports is located at Wonderfontein 54 (1448 SM) in Purmerend.
2. Warriorsports can be reached by e-mail via info @ Warriorsports.nl EU, through the website www.Warriorsports-pb.com EU A complaint can be submitted to Warriorsports by email .

Article 16 Applicable law and competent court

1. Dutch law applies to the legal relationship between Warriorsports and its Customers.
2. All disputes that may arise between Warriorsports and its Customers are settled by the competent court of the District of North Holland.