LITTLE **BRANDS**

General Terms and Conditions
Gekiere.com BV – Little Brands

2026 - 2027

interior inspired toys

General Terms and Conditions Gekiere.com BV - Little Brands

1. Definitions

1. Little Brands is the trading name under which Gekiere.com BV sells its products. Its registered office is at Roombaardstraat 18, 9810 Nazareth-De Pinte, Belgium. Its company registration number is 0824.760.514 and its Belgian VAT number is BE 0824.760.514. Its Dutch VAT number is NL826157567B01. Contact: info@littlebrands.be.

2. These terms and conditions apply exclusively to customers entering into the agreement for purposes relating to their professional or business activities.

3. The parties are Gekiere.com BV and the customer.

2. Applicability of the General Terms and Conditions

1. These terms and conditions apply to quotations, orders, agreements and deliveries of products or services by Gekiere.com BV.

2. The customer receives these terms and conditions or is given access to a downloadable version before the agreement is concluded.

3. Specific arrangements expressly agreed between the parties shall prevail.

3. Prices

1. Prices are expressed in euros and exclude VAT unless expressly stated otherwise.
2. Changes to the price list apply to future agreements.
3. The agreed price and any additional costs are stated in the accepted quotation or order confirmation.
4. Any change after conclusion of the agreement requires the consent of both parties.

4. Payments and Payment Terms

Payment shall be made before delivery unless the parties agree on payment by invoice when placing the order. In that case, the agreed due date shall apply within the statutory limits. If no payment period has been agreed, the statutory payment period shall apply. Gekiere.com BV shall issue invoices in the form required by the applicable VAT rules.

→ Select “manual payment” if payment by invoice has been agreed.

5. Consequences of Late Payment

1. Where Gekiere.com BV has fulfilled its contractual and statutory obligations and a payment due remains unpaid on its due date, statutory interest for late payment in commercial transactions shall accrue automatically on the outstanding amount from the following day, without prior notice of default, unless the customer proves that it is not responsible for the delay.

2. Where such interest is payable, the statutory fixed recovery compensation of € 40 shall also be payable. Reasonable additional recovery costs may be claimed in accordance with the law, without double compensation.

3. Gekiere.com BV may suspend the relevant performance under the conditions of Article 6.

4. In the event of insolvency, the enforceability of claims shall be determined by the applicable mandatory law.

6. Right of Suspension

Either party may suspend performance of a related obligation to the extent permitted by law. Suspension shall be exercised in good faith and remain proportionate to the breach.

7. Right of Retention

Gekiere.com BV may retain goods in its actual possession under the statutory conditions for as long as the due and payable claim relating to those goods remains unpaid. Gekiere.com BV shall take proper care of the goods.

8. Set-off

The parties may set off mutual debts in accordance with the statutory conditions.

9. Retention of Title

1. Orders shall be paid for in full before delivery, including in the case of dropshipping. Delivery before full payment is possible if the parties have agreed this in writing for the order concerned or in a prior arrangement with the customer applicable to that order.

2. Ownership of the delivered goods shall pass once the full purchase price for the goods concerned has been paid. Until the purchase price has been paid, the customer shall take proper care of the goods and keep them reasonably identifiable.

3. Where delivery takes place before full payment, the customer may resell the goods concerned or arrange for their direct delivery to its own customer only with the written permission of Gekiere.com BV. Prior written permission from Gekiere.com BV is also required for pledging or otherwise encumbering the goods.

4. If the due and payable purchase price remains unpaid, Gekiere.com BV may demand the return in writing of goods that remain recoverable, in accordance with applicable statutory rules. The parties shall agree on a reasonable period and practical arrangements for their return.

5. Gekiere.com BV shall offset the value of the recovered goods against the relevant claim and pay any surplus to the customer. Reasonable, demonstrable direct recovery costs shall be borne by the customer to the extent legally recoverable.

10. Delivery

1. Before acceptance, availability is a condition for confirmation.

2. Following acceptance, Gekiere.com BV shall deliver to the agreed address, including where this is the address of the customer's own customer.

3. If an agreed advance payment is not made, Gekiere.com BV may suspend the relevant delivery subject to the statutory conditions.

4. Risk shall pass upon delivery to the customer or to the recipient designated by the customer at the agreed address. Where the customer or its own carrier collects the goods, risk shall pass when the goods are handed over to that person.

11. Delivery Time

1. Delivery times are indicative unless a binding date has been expressly agreed. In the event of a delay, Gekiere.com BV shall communicate the expected delivery date.

2. Where a notice of default is required, the supplier shall be granted a reasonable additional period. If delivery does not take place, the customer retains the remedies provided by law and this agreement.

12. Actual Delivery

1. The customer shall provide correct address and contact details and ensure that receipt is possible at the agreed address.

2. If delivery fails due to circumstances attributable to the customer, the parties shall arrange a new delivery. Reasonable and demonstrable additional costs arising directly from this may be charged to the customer.

13. Transport Costs

The agreed shipping or transport costs shall be specified in the quotation or order summary before the agreement is concluded.

14. Packaging and Shipping

The recipient shall report visible transport damage to the carrier upon receipt insofar as possible. The customer shall notify Gekiere.com BV of any damage as soon as possible, with available photographs

15. Storage

In the event of a delay in taking delivery attributable to the customer, Gekiere.com BV shall store the goods with due care. Reasonable and demonstrable storage and redelivery costs directly resulting from that delay shall be borne by the customer.

16. Warranty

Any commercial warranty shall apply in accordance with the warranty conditions communicated at the time of sale. Statutory and agreed rights in respect of non-conforming delivery and hidden defects shall remain applicable.

17. Indemnification and Product Safety

1. Each party shall be responsible to the other for third-party claims insofar as they result from a breach attributable to that party.

2. The parties shall promptly inform each other of safety notifications and cooperate in traceability, corrective measures and recalls in accordance with their applicable statutory obligations.

18. Complaints

1. The customer shall inspect the delivery for visible discrepancies within a reasonable period and report them as soon as possible. Defects discovered later shall be reported as soon as possible after discovery.

2. Where possible, the notification shall include the order number, the goods concerned and a description of the problem. Applicable statutory rights and time limits shall remain in force.

19. Notice of Default

Any required notice of default shall be sent in writing to the contact address provided by the other party. Email is permitted. The statutory rules on notification and the cases in which no notice of default is required shall remain applicable.

20. Joint and Several Liability of the Customer

Where several businesses, acting as the customer, undertake the same contractual payment obligation, they shall be jointly and severally liable for that obligation.

21. Liability

1. Each party shall be liable in accordance with applicable law. To the extent permitted by law, loss of profit and lost savings are excluded.

2. To the extent permitted by law, the total compensation payable by Gekiere.com BV to the customer for a single event causing damage or a series of related events shall be limited to the total agreed price, excluding VAT, of the order or orders to which the damage directly relates.

3. The exclusion and cap shall not apply in the event of intentional misconduct or gross negligence by the party concerned or persons for whom it is responsible, injury to life or physical integrity caused by a fault, failure to perform an essential obligation, or where mandatory law precludes the limitation, including mandatory product liability. The cap shall not limit any repayment or restitution obligation.

4. Expressly agreed product characteristics shall remain binding. Images may show minor visual differences that do not affect the agreed characteristics.

22. Termination

1. Either party may terminate the agreement in accordance with the applicable statutory conditions.

2. Where a notice of default is required, it shall be sent beforehand and, where appropriate, a reasonable period to remedy the breach shall be granted.

3. Extrajudicial termination shall be communicated in writing, specifying the particular breaches.

4. Settlement shall take place in accordance with the statutory rules on restitution and any retention of title.

23. Force Majeure

1. Where performance becomes impossible for reasons not attributable to the affected party, that party shall notify the other party of the cause and expected consequences as soon as possible.

2. In the event of temporary impossibility, the affected performance shall be suspended.

3. If the impediment lasts longer than 30 calendar days, either party may terminate the affected part in writing. Advance payments for performances that definitively will not take place shall be refunded in accordance with the applicable rules.

24. Amendment of the General Terms and Conditions

1. A new version shall apply to future agreements for which the customer can consult and accepts that version before the agreement is concluded.

2. Any amendment to an ongoing agreement requires the express consent of both parties.

25. Assignment of Rights

Transfer of the entire contractual position requires the other party's prior written consent. Assignment of individual claims shall be governed by the statutory rules.

26. Consequences of Invalidity or Voidability

If a provision is invalid, the agreement shall remain binding insofar as it can continue to exist without that provision. Any replacement arrangement requires the consent of both parties and must comply with applicable law.

27. Applicable Law and Competent Court

1. This agreement shall be governed by Belgian law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

2. The Belgian courts having subject-matter jurisdiction sitting in Ghent shall have exclusive jurisdiction over disputes arising from or relating to the agreement, subject to mandatory rules on jurisdiction.

Drawn up in November 2026

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