General Terms and Conditions
RAPidGear B.V.

Last updated: 01 December 2024

These terms and conditions regulate the use of the website and govern the sale of goods by RAPidGear.cc, property of RAPidGear BV (Hereinafter RAPidGear), with address at Edisonstraat 20B, 2171TV Sassenheim, The Netherlands. E-mail: team@rapidgear.cc.

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1. Definitions

1.1. Seller: RAPidGear B.V., registered at Edisonstraat 20B, with KvK registration number 95810145, operating the website www.rapidgear.cc.
1.2. Buyer: The party purchasing goods from the Seller under these terms and conditions.
1.3. Goods: All products offered by the Seller, including but not limited to performance apparel, replica apparel, accessories, and merchandise.
1.4. Agreement: Any contract, purchase order, or pre-sale agreement between the Seller and Buyer regarding the sale of Goods.
1.5. Pre-Sale Order: An order placed in advance of production by the Buyer for Goods specifically manufactured for the Buyer.

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2. Applicability

2.1. These Terms and Conditions apply to all offers, quotations, pre-sale orders, Agreements, and the use of the RAPidGear website.
2.2. Deviations from these Terms and Conditions are only valid if expressly agreed to in writing by the Seller.
2.3. The Buyer's terms and conditions are expressly excluded unless agreed to in writing by the Seller.
2.4. Use of the RAPidGear website is subject to compliance with these Terms and Conditions.

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3. Website Usage

3.1. By accessing and using the RAPidGear website, the Buyer agrees to use the website only for lawful purposes.
3.2. The Buyer may not use the website to distribute viruses, spam, or any malicious content or engage in any activity that interferes with the operation of the website.
3.3. RAPidGear reserves the right to monitor website activity and restrict access to any user in case of misuse or violations of these Terms and Conditions.
3.4. The website and its content, including but not limited to text, images, logos, and designs, remain the property of RAPidGear and are protected by intellectual property laws.

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4. Offers and Pre-Sale Orders

4.1. All offers and quotations are non-binding unless explicitly stated otherwise.
4.2. Pre-sale orders are final and cannot be canceled or modified by the Buyer after confirmation. The Buyer acknowledges that Goods are custom-manufactured specifically for their order under a quick-turn production process.
4.3. By placing a pre-sale order, the Buyer agrees to the stated production timeline and delivery schedule provided by the Seller.

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5. Pricing and Payment Terms

5.1. Prices are exclusive of VAT, shipping, duties, and other applicable taxes unless otherwise agreed.
5.2. A deposit of 10% of the total order value is required at the time of placing a pre-sale order, with the balance due before shipment. Exceptions to this may apply at the Seller's discretion, including cases where (a) the full pre-sale amount is required as a deposit, or (b) no deposit is required.

5.3. In case of late payment, the Buyer will be charged statutory interest plus 12,25%, along with any collection costs incurred by the Seller.
5.4. The Seller retains ownership of the Goods until full payment is received.

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6. Production and Delivery

6.1. Goods ordered during a pre-sale are custom-manufactured based on the specifications provided by the Buyer.
6.2. Delivery dates are estimates and depend on the timely completion of production. The Seller is not liable for delays caused by third parties, force majeure, or unforeseen circumstances.
6.3. The risk of loss or damage to the Goods passes to the Buyer upon delivery as per the agreed Incoterms.

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7. Cancellation and Modifications

7.1. Pre-sale orders are non-cancelable and non-refundable. Goods are specifically produced for the Buyer and cannot be resold or repurposed by the Seller.
7.2. Modifications to pre-sale orders are not permitted once the production process has commenced.

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8. Inspection and Complaints

8.1. The Buyer must inspect the Goods immediately upon receipt and notify the Seller in writing of any visible defects or discrepancies within 7 days.
8.2. Hidden defects must be reported in writing within 14 days of discovery but no later than 60 days after delivery.
8.3. Failure to notify the Seller within these timeframes constitutes acceptance of the Goods.

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9. Returns and Warranty

9.1. As Goods are custom-manufactured for the Buyer, returns are not accepted except in the case of defects explicitly covered under warranty.
9.2. The Seller warrants that the Goods conform to the agreed specifications. Warranty claims are limited to repair, replacement, or refund at the Seller's discretion.
9.3. The warranty does not cover normal wear and tear, misuse, or improper storage.

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10. Liability

10.1. The Seller's liability is limited to the purchase price of the defective Goods.
10.2. The Seller is not liable for indirect, consequential, or incidental damages, including loss of profit or business interruption.

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11. Force Majeure

11.1. The Seller is not liable for any failure to perform due to circumstances beyond its reasonable control, including but not limited to natural disasters, labor strikes, governmental actions, or supply chain disruptions.

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12. Termination

12.1. Either party may terminate the Agreement in the event of a material breach by the other party that is not remedied within 30 days of written notice.

12.2. The Seller may terminate the Agreement immediately if the Buyer becomes insolvent, files for bankruptcy, or fails to pay invoices when due.

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13. Intellectual Property

13.1. All intellectual property rights associated with the Goods, including but not limited to designs, logos, and branding, remain the property of the Seller or its licensors.
13.2. The Buyer may not reproduce, modify, or distribute the Seller's intellectual property without prior written consent.

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14. Confidentiality

14.1. Both parties agree to keep all non-public information disclosed during the Agreement confidential and not use it for any purpose other than fulfilling the Agreement.

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15. Governing Law and Dispute Resolution

15.1. These Terms and Conditions are governed by the laws of the Netherlands.
15.2. Any disputes arising from these Terms and Conditions will be subject to the exclusive jurisdiction of the competent courts in Amsterdam.

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16. Amendments

16.1. The Seller reserves the right to amend these Terms and Conditions. Amendments will be communicated to the Buyer and apply to future Agreements.

Contact Information
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