



## **BUVETEX INTERNATIONAL NV CONDITIONS OF SALE**

1. An order placed by the Buyer, whether by verbal agreement or in writing (based on the yearly catalogue or a specific offer), shall be considered an official agreement and shall be deemed to constitute unconditional acceptance of the Seller's (BUVETEX MK DOOEL ) general conditions of sale.
2. The Buyer's standard terms and conditions of purchase shall not be applicable.
3. The Seller shall not be obliged to continue or resume the sale of any article from the catalogue, be it with or without informing the Buyer.
4. Images, coloring, patterns, measurements, etc. used in samples shall be as accurate as possible, but will not be strictly binding. Small deviations are admissible and the Seller shall be allowed to deliver these goods to the Buyer if they are of good quality.
5. The Seller has the right to alter at any time the finishing, colors, composition etc of the articles. The price can always be revised based on a price increase of raw materials, increase in salaries, etc. and any other reason which could not have been reasonably foreseen when entering into the agreement.
6. Collections that were given on consignment always remain property of the Seller. Therefore the Buyer may always be asked to return these collections.
7. For special orders (articles not from stock) a 50 % advance payment shall be required with the order and 50 % payment on delivery.
8. The Seller shall try to respect delivery periods but shall not accept any penalty fee for late delivery. A delay in delivery cannot be grounds for a cancellation by the Buyer of the order in question.
9. Delivery time starts as soon as the Seller has all the necessary details and/or all the advance payments have been done
10. In case of force majeure, the Seller shall not be obliged to honor the agreement. Circumstances beyond control are all the conditions, foreseen or unforeseen that the Seller cannot control, strikes included.
11. Parcels <30kg are delivered franco to the Benelux, France, Germany and Austria when a minimum amount of 250€ per order is reached. Orders, shipped to the very same countries, but placed through the Buvetex webshop, are delivered franco as from 150€ per order.
12. Freight costs for standard parcels <30kg, in case of a purchase below the minimum order fee, equal 12€ per order.
13. Parcels to other destinations, overweight parcels (>30kg), oversized parcels as well as pallets are invoiced as per outlays.
14. The goods are transported on the Buyer's responsibility. The Seller cannot be held responsible for damages or loss occurred during transport.
15. Additional costs, if any, such as taxes or custom formalities, are payable by the Buyer.
16. The invoices of the Seller are payable on the expiry date mentioned (on the invoice).
17. Any remarks about an invoice have to be done in writing, within 8 days of invoice date.

18. In the event of late or non-payment by the Buyer, the Buyer shall be deemed to be legally in default, without any notice and without legal action being required. The Seller has the right to charge an interest of 1,5 % per month. Moreover if the arrears extend to more than 60 days after the due date, the amount due shall be automatically increased with 10 % reimbursement plus an amount of € 25 for administrative costs.
19. In the event of late or non-payment the Seller shall be entitled to suspend his obligations and to alter or completely stop further deliveries.
20. As long as the delivered articles have not been fully paid by the Buyer or if the Buyer has not fully complied with all his obligations, the Seller shall retain ownership of these articles. Therefore these articles cannot be processed, sold on or used as a means of payment.
21. In case of bankruptcy or insolvency on behalf of the Buyer, the Seller shall be relieved of any further obligation and may consider the contract legally dissolved without any prior notification.
22. Extra costs incurred due to unpaid drafts, checks or bills of exchange, as well as other collection fees, shall be charged separately to the Buyer.
23. The Seller shall not accept return shipments for special orders, half leather skins, purchases older than 3 months and treated articles (which are cut and/or confectioned).
24. The Buyer is obliged to inspect the delivered goods immediately for quality, quantity and correct delivery. Any complaint should be made in writing within 8 days of delivery and before the delivered goods are processed or sold on. The Seller shall consider the complaint null and void if any of these obligations are not fulfilled.
25. The Buyer shall enable the Seller to thoroughly examine the complaint. If the Seller can justify that the complaint is unfounded, all costs shall be charged to the Buyer.
26. The Buyer shall be deemed to have been informed as to nature, quality, technical characteristics, the use of ordered goods and maintenance instructions. Complaints about discoloring or premature wearing out shall therefore not be accepted.
27. The Seller's maximum liability shall in no circumstance exceed the net amount of the goods in question. The Seller shall not be liable for damages due to loss of turnover, loss of proceeds, missed profit or any other indirect damage; this on behalf of the Buyer, indirect or consequential damage..
28. All contracts between the Buyer and the Seller shall be governed by and construed in accordance with the laws of Belgium. Any judicial disputes shall be brought before the competent courts of Mechelen. All collection fees shall be paid by the Buyer.