

Terms and Conditions

Company name: Stylepoint BV

Company address:

Maarssenbroeksedijk 2b
3542 DN Utrecht
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Chamber of commerce: Utrecht
Chamber of commerce number: 24.39.35.35
Vatnumber: NL8155.62.470B01
Website: www.stylepoint.nl

1. Definitions

- The company- means Stylepoint BV
- The Customer- means the customer of the Company
- The contract- means and contact entered into between the Company and the Customer.
- The goods- means any goods the subject of any Contract and shall include any parts or parts of the them and any materials incorporated in them.

2. Extent of Contract

- 2.1. The following conditions shall be incorporated in every Contract to the exclusion of all other terms representatives conditions and warranties express or implied by statue or otherwise and together with any acceptance and delivery notes and invoices issued by the Company in connection with the Goods shall constitute the whole of the Contract.
- 2.2. The Contract shall not be varied except by the written agreement of the Company.
- 2.3. The Contract shall be governed by Dutch law and the parties consent to the exclusive jurisdiction of the Dutch courts in all matters regarding the Contract.
- 2.4. Orders should identify the term descriptions and code numbers of the Goods and must be for full standard carton quantities.
- 2.5. Requests to cancel Contacts may be refused unless accompanied by payment in full of any charges made by the Company for work undertaken in connection with the Contract and the Company shall have the right to sell any goods not paid for.
- 2.6. Prices quoted and descriptions of goods and the Company's conditions of sale may be altered by the Company at any time without notice.

3. Acceptance

3.1 No Contract shall come into existence until the Customers order is accepted by the earlier of the Company's written acceptance, the delivery of the Goods, and the Company invoice.

4. Specifications and Publicity Material

- 4.1. The Company shall not be liable for any variations in the specification of the goods which do not materially affect the use and operation of the Goods or for the substitution of any materials or component parts of the Goods by other materials or parts of a quality equal or superior to those originally specified.
- 4.2. The description and illustrations contained in the Company brochure / price list, and other advertising materials are intended merely to present a general idea of the goods, described in them and shall not form part of the Contract.

5. Prices and Payment

- 5.1. All prices shall be calculated and paid in Euro prices do not include V.A.T or other taxes but do include Standard packaging. Unless otherwise agreed in writing prices include insurance and carriage to destinations in mainland Europe but in other cases and in the case of Goods for export are ex in the Company premises.
- 5.2 Prices quoted are not fixed and will be those ruling at the date of despatch in respect of the quantity of Goods invoiced irrespective of the quantity for which the price was quoted.
- 5.3. Payment must be made strictly as agreed per individual agreement.
- 5.4. If the customer fails to pay the invoice price by the due date he shall pay interest on the amount unpaid from the date on which payment was due to that on which it is made (whether before or after judgement) at the rate of 3% over our Bankers base rate from time to time in force and the Company may suspend delivery or performance or may terminate the Contact in respect of undelivered Goods without liability to the Company and without prejudice to any claim against the Customer.
- 5.5. Samples – All samples will be charged at the customers standard invoice rate plus carriage costs.

6. Title

6.1. Title in the goods shall remain in the company and not pass to the Customer (who shall, nevertheless, subject to the conditions stated below, be entitled to resell as principal only in the ordinary course of business) until the Company has received in cash or cleared funds payment in full of the price of the Goods and of all other debts owed to it by the Customer on any account.

6.2. Until title Passed:

6.2.1. The customer shall hold the Goods as bailee for the Company and ensure that they are at all times clearly identified as the property of the Company who shall without prejudice to any other remedy, be entitled to maintain an action for the price of the Goods although title in them has not passed to the Customer.

6.2.2. The Company shall be entitled at any time on demand to repossess and sell any or any of the Goods and thereby terminate (without any liability to the customer) the Customers right to sell them and for any of those purposes or for the purpose or for the purpose of determining what, if any, Goods are held by the Customer and inspecting them, to enter any premises where the Goods are or are reasonably thought to be stored.

6.3. The Customers rights against the purchaser in respect of any Goods in which title has not passes to the Customer shall if the Company so requests in writing, be immediately assigned to the Company and any proceeds of sale or insurance therefrom paid to a separate bank account and pending such request and assignment such rights shall be held on trust for the Company.

6.4. The Company transfers to the Customer only such title and rights of use as the Company has in any rights as that party had and has transfers to the Company.

7. Risk, Delivery of Goods and packaging

7.1.1. Goods the price of which includes insurance and carriage are at the Customers risk from the time of delivery to the Customer.

7.1.2. In all other cases, unless otherwise agreed in writing, the Goods are at the Customers risk from whichever is the earlier of delivery to the carrier (who shall be the Customers agent whoever pays his charges) or to the customer.

7.2. The Company may deliver the Goods by installments, and no default or failure by the Company in respect of any one or more installments shall vitiate the Contract in respect of Goods previously delivered or undelivered Goods.

7.3. If the Customer fails to take in delivery of the Goods or any part of them on the due date or fails to give adequate forwarding instructions enabling the Goods to be delivered on the due date, the Company may issue a written notice to the customer whereupon risk in the goods will pass to the Customer and thereafter the company may insure and store the Goods at the expense of the Customer and the Customer shall indemnify the Company against all losses and liabilities arising out of such failure.

7.4. Unless otherwise agreed in writing all packaging materials other than the Company's standard packaging shall be paid for by the customer at the invoice price.

7.5. The Company may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of Goods ordered.

7.6. In case of custom made patterns quantities cannot be guaranteed and although quantity variations will be minimised overages/shortages within a = 10% of the quantity ordered must be accepted by the Customer.

7.7. Any dates stated by the Company for the delivery of Goods is approximate only and shall form part of the contract.

8. Return of Goods

8.1. Return of goods – Under no circumstances will returned goods be accepted without a valid goods return note (GRN) number.

8.2. All goods returned for credit will be subject to a goods return charge of 20% of the invoice value of the goods. All carriage costs for returns are the responsibility of the customer.

8.3. All goods for return must be in original packaging and returned within 30 days of invoice. Failure to adhere to this will result in goods being returned to the customer at the customers expense.

9. Claims Notification

9.1. Failure to advise the Company of the non-delivery of the Goods or any of them as soon as practicable and in any event within 7 days after the date of the invoice will release the Company from liability for claims for non-delivery.

9.2. Customers are deemed to have examined all goods within 3 days after the date of delivery and to be satisfied that the Goods are undamaged of the correct quantity and in accordance with the Contract unless a written notice to the contrary specifying the Company's advice note number and the nature of the alleged damage or deficiency is given within that time to the Company and any carrier.

10. Extent of Liability

10.1. The Company shall not be liable for any loss or damage howsoever arising (whether in contract, tort including negligence breach of statutory duty restitution or otherwise, for any injury, death, damage or direct, indirect or consequential loss all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss in the performance of the contract except as stated in this clause.

10.2. Except as provided in this clause, the Company hereby excludes to the fullest extent permissible in law all conditions, warranties and stipulations, express other than those set out in the Contract or implied, statutory customary or otherwise with but for such exclusion would or might subsist in favour of the Customer.

10.3. Where any Goods are lost or damaged in transit before delivery to the Customer in accordance with Condition 7.1.1

10.3.1. The Company shall at its option either replace them free of charge or allow the Customer a credit for their invoice value and-

10.3.2. In all other cases unless otherwise agreed in writing, the Company shall not be liable where the Goods are lost or Damaged in transit and all claims by the Customer shall be made against the carrier and replacements for lost or damaged Goods will be supplied by the Company if available at the prices ruling at the date of despatch.

10.4. The Company's liability under these conditions of sale and in manufacturing and selling the Goods to the buyer shall not exceed the invoice price of the Goods in question.

10.5. Where only some or part of the Goods are not of satisfactory quality or in accordance with the parts of the Goods and no set off or other claim shall be made by the Customer against or in respect of such other or other parts of the Goods.

10.6. If the Goods are manufactured in accordance with any design or specification provided or made by the Customer the Customer wants that the design or specification does not infringe the rights of any other person and shall indemnify the Company in respect of all claims and losses arising out of such infringement whether alleged or actual.

10.7. If the Goods are decorated altered or subject to any further process by the Customer or by any agent or third party appointed by Customer the Customer shall indemnify the Company in respect of all claims and losses arising from the goods.

10.8. Nothing in these conditions of sale shall exclude or limit the Company's liability

10.8.1. For breach of the Company's obligations arising.

10.8.2. For personal injury or death resulting from the Company's negligence.

10.8.4. For any matter which it would be illegal for Company to exclude or attempt to exclude its liability.

10.9. In event of any breach of the Company's express obligations under these conditions of sale, the remedies of the Customer will be limited to damages.

11. Force Majeure

11.1 The Company shall not be liable for any delay or other failure to perform the whole or any part of the Contract caused by factors outside the Company's control.