

## **Wholesale**

### **Term & Conditions**

**Bohemia is the trading name of Banjara Ethnic Art (org. nr. SE 690913-0541)**

#### **1. Applicable conditions:**

1.1 These conditions shall apply to all contracts for the sale of goods by Bohemia to the customer to the exclusion of all other terms and conditions including any which the customer may purport to apply under any purchase order, confirmation of order or similar document.

1.2 No variation of these conditions shall be valid unless agreed in writing by Bohemia. No oral representations of any

Kind made before or after this contract may be relied upon by the customer.

#### **1. Cancellation or amendment of orders:**

2.1 Orders can only be cancelled or amended within 10 days of the date of the order.

2.2 If the order is cancelled or reduced later than 10 days after the date of the order then the customer will be liable to pay to Bohemia liquidated damages amounting to 50% of the order value or of the value of the cancelled items. The customer accepts that this is a genuine pre-estimate of the loss or damage Bohemia is likely to suffer.

2.3 Bohemia has the right to add an additional 20 % administration/legal fee if Bohemia need to claim payment thru the debt collector service in respective country of the customer. The administration/legal fee will be raised in a separate invoice.

#### **1. Delivery:**

3.1 Bohemia shall use its reasonable endeavours to deliver all orders by the date specified on the order confirmation.

3.2 Notwithstanding 3.1 above, Bohemia shall in no circumstances be responsible for any costs arising from delays to delivery dates and delayed delivery shall not be a valid reason for customers to cancel their orders.

3.3 It is the customer's responsibility to ensure that the contents of any consignment are in accordance with the packing list attached and, if no packing list is present, it is the customer's responsibility to contact Bohemia immediately to ensure that all items comprising a consignment are present. Once signed for, no claims for failure to deliver may be levied against Bohemia.

3.4 Bohemia do not guarantee that all orders can be delivered 100 % or that all ordered items will be delivered in specific combinations made by the customer. And therefore will not be regarded as valid reason for cancellation.

#### **1. Returns:**

4.1 Bohemia products are handmade and there may be small differences in colour and finish between different batches of products. This shall not constitute a reasonable reason for the return of the goods.

4.2 Any notifications of discrepancies or faults must be made in writing by the customer to Bohemia within 14 days of the date of delivery.

4.3 If a genuine fault with any items is established, Bohemia will replace the item, or if a replacement is not available, issue a credit note. A credit note will also be issued in respect of the costs reasonably incurred by the customer in returning genuinely faulty items to Bohemia.

4.4 Strict attention must be given to the care labels on the garments and failure to comply with the recommended care instructions will not constitute a valid reason for returns.

#### **1. Warranties and liability:**

5.1 Bohemia warrants that the goods supplied will at the time of delivery correspond to the description given by Bohemia.

5.2 All other warranties, conditions or terms relating to fitness for purpose, quality or condition as to goods whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

#### **1. Price and payment:**

6.1 The price shall be the price set out on our seasonal order form. The price is exclusive of VAT and carriage charges.

6.2 The order is made pro-forma. The total invoice amount has to be paid within 14 days to Bohemia after Bohemia's notification that the customers order is ready to be shipped out to them. After Bohemia has received the full invoice amount the shipment will be send out to the customer.

6.3 When the customer wants to receive their goods outside the delivery period stated on the order form/decided by Bohemia, a deposit of 25% of the wholesale price is payable on point of order and the balance shall fall due together with carriage charges in the Performa invoice.

#### **7 Exclusivity:**

7.1 We do not guarantee exclusivity of sales in a region or city.

#### **8 Law & jurisdiction:**

8.1 This contract is subject to European law.