

GENERAL TERMS

1) General conditions

The present General Conditions shall apply to every contract of CASAL SA ("Supplier") for the sale of fabrics or any other goods, as identified in the order confirmation ("Goods") to any person, company or entity who has purchased or agreed to purchase Goods from the Supplier ("Customer"), unless otherwise agreed in writing. Any general purchasing conditions of the Customer do not apply unless expressly accepted in writing by the Supplier.

2) Contract closure

Each Order will be deemed to be an offer by the Customer to purchase the Goods subject to these Conditions. No Order will be deemed to have been accepted by the Supplier, and no Contract will be formed, until a written order confirmation has been issued by the Supplier.

3) Delivery

As orders are usually prepared and sent within 24h. Thus, once an order has been received and accepted by the Supplier, it cannot be cancelled by the Customer.

If the Goods are not available for immediate delivery, the Supplier shall inform the Customer and provide an estimated delivery time. Any period or date for delivery stated by the Supplier is an estimate only and is not a contractual commitment. The Supplier will endeavour to meet any estimated delivery dates, but in no circumstances whatsoever will the Supplier be liable for any loss or damage suffered by the Customer or any other person for failure to meet an estimated delivery date. If the order shall be cancelled due to the estimated delivery date, the Customer shall immediately inform the Supplier at reception of the order confirmation.

Delivery costs are charged extra at a rate depending on the delivery method chosen. Charges do not include customs or import duties which may be applied to the order by the relevant authorities. The Supplier has no control of these and it is the separate responsibility of the Customer to pay for them. It is recommended that the Customer checks with local customs office in advance. The Supplier is not liable to the Customer in any respect connected with the non-delivery or late delivery of Goods, however the delay or non-delivery was caused. In the event of delivery of damaged packages, explicit and detailed reservations must be indicated by the customer on the delivery note. No dispute can be considered without these essential elements.

The Supplier has the right to cancel, suspend or delay, whole or in part, any orders due to any event in the nature of force majeure or beyond the Supplier's control. The Supplier has the right to discontinue particular items in response to production issues or the market demand. The Customer waives any and all claims and rights relating to any cancellation or delay in delivery of the Goods including, without limitation, any and all claims for direct, indirect, incidental, consequential or other damages or compensation.

The Supplier reserves the right, at its sole option, to cancel or withhold the delivery of any Goods, (in whole or in part):

- until receipt of a satisfactory credit reference in respect of the Customer, or where the supply of such Goods would exceed any credit limit which the Supplier may, in its absolute discretion, have granted to the Customer.
- the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or otherwise admits its inability to pay its debts.

4) Prices and discounts

Prices will be those as at date of dispatch. All the prices are VAT excluded and are subject to change without notice. Unless an alternative arrangement is agreed in writing, the price of the Goods is on an ex works basis and is therefore exclusive of the costs and charges of insurance and transport of the Goods, which may be separately invoiced to the Customer. The minimum ordering quantity is 1m per article/colour, unless for items under € 20.00/m for which the MOQ will be 3m. The Supplier may offer discounts for specific reasons, such as the specific activity of the Customer, the quantity of the order, display purpose or personal use. All discounts refer to the price excluding delivery charges. Such discounts may only be applied to purchases made through the Customer's account in respect of which the discount was offered and are not transferrable or redeemable for cash and cannot be used retrospectively. Sampling: the quota of free CFAA4/A5 is set at 50 per year. If this quota is exceeded, each sample will be invoiced at €1.5 excluding VAT.

Discounts are subject to any additional specific terms and conditions which are specified at the point of issue. The Supplier reserves the right to reject any request of discount at its sole discretion and to modify any discount agreement at any time without prior notice. In case the Customer requires a special production, a 50% deposit may be required before launching the production. The accepted level of tolerance on the quantities delivered by comparison to the quantity ordered for a special production is of +/- 5% per article/colour and per order.

5) Payments

Terms of payment are strictly net and specified on the invoices. Unless otherwise expressly appropriated by the Supplier, payments shall be deemed to discharge the Customer's oldest debt and shall first reduce any costs and interest outstanding before reducing the principal debt. Depending the items or the total amount of the order, a 50% deposit may be required prior to the order being accepted. This may also apply to orders where special prices have been negotiated.

The Customer must inform immediately with full details in case of dispute on any payment. The Customer may not deduct or withhold any amount from payments to the Supplier for any reason (whether set off, counterclaim or other reason).

6) Claims and returns

The Customer shall rely on its own judgement and skill in all respects and must satisfy itself as to the condition, quality and suitability of the goods and fitness for the purpose(s) for which the Customer wishes to use the Goods. No liability will be accepted for changes in appearance, performance or defects in any of the Supplier's fabrics if they are used for the wrong purpose(s) or treated after purchase by any process, including flame proofing or the application of stain repellent treatments, for any reason whatsoever.

The Customer will immediately inspect all deliveries made by the Supplier to its premises or those of a nominated third party. Claims will only be considered if the fabric has not been cut and the matter has been raised with the Supplier within 15 days of receipt of the goods. Indent goods are not returnable.

When incorrect or faulty Goods have been supplied, the Customer shall provide full details of Goods to be returned together with written details of reason for return and pictures of the claimed faults. The Supplier will remedy any claims for defective Goods by replacement or repair. Failing this, claims are limited to a sum not exceeding the invoiced value of the Goods. The Supplier will be under no liability to the Customer for any consequential losses, losses of profit, losses of opportunity, any indirect damages or losses, expenses or costs arising from or connected with any defective Goods.

All returns must be approved by the Supplier and arranged following the Supplier's instructions. If the Supplier agrees to accept the return of correctly supplied Goods over 3 metres the Supplier shall charge a service Charge of 20% of invoiced value. Correctly supplied goods under 3 metres cannot be returned.

7) Quality

The Customer expressly acknowledges that swatches, colour samples and other kinds of samples constitute approximate references for the quality of the goods. The Customer acknowledges that production lots and batches can vary slightly in colour and shade. Accordingly, the Supplier cannot guarantee that colour and shade of any Goods will be identical to any previous order or to any sample or to the way that the goods are displayed on the website. Also, due to the design of some pattern fabrics, it may be that any sample despatched does not include the full range of colours or pattern design.

Any information regarding weight, dimension, composition and other technical details, indicated in the Supplier's catalogues, labels, pricelists or other sales tools, is merely indicative, unless the Supplier expressly refers to it in its order confirmation. In case of technical difficulties, the Supplier reserves the right at any time to make changes to its Goods in composition, colours and aspects, without informing the Customer unless the above changes are substantial.

8) Applicable law

These terms and conditions shall be governed by French law and any disputes will be decided only by the court of Mulhouse.