

Terms & Conditions

GENERAL TERMS AND CONDITIONS TRADING PARTNERS
INTERNATIONAL BV – h/o The Silk Road Collection.

Article 1: General

1 These terms and conditions shall apply to all offers and quotations issued by Trading Partners International BV h/o The Silk Road Collection, hereinafter referred to as Trading Partners International BV, as well as to all agreements entered into by Trading Partners International BV and other parties.

2 The term “other party” is understood to mean any (legal) person with whom Trading Partners International BV has concluded or wishes to conclude an agreement.

3 Clauses deviating from these terms and conditions are only applicable if and insofar as Trading Partners International BV has confirmed these in writing.

4 Any general terms and conditions of purchase observed by the Client are expressly ruled out, unless these have been accepted in writing by Trading Partners International BV, and shall only apply to the transaction in question. Any subsequent transactions will not automatically be covered by any such terms and conditions.

Article 2: Offers

1 All offers made shall be valid for a period to be stipulated by Trading Partners International BV.

2 An offer shall only be binding if it has been confirmed in writing.

3 The mere issuing of offers and/or brochures, price lists etc. do not constitute an obligation on the part of Trading Partners International BV to deliver or accept the order.

Article 3: Agreements

1 Any agreements made with subordinates of Trading Partners International BV shall not be binding on the latter, unless they have been confirmed in writing by Trading Partners International BV. The term “subordinates” is understood to mean all members of staff and co-workers who have not been granted a power of attorney.

Article 4: Agreement

1 Subject to the provisions hereinafter, an agreement shall only come into effect after the other party has accepted in writing a quotation issued by

Trading Partners International BV, or Trading Partners International BV has confirmed in writing the order received from the other party.

2 The content of the agreement is deemed to be correct and complete. If the correctness of the content of the agreement has not been rejected within eight business days, the parties shall be bound by it.

3 Any supplementary agreements and/or promises made subsequently by Trading Partners International BV, employees of Trading Partners International BV, its sellers, agents or representatives or other intermediaries on behalf of Trading Partners International BV, are only binding upon Trading Partners International BV if and to the extent that Trading Partners International BV has confirmed these in writing.

4 With regard to activities for which – according to their nature and scope – no quotation or order confirmation can be sent, the invoice and/or delivery note shall also be regarded as an order confirmation, and shall then be deemed to accurately and fully represent the agreement.

5 All agreements concluded by Trading Partners International BV shall be subject to the suspensive condition that the other party – at the sole discretion of Trading Partners International BV – is sufficiently creditworthy to fulfil its financial obligations under the agreement.

6 Trading Partners International BV is entitled during or after conclusion of the agreement, and prior to (further) performance of the agreement, to demand security from the other party to ensure that all payment and other obligations will be met.

7 Trading Partners International BV is entitled – if deemed necessary or desirable by Trading Partners International BV – to engage the services of third parties in the proper execution of the agreement, the costs of which shall be passed on to the other party in accordance with the quotations issued. The other party is entitled, subject to payment of items already delivered or performances rendered, to terminate the agreement for the aforementioned reason.

8 Unless the other party stipulated specific requirements with regard to the material when placing the order, and these were expressly confirmed in writing by Trading Partners International BV, the deliveries shall be of trade quality.

Article 5: Changes to the order contracted

1 The costs arising from changes made to the order originally contracted, of whatever nature, made in writing or verbally by or on behalf of the other party, resulting in higher costs than originally and reasonably estimated when issuing the quotation, will be passed on by Trading Partners International BV to the other party.

2 Should the other party, after submitting the order, wish to amend the order, the other party must notify Trading Partners International BV accordingly in writing, in a timely fashion. If the changes are communicated verbally or by telephone, the risks involved in implementing the changes shall be borne by the other party.

3 Any changes made to the order may result in Trading Partners International BV exceeding the originally agreed delivery time; Trading Partners International BV assumes no responsibility for any such delay.

Article 6: Prices

1 All prices are exclusive of VAT and are Ex Works/Ex Warehouse, unless agreed otherwise in writing.

2 If one or more cost components are subject to an increase after the date of the agreement, which could not reasonably have been foreseen at the time of the agreement, Trading Partners International BV shall be entitled to increase the agreed price accordingly, with due observance of any existing statutory provisions in respect thereof, on the understanding that any future price increases are stipulated with the order confirmation.

Article 7: Cancellation

1 In the event that the other party fails to pay any amounts owed, petitions for a moratorium on payment, is declared bankrupt or liquidates its business, Trading Partners International BV shall be entitled to dissolve the purchase agreement or that part that has yet to be performed, without prejudice to its right to claim compensation.

2 The other party may only cancel the order by registered letter. In this case, the other party shall owe 25% of the selling price.

Article 8: Delivery

1 Unless otherwise agreed, the delivery time shall be the moment at which the items are dispatched from the warehouse of Trading Partners International BV. Delivery will be carriage paid only if and to the extent as so agreed and stated by Trading Partners International BV in the order confirmation or otherwise.

2 The stated delivery time is indicative only and is not binding upon Trading Partners International BV, unless expressly agreed otherwise in writing.

3 All freight, import and export duties, stationing and storage, guarding and customs clearance costs, taxes or other levies shall be borne by the other party.

4 The items shall travel at the risk and expense of the other party, also in

case of delivery carriage paid or if travelling in the name of Trading Partners International BV, whereby shipment constitutes delivery.

5 Delivery shall go no further than placement on the threshold of the agreed delivery address. The other party is responsible for taking delivery and receipt of the goods.

6 When part of an order is ready, Trading Partners International BV may, at its discretion, either deliver this part at that time or deliver it when the entire order is ready. Should the former be the case, all invoices relating to partial delivery must be settled within the term of payment stipulated in these general terms and conditions, unless otherwise agreed in writing with the other party.

7 If on expiry of the delivery time the other party has not taken delivery of the items, they will be stored for the risk and account of the other party, and the other party shall be obliged to settle the full invoice amount immediately. If the full invoice amount remains unpaid after 6 months, the agreement shall be considered to have been dissolved by Trading Partners International BV, and the other party shall not be entitled to any compensation. The deposit shall be retained by Trading Partners International BV as compensation for costs incurred.

8 In the event that Trading Partners International BV is unable to fulfil its obligations, it shall forthwith inform the other party accordingly, stating the expected duration of the delay in the delivery.

9 In no event will late delivery entitle the other party to claim compensation. Failure on the part of Trading Partners International BV to deliver on time shall not entitle the other party to cancel the order or to refuse delivery and/or payment of the goods.

Article 9: Carriage/risk

1 If no further details have been provided to Trading Partners International BV by the other party, the mode of transport, dispatch, packaging and the like shall be determined by Trading Partners International BV with due diligence, without accepting any liability for it. Any specific wishes of the other party concerning carriage/shipment shall only be carried out if the other party has declared itself willing to bear the extra costs thereof.

Article 10: Receipt/Return of items

1 If the other party refuses to take delivery of the purchased items, or returns the items to Trading Partners International BV without the prior written permission of Trading Partners International BV, Trading Partners International BV will be entitled to store the refused or returned items at the expense and risk of the other party and to keep these at the disposal of

the other party; this shall not be construed to constitute an acknowledgement of the correctness of any complaints.

Article 11: Retention of title

1 Trading Partners International BV will retain title to the delivered items until such time as the other party has paid all the debts it owes Trading Partners International BV in respect thereof.

2 In case of non-payment of the amounts due, suspension of payment, application for a moratorium on payment, bankruptcy, application for bankruptcy, placement in receivership, death or liquidation of the other party's assets, Trading Partners International BV shall be entitled, without notice of default or judicial intervention being required, to cancel the agreement or that part in respect of goods yet to be delivered and to reclaim as its property any goods that may have been delivered but have not been paid or paid for in full, settling any amounts already paid, without prejudice to its rights to claim compensation for any loss or damage. In those cases, any claim that Trading Partners International BV may have against the other party shall become immediately due and payable. The costs of repossessing or reclaiming the items shall be borne by the other party.

Article 12: Liability

1 Barring any liability on the part of Trading Partners International BV pursuant to the provisions of mandatory law and the general principles of reasonableness and fairness, Trading Partners International BV assumes no liability for the costs, loss, damage and interests that may arise as a direct or indirect consequence of:

2 a) Non-attributable failure to fulfil its obligations, as defined further in these terms and conditions.

3 b) Acts or omissions on the part of the other party, its subordinates, or other persons engaged by it or on its behalf.

4 c) Errors and/or defects in a design not discovered by the other party when approving the design.

5 Any liability on the part of Trading Partners International BV shall never exceed that of its suppliers.

6 Trading Partners International BV assumes no liability for delays in delivery or damage to items delivered by it via a third-party carrier.

7 Trading Partners International BV assumes no liability for any damage, of whatever nature, caused by the incorrect and/or improper use of items delivered by it.

8 Any liability on the part of Trading Partners International BV is always limited to the maximum sum paid out its insurers in the case in question.

Article 13: Non-attributable failure (Force Majeure)

1 The term “non-attributable failure” is understood to mean: every shortcoming that cannot be attributed to any fault on the part of Trading Partners International BV, nor for which it is liable in accordance with the law, a legal act or generally accepted principles. Circumstances constituting non-attributable failure (Force Majeure) include, but are not limited to strikes in its business, excessively high staff absenteeism at Trading Partners International BV due to illness, transport difficulties, extreme weather conditions, fire, government measures, in any case including import and export restrictions, fixed quotas and disruptions in the business of Trading Partners International BV or its suppliers, as the case may be, as well as any breach of contract by its suppliers, as a result of which Trading Partners International BV cannot or no longer be expected by the other party to fulfil its obligations.

2 If in the opinion of Trading Partners International BV the situation of Force Majeure is of a temporary nature, Trading Partners International BV reserves the right to temporarily suspend execution of the agreement until the circumstance constituting non-attributable failure no longer exists.

3 If in the opinion of Trading Partners International BV the situation of Force Majeure is of a permanent nature, the parties may make arrangements to dissolve the agreement and the consequences arising therefrom.

4 Trading Partners International BV shall also be entitled to invoke Force Majeure if the circumstance rendering fulfilment of its obligations impossible commences after the point in time on which Trading Partners International BV should have fulfilled its obligations.

5 Trading Partners International BV assumes no liability for any loss or damage sustained by the other party arising from the inability of Trading Partners International BV to fulfil its contractual obligations (in a timely manner) due to circumstances which cannot be attributed to any fault on the part of Trading Partners International BV

Article 14: Complaints and claims

1 The other party is obliged to inspect the purchased goods or to have the goods inspected immediately on receipt/delivery. The other party must check whether the delivered items correspond to the agreement, such as:

- whether the correct items have been delivered
- whether the quantity of the delivered goods accords with what has been

agreed

– whether the items conform to the agreed quality requirements or – in the absence thereof – whether the items conform to the requirements governing suitability for normal use and/or for commercial purposes.

2 Complaints in respect of defects (see 14-1) shall be stated by the other party on the proof of receipt/consignment note, under penalty of expiry of the right of complaint.

3 Complaints in respect of non-visible defects should be lodged in writing by the other party to Trading Partners International BV within eight days of receipt of the goods.

4 The right to complain of the other party shall lapse if it does not allow Trading Partners International BV to inspect the items that are subject to complaint in their original state. If it considers the complaint justified, Trading Partners International BV reserves the right, at its discretion, either to remedy the defects or to replace the delivered goods free of charge, following the return of the originally delivered items.

5 Trading Partners International BV will only issue a guarantee on faulty construction and/or technical defects. Shrinkages/tears and suchlike in wooden products are not covered by the guarantee, as these are due to the natural physical properties of wood. For all other products, the principle “Sold as seen” applies, unless otherwise agreed.

Article 15: Payment

1 Unless otherwise agreed, a deposit of 25% is required on submission of the order confirmation. The remainder is payable either net cash upon delivery, or by payment or transfer to a bank account nominated by Trading Partners International BV prior to delivery. Trading Partners International BV does not accept payments by cheque.

2 Any payment made by the other party will primarily serve as payment of the interest due by it and debt collection costs and/or administrative expenses incurred by Trading Partners International BV, and will subsequently be deducted from the oldest outstanding claim.

3 In the event that the other party:

- a. is declared bankrupt, assigns its estate, requests suspension of payments, or an attachment is levied on its entire assets or part of its assets;
- b. dies or is placed under conservatorship;
- c. imputably fails to comply with its statutory obligations, or acts in contravention of any provision terms and conditions;
- d. omits to pay an invoice or a part thereof within the stated term;
- e. initiates or decides to halt its operations or transfer its business or a

major part thereof, including the incorporation of its company in a newly to be established or existing company, or initiates changes to its corporate objectives;

Trading Partners International BV reserves the right, by the mere existence of any of the aforementioned circumstances, either to consider the agreement dissolved without any notice of default or judicial intervention being required, or to claim immediate and full payment of any amount owed by the other party to Trading Partners International BV in respect of deliveries made by Trading Partners International BV without any warning or notice of default being required, without prejudice to the right of Trading Partners International BV to claim compensation for costs, damage and interests.

Article 16: Interest and costs

1 If payment is not effected within the period mentioned in the preceding article, the contracting party shall be in default by operation of law and from the invoice date shall be subject to an interest charge of 5% per (part of) a month on the outstanding amount.

2 All judicial and extra-judicial debt collection costs shall be borne by the other party. The extrajudicial debt collection costs owed by the other party shall amount to at least 15% of the principal amount owed, plus the aforementioned interest, the minimum being € 150.00.

Article 17: Disputes

1 All offers and agreements, including those concluded with other parties domiciled or residing overseas, shall be exclusively governed by the law of Belgium.

2 Any disputes that may arise between the other party and Trading Partners International BV pursuant to the purchase agreement concluded between them, shall be submitted for arbitration to the competent court in the place of business of Trading Partners International BV.

Article 18: Intellectual property/Confidentiality

1 Trading Partners International BV may reasonably use the photos of the product for the promotion of its own activities and publicity.

2 The other party acknowledges and agrees upon that any photographs on the website, private catalog, social media or in any communications of Trading Partners International BV without prior written approval of and agreement with Trading Partners International BV, may not be duplicated, copied, published and/or used for any commercial, marketing or advertising activity or any other purpose than foreseen in the agreement.

In case of any agreed use of the work by the other party, the client shall expressly and in a clear manner mention the name of Trading Partners International BV as the designer of the photograph.

3 Trading Partners International BV's photographs are not allowed to be used for commercial, marketing or advertising activity when the entities are not in the possession of the corresponding products and without prior written approval of and agreement with Trading Partners International BV.

4 Without prejudice of claiming damages and/or compensation by Trading Partners International BV a violation of this article shall rise a penalty to be charged accordingly, with immediate effect, and not subject to any judicial intervention, per violation and/or per day during which the violation continues.

5 The other party undertakes to keep the agreement, the terms of the agreement and all information exchanged with Trading Partners International BV strictly confidential, throughout its validity period and afterwards, without time limit.

Article 19: Amendments and updates

1 The General Terms and Conditions may be amended from time to time due to new laws and regulations or other reasons. The new Terms and Conditions shall be effective as of the date of publication on website of tradingpartners-silkroad.com and shall therefore apply to orders submitted after that date.

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Trading Partners International BV

The Silk Road Collection

Showroom & Warehouse: Delften 23 Unit 49-1 B-2390, Malle, Belgium

Email: info@tradingpartners-silkroad.com

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