

General Terms and Conditions for Sale of Goods of Magic Crafts, UAB (b2b.magiclinen.com)

1. DEFINITIONS

In this document the following words shall have the following meanings:

1.1. "**Buyer**" means the organisation or person who buys Goods from the Seller;

1.2. "**Goods**" means the articles to be supplied to the Buyer by the Seller;

1.3. "**Intellectual Property Rights**" means all patents, registered and unregistered designs, copyright, trade marks, *know-how* and all other forms of intellectual property;

1.4. "**Price List**" means the list of prices of the Goods maintained by the Seller as amended from time to time;

1.5. "**Seller**" means **Magic Crafts, UAB**, company code 304311514, address: M. K. Paco str. 4, LT-10309 Vilnius, Lithuania.

2. GENERAL

2.1. These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, unless the parties explicitly agree in writing on amendment of these Terms and Conditions.

2.2. These Terms and Conditions are available on request by email from the Seller or can be viewed online at b2b.magiclinen.com The Seller reserves the right to amend the Terms and Conditions from time to time without directly notifying previous Buyers.

2.3. Acceptance of sales order confirmation or the proforma invoice of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

3. PRODUCT INFORMATION

3.1. Any description or image given or applied to the Goods is given by way of identification only and the use of such description or image shall not constitute a sale by description or image. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description or image when entering into the contract.

3.2. There could be slight changes in the shades of the colours of the articles due to the natural fabrics and other materials used in production.

3.3. The Seller reserves the right to alter prices or withdraw and modify models from time to time without directly notifying previous Buyers. Products illustrated in all of the Seller's literature and website are done so as accurately as possible. It is the responsibility of the Buyer to check the desired colour match and the suitability of the product size before purchasing.

3.4. Recommended retail prices of the Goods are published at Seller's website.

3.5. The Seller from time to time may send information (Newsletters, etc.) to the Buyer about the Goods and/or new products.

4. PRICE AND PAYMENT

4.1. The price shall be that in the Seller's current Price List, or such other price as the parties may agree in writing (by email). The price is exclusive of VAT, customs duties or any other applicable costs. All Goods are sold EXW (ex-works) and delivery as well as any customs duties (if any) shall be paid for by the Buyer.

4.2. Payment of the price and VAT and any other applicable costs shall be made within 3 days after the Buyer receives confirmation of the order from the Seller and/or respective invoice, however in any case before the delivery of the Goods to the Buyer. The Seller may request payment confirmation from the Buyer before dispatching of the Goods.

4.3. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 0.05% per every delayed day.

4.4. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

4.4.1. refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

4.4.2. terminate the contract.

5. SAMPLE

Where a sample of the Goods is shown (delivered) to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to evaluate for itself the quality of the fibres and other materials.

6. DELIVERY SERVICE

6.1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer within the timescale specified by the Seller.

6.2. Standard delivery is conducted using a third party courier. Delivery times vary depending on the volume of the Goods to be delivered and may vary up to 7 days. The Buyer is responsible for any customs procedures applicable to the Goods (if any).

6.3. The delivery address specified by the Buyer must be safely accessible by the delivery vehicle between the hours of 09:00 to 17:00 Monday to Friday.

6.4. It is the responsibility of the Buyer to accept the delivered Goods with due care.

6.5. The delivery period specified by the Seller is an estimate only and shall not be of the essence of the contract. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.6. The Seller shall use its reasonable endeavours to meet any stated delivery period or booked delivery date. In any event, time of delivery period or delivery booking shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery period or date.

6.7. If the Seller is unable to commence delivery of the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.

6.8. If the Seller is unable to complete delivery whilst the Goods are in transit for reasons beyond its control, then the Buyer shall be liable for any wasted delivery expenses incurred by the Seller.

7. RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

8. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods. The goods may be resold provided the proceeds of resale are paid to the Buyer to the extent necessary to discharge in full the amount due to the Seller.

10. CANCELLATION AND RETURNS

10.1. Orders are not subject to cancellation or amendments after payment, unless the Seller explicitly agrees on such cancellations and/or amendments and the Buyer compensates all additional costs of the Seller related thereto.

10.2. During delivery the Buyer shall inspect the packaging for visible signs of transit damage before signing any delivery receipt document. In the event of visible signs of transit damage the Buyer must clearly sign the goods received as "damaged" on the delivery receipt document.

10.3. The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 48 hours of delivery if the Goods are transit damaged. Goods that are defective or do not comply with any part of the contract, must be reported to the Seller within 7 days from delivery.

10.4. Where a claim of defect or damage is made then it shall be the responsibility of the Seller to collect the faulty Goods and the Buyer shall be entitled to replacement Goods or a full refund (including delivery costs of the replacement Goods, if applicable).

10.5. Goods to be returned must be fully re-packaged and sealed in the original packaging format clearly showing the order number obtained from the Seller.

10.6. Goods to be returned must be sent back to at the address of the Seller, unless the parties agree otherwise.

10.7. Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

11. WARRANTY

11.1. Where the Goods have been manufactured by the Seller and are found to be defective due to the fault of the Seller, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within 3 months from the date of delivery, subject to the following conditions:

11.1.1. the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

11.1.2. the defect being due to the faulty design, materials or workmanship of the Seller.

11.2. Any Goods to be repaired or replaced shall be returned to the Seller at the Seller's expense, if so requested by the Seller.

11.3. Where the Goods have been manufactured and/or supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.

11.4. The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.

12 LIABILITY

12.1. No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:

12.1.1. the correspondence of the Goods with any description;

12.1.2. the quality of the Goods; or

12.1.3. the fitness of the Goods for any purpose whatsoever.

12.2. No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:

12.2.1. the correspondence of the Goods with any description;

12.2.2. the quality of the Goods; or

12.2.3. the fitness of the Goods for any purpose whatsoever.

12.3. All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

13. LIMITATION OF LIABILITY

In case the Seller shall be held liable for any loss or damage suffered by the Buyer in relation to the contract, the maximum liability of the Seller shall be limited by the amount not exceeding the contract (or particular order) price.

14. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, pandemics, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

15. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

16. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

17. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

18. INTELLECTUAL PROPERTY AND RIGHT TO USE IT

The Buyer acknowledges and agrees that the Seller's Goods, design, drawings, images, literature and other material placed on Seller's website are the objects of intellectual property rights owned by the Seller. The Buyer acknowledges and agrees that all copyright, trademarks and all other intellectual property rights in all the Seller's Goods, pictures, drawings, images, literature and website shall remain at all times vested in the Seller. The Buyer is permitted to use this material only as expressly authorised by the Seller. Any other use of the material and content of the website is strictly prohibited. The Buyer agrees not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

19. WEBSITE USE AND LINKS

19.1. Access to and use of the Seller's website are subject to these Terms and Conditions. The Buyer agrees that use of these website services is entirely at the risk of the Buyer.

19.2. The Seller's website may include links to third party websites that are not controlled and maintained by the Seller. Any link to other websites is not an endorsement of such websites and the Buyer acknowledges and agrees that the Seller is not responsible for the content or availability of any such websites.

20. GOVERNING LAW AND JURISDICTION

These Terms and Conditions also the contract between the parties based on these Terms and Conditions shall be governed by and interpreted in accordance with the law of the Republic of Lithuania. All the disputes between the parties shall be finally settled by the competent courts of the Republic of Lithuania.

General Terms and Conditions for Sale of Goods of Magic Crafts, UAB (b2b.magiclinen.com)