

# GENERAL TERMS & CONDITIONS

## INTERNATIONAL WHOLESALE & DISTRIBUTOR BUSINESS

### 1. GENERAL

- 1.1. These General Terms and Conditions apply only to Swiss Eyewear Group's International Wholesale and Distributor Business. These terms do not apply to Swiss Eyewear Group's subsidiary businesses in Italy and Switzerland.
- 1.2. These General Terms and Conditions apply to all agreements concluded by Swiss Eyewear Group and to all offers arising from and made by Swiss Eyewear Group.
- 1.3. A copy of these General Terms and Conditions is made available by Swiss Eyewear Group on [swisseyeweargroup.com](http://swisseyeweargroup.com) and upon request.
- 1.4. It is only possible to deviate from these General Terms and Conditions if it has been agreed in writing between Swiss Eyewear Group and the purchaser. A reference by the purchaser to his own General Terms and Conditions on purchaser's documents does not have any relevance.

### 2. AMENDMENTS

- 2.1. An amendment to the agreement of any nature applies only if it has been agreed in writing between Swiss Eyewear Group and the purchaser.

### 3. ORDERS

- 3.1. All offers made by Swiss Eyewear Group are free of any obligation of Swiss Eyewear Group, unless the offer expressly states otherwise.
- 3.2. Swiss Eyewear Group is only bound by an order when Swiss Eyewear Group has confirmed the order in writing.
- 3.3. All orders placed with and confirmed by Swiss Eyewear Group in writing are firm and non-cancellable by the purchaser.
- 3.4. If the purchaser does not comply with all of his obligations arising from this, or prior purchase agreements, including, but not limited to timely payments, or in case of bankruptcy, suspension of payments, end of operation or liquidation of the purchaser's business, Swiss Eyewear Group has the right to cancel the order or parts thereof which have not yet been carried out, or suspend them respectively without any notifications.

### 4. DELIVERY

- 4.1. Swiss Eyewear Group's delivery terms are Ex-Works unless otherwise agreed in writing by Swiss Eyewear Group with transport and insurance being the full responsibility and expense of the purchaser.
- 4.2. The ordered goods, unless otherwise agreed, are delivered from Swiss Eyewear Group's warehouse in the Netherlands.
- 4.3. Risks and all expenses are the sole responsibility of the purchaser from the moment of loading.
- 4.4. The method of delivery is determined and unless otherwise agreed organized by the purchaser at the purchaser's expense. If there is a delay in excess of fourteen (14) days in picking up the ordered goods after the goods are made available for pick up, Swiss Eyewear Group may charge all occurred costs including, but not limited to storage costs, return into inventory and movement and handling costs related to the delay in pick up by the purchaser. In such cases, Swiss Eyewear Group also reserves the right to cancel the order and allocated the ordered products to other customers.

### 5. PAYMENT

- 5.1. Unless otherwise agreed in writing, payments must be made within thirty (30) days of the date of invoice.
- 5.2. If the period referred to in Article 5.1. or otherwise agreed in writing is exceeded, the purchaser is legally in default and owes 1.5% interest per month, unless otherwise agreed in writing, over the complete sum of the invoice, starting on the date when the purchaser was first in default.
- 5.3. All the costs of the collection of payments from the time that the purchaser is in default, both legal and other costs, are at the purchaser's expense.

### 6. GUARANTEES

- 6.1. Swiss Eyewear Group warrants that for a period of one (1) year from the date of shipment, Swiss Eyewear Group products sold shall be free from material defects in workmanship and materials, and shall conform to Swiss Eyewear Group's standard specifications for such Swiss Eyewear Group products in effect at the time of the shipment.

6.2. There are no warranties, expressed or implied, with respect to Swiss Eyewear Group products. Swiss Eyewear Group expressly excludes and disclaims any implied warranty of fitness for a particular purpose, application or use. Under no circumstances will Swiss Eyewear Group be liable for special incidental or consequential damages. Swiss Eyewear Group's liability shall in no event exceed the purchase price of the product.

## 7. COMPLAINTS

7.1. If the purchaser notes after receipt of the goods that they are not in accordance with the guarantees given under Article 6, the purchaser shall notify Swiss Eyewear Group within ten (10) days after receipt of the products of such shortcomings on penalty of expiry of all of purchaser's rights if such claim is not made within ten (10) days of receipt of the products. In case of a valid claim, confirmed by an authorized representative of Swiss Eyewear Group, Swiss Eyewear Group's sole responsibility shall be to replace the defective items or to issue a credit for the net price invoiced at the Swiss Eyewear Group's discretion. This warranty does not apply to defects not caused by Swiss Eyewear Group, for example but not limited to, accidents or abuse while in purchaser's possession.

7.2. In case of a faulty shipment, such as, but not limited to incorrect shipping quantities, incorrect items shipped and defective packaging etc., purchaser shall advise Swiss Eyewear Group within fourteen (14) days of such faulty shipment about the exact shortcomings. Should purchaser not advise any potential faulty shipment within such period, Swiss Eyewear Group is explicitly relieved of any corrective action and liabilities related to such potentially faulty shipments.

7.3. A complaint as referred to in this article, does not suspend the obligation of payment with regard to the delivery concerned or other open payments due. The purchaser does not have the right to make any deductions.

7.4. Swiss Eyewear Group shall under no circumstances be liable for the direct or indirect damage caused by a possible defective product delivery.

## 8. FORCE MAJEURE

8.1. In case of force majeure for Swiss Eyewear Group, Swiss Eyewear Group has the right at its full discretion to cancel the purchase agreement that was concluded, or to suspend the time of delivery to the moment when the force majeure ceases to exist, even if a fixed delivery date was agreed. Neither the purchaser, nor a third party shall be able to make any claim against Swiss Eyewear Group for compensation for damages.

8.2. Force majeure refers to events that cause a non-performance by Swiss Eyewear Group that are beyond the control of Swiss Eyewear Group including, but not limited to market conditions; acts of God; war, acts of terrorism, riots and civil disturbances; expropriation or confiscation of facilities or compliance with any order or request of governmental authority; strikes, labor or employment difficulties whether direct or indirect; or any cause whatsoever which is not within the reasonable control of Swiss Eyewear Group.

## 9. APPLICABLE LAW

9.1. These General Terms and Conditions and all agreements to which they apply, shall be construed under, and governed by, the laws of Switzerland. Purchaser and Swiss Eyewear Group agree that jurisdiction and venue for any legal proceedings arising from or in any way connected to these General Terms and Conditions and all agreements to which they apply to, will lie in the courts of the city of Zurich.