

GENERAL TERMS OF AGREEMENT - WHOLESALE

To qualify for wholesale purchases, you must be a valid retail business and by agreeing to our terms and conditions you certify that you are such. You are only authorized to sell through the retail store that you have listed. Secondary stores, as well as website and online sales must receive prior written approval.

ORDER REQUIREMENTS

We ask that you spend a minimum of [€500.00] on each order placed with a minimum quantity of [3] units of each product.

Due to high demands for [Christmas], all orders for this specific period must be placed before the [15th October]. We can't guarantee our usual delivery time if an order is submitted after this deadline.

CUSTOMISED ORDERS

Where you have specific requirements which may include the modification of our existing product designs or the addition of your own brand label or printing then you will supply us with written details of any such desired modifications together with a pdf of any design or logo that you require. We will verify whether your modifications or logo can be incorporated within the product and we will notify you in writing of the additional costs and production times associated with your work specified in your written instruction.

All additional costs arising as a result of such customisation will be added to the invoice and shall be paid in accordance with the terms of this agreement.

In the case of customised orders, once the order has been accepted by us and production has commenced then this cannot be cancelled by you.

BASIS OF SALE

Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by DECE in writing. In entering into the Contract you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which are not so confirmed.

No variation to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between you or your authorised representatives and DECE.

HAND MADE PRODUCTS

All DECE Clothing products are hand-made. As such there may be variations in size, colors, thickness, etc. This gives each product a unique and meaningful look and is part of the story and branding of DECE Clothing.

PACKAGING

All products come unpackaged and may require additional folding and package prior to resale.

PAYMENT INFORMATION

We accept payments via [credit card, Paypal, Bank Transfers]. We do not accept Cheques.

50% of the orders must be pre-paid and 50% must be paid upon reception of the goods. You will be emailed the invoice and goods will be held for [7] days pending payment. Please note that we only hold limited stock so all orders will be held for a maximum of [7] days being reallocated to another stockist.

No orders will be processed until the first payment is received.

The balance of the orders (plus the cost of shipping) must be paid within 21 days of reception of the goods. Failure to respect this deadline will incur an additional cost of [2]% of the total order for each [days] of delay increasing by an additional 2% per day every 15 days thereafter. Terms will be reverted to pre-payment if account is overdue more than twice in a fiscal year. DECE retains the right to terminate any delivery or suspend further deliveries in the event the buyer's financial condition becomes unsatisfactory (in the absolute discretion of DECE). All shipping charges will be added to the invoice for each PO.

We reserve the right to alter our prices at any time unless prior invoiced.

SHIPPING & HANDLING

The retailer incurs the shipping costs. Delivery is typically within to [.....] days of completion of production. We use [DHL or TNT], based on cost. If your shipment is damaged in transit you agree to contact [DECE] within [3] days of delivery. Any problems must be reported in writing or by email and retailer cannot return goods until he has received a written authorization from DECE. Goods sent back without one will not be credited to your account.

PRICING POLICY

All DECE Clothing products have a suggested retail price (RRP) as specified in Column 2 of the attached price card. Wholesale Buyers retain the right to charge above the RRP; however, they may not charge less than the RRP. In the event that the Wholesale Buyer chooses to place the products or goods for sale at a discount, the Wholesale Buyer cannot discount the products more than 15% below RRP without the written approval of DECE Clothing.

COPYRIGHT & INTELLECTUAL PROPERTY

All of the designs, products, and content within and any materials made available on the website are the sole property of [DECE]. The website, designs, products, images and content within are protected by copyright and intellectual property law and may not be reproduced in any form without the express written consent of DECE. You hereby agree not to reprint, post, or copy (including electronic or digital scans) any photography, sales materials, or product designs without the advance, express written consent of [DECE].

MERCHANTABILITY AND MISREPRESENTATIONS

The Wholesale Buyer agrees that DECE makes no warranty, express or implied, as to the merchantability of DECE products. The Wholesale Buyer also agrees that DECE is not liable for any misuse or misrepresentations of the goods by the Wholesale Buyer or the final retail purchaser or consumer, and indemnifies DECE for any legal actions that emanate or arise from such actions.

CHANGES TO THE AGREEMENT

DECE reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

PRIVACY POLICY

Any personal information that you provide to us including your name, address, telephone number and email address will be treated confidentially and will not be released, sold or rented to any entities or individuals outside of [DECE]. [DECE] does not collect or record any credit card details you may provide when purchasing products from the [DECE] website.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN. AN EXECUTED AGREEMENT MUST BE SUBMITTED WITH EVERY ORDER SUBMITTED.

Signature:

Email:

Printed Name:

Phone:

Company/Title:

Date: