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General terms and conditions
(Version 2013)

Sunbelts Europe
Leather accessories

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1. GENERAL

1. These General Terms and Conditions are used by SUN BELTS EUROPE Sarl ,with is Registered office and principal place of business in Mghogha –Zone Industrielle, Allee 01,Lot 33 Tanger.
2. In these general terms and conditions, the term ‘vendor’ is deemed to mean: Sunbelts Europe and all agents and representatives (independent or otherwise) of Sunbelts Europe
3. In these general terms and conditions ,the term ‘purchaser’ is deemed to mean to mean: the legal entity, person or business from to whom/which an agreement is entered into, with reference to these general terms and conditions
4. Divergences from these general terms and conditions, or part thereof, will only be valid if they are set down in writing and signed by both parties.
5. Samples and/or images in Brochures, catalogues, advertisements, etc., only provide an impression of the article and are not binding on the vendor.
6. In the event of any difference in meaning between the various language versions of the text of the terms and conditions, the Moroccan text will be binding at all times.

2. APPLICABILITY

1. The terms and conditions below are applicable to all the offers of the vendor and all agreements entered into by the vendor or actions carried out by the vendor.
2. The issue of an instruction by the purchaser to the vendor or the placement of an order by the purchaser with the vendor will take place at all times subject to acceptance of these general terms and conditions by the purchaser.

3. QUOTATIONS

1. All the quotations issued by the vendor are free of obligation, in terms of the prices ,the delivery period and the delivery options for the goods offered, unless explicitly otherwise stipulated in the quotations.
2. In the event that a quotation from the contains an offer without obligation and this is accepted by the purchaser ,the vendor is entitled to revoke the offer within two working days of receipt of the acceptance.



4. DELIVERY

1. Deliveries take place from the warehouse of the vendor in TANGIER, unless otherwise agreed in writing between the purchaser and the vendor. Deliveries to purchasers in countries other than Morocco will also take place from the warehouse of the vendor in the Netherlands, unless otherwise agreed in writing between the purchaser and vendor.
2. Delivery dates shall at no time be considered final deadlines, unless otherwise agreed in writing between the parties.
3. The delivery period will be extended by the period during which the vendor is unable to meet its obligations as a result of force majeure.
4. Force majeure is deemed to exist with regard to the vendor, in any event-but not exclusively –if after entering into the agreement, the vendor is impeded in copying with its obligations arising from this agreement or in the preparation thereof, as a result of war damage, civil war, riots willful damage, fire, water damage, flooding, labor stickers, sit-ins, lock-outs, import and export barriers, government, machinery defects, disruptions to the supply of energy, late delivery of necessary raw materials and/or auxiliary materials, affecting either the business of the vendor or third parties from which the vendor must wholly or partly source the necessary materials, or affecting the storage or transport, whether realized under the company's control or not , and by any other matters occurring which are not the blame or risk of the vendor.
5. If after an order has been placed, the goods ordered or part thereof, are no longer available or cannot be delivered within the term specified, for whatever reason, whether as a result of force majeure as referred to in paragraphs 3 and 4 or not, the purchaser will be notified to this effect by the vendor. If an order cannot be delivered within the term specified, the purchaser will then have the option of wholly or partially dissolving the agreement or agreeing to the extended delivery term. The purchaser will be deemed to have agreed it the extended delivery term if the purchaser does not notify the vendor in writing that it wishes to dissolve the agreement within 5 working days after being informed by the vendor to this effect.
6. If, after placement of the order, it turns out that the order, or part of it, is greater than the production or stock, the vendor is authorized to reduce or cancel the order. In such cases, the vendor will not be liable to pay compensation to the purchaser. The purchaser will then have the option of dissolving the agreement or agreeing to the reduced order. The purchaser will be deemed to have agreed to the reduced order if the purchaser does not notify the vendor in writing that it wishes to dissolve the agreement within 5 working days after being informed by the vendor to this effect.
7. If, after placement of the order, it turns out that the purchaser has placed an order for goods which are ultimately not put into production, the vendor is authorized to replace the goods in question or to cancel the order.
8. Transportation of the goods to be delivered by the vendor to the purchaser will take place at the expense and risk of the purchaser, unless otherwise agreed in writing between the purchaser and the vendor.
9. Delivery is deemed to be complete after the sold goods have been offered by the vendor to the transport company for transportation.
10. Any delay to the delivery –for any reason whatsoever – does not grant the purchaser the right to suspend implementation of any obligation on the purchaser vis-à-vis the vendor.
11. The purchaser is authorized to amend or cancel a previously placed order, on condition that the vendor has granted written permission for this. Any costs relating to this will be borne by the purchaser.



5. TRANSFER OF TITLE AND RISK

1. As long as the vendor has any claim against the purchaser (relating to the purchaser amount plus any costs and interest) pertaining to the goods supplied by the vendor, these goods will remain the property of the vendor.
2. The purchaser is not authorized to pledge or encumber in any other way goods which are subject to this retention of title. The purchaser is required to insure the goods delivered subject to retention of title, and keep them insured, against fire, explosion and water damage, and against theft. The purchaser is required to make the policy for this insurance available to the vendor for inspection on first request. As of the moment of delivery, as described in article 4 paragraph 9, the purchaser will bear the risk for loss of; damage to or any other value reduction to the delivered goods.
3. In the event that the vendor reclaims the goods to which the retention of title applies as its property pursuant to paragraph I of this article, the purchaser grants unconditional and irrevocable permission to the enter all locations where the property of the vendor is located and to recover these goods if the purchaser remains in default.
4. The vendor must be notified immediately of the fact that third parties are asserting that they have rights regarding the goods delivered by the vendor in the event that the vendor is still owed any amount by the purchaser pursuant to delivery of said goods. In such cases, the vendor is authorized to remove the goods in question from the purchaser's premises and to store them elsewhere. In such cases, the purchaser is liable for all associated costs. The purchaser is required not to deliver these goods until the vendor has been paid in full or has been provided with sufficient collateral for its claim(s).
5. In the event that the vendor reclaims goods as its property pursuant to this article and recovers said goods, the vendor will send the purchaser a credit note for these goods at the market value of the recovered goods at the moment of recovery. The market value is, in any event, equal to the purchase amount realized from the private or public sale to third parties of the recovered goods, at the vendor's discretion.
6. The vendor is authorized to recover all delivered goods from the purchaser until such a time as the full claim of the vendor, including costs, statutory interest and any compensation for loss, has been settled in full from the proceeds realized from the private or public sale of the recovered goods.

6. RESALE

1. The purchaser is not permitted to resell the purchased goods to third parties inasmuch as this resale does not take place to consumers and/or private individuals in actual physical shop of the purchaser. Resale at markets and fairs, for example, is not permitted.
2. The purchaser is not permitted to supply the purchased goods to third parties other than private individuals without having obtained the prior written permission (letter, fax or mail) of the vendor.
3. The vendor applies recommended retail prices. Vary for each country, depending on the transport costs and sale costs. The purchaser is not permitted to implement campaigns and/or price reductions with regard to the recommended retail prices at its own initiative without the written permission of the vendor.
4. The purchaser is not authorized, without the prior written permission of the vendor, to sell the goods supplied by the vendor elsewhere in the country of its establishment at its own initiative other than in its own shop(s), from which the goods were ordered and where the goods were then delivered.

7. PAYMENT

1. The agreed price can be increased by the vendor, on the day on which the agreement is entered into, by as-yet unknown levies or increases of levies (such as duties and taxes). These levies must be paid by the purchaser as part of the price.
2. Payment for orders in Morocco must take place within 30 days of the invoice date, unless otherwise agreed between the purchaser and the vendor in writing. Payment for orders from countries other than the Morocco must take place within 30 days of the invoice date, unless otherwise agreed between the purchaser and the vendor in writing.
3. In the event that purchaser does not meet its payment obligations to the vendor, or does not meet them in full, as stated in paragraph 2 of this article, the purchaser shall be in default without the requirement of any further reminder or notice of default. In such a case, the vendor will be entitled to charge the purchaser interest of 1.5% per month, owed on the full invoice amounts, and extrajudicial costs to be determined, commencing on the date on which the invoice becomes payable until the date of payment in full. Part of a calendar month in this context.
4. The purchaser is not authorized to deduct any amount of a counterclaim put by it from the purchase price.
5. In the event of late payment, the vendor is entitled to reimbursement of the extrajudicial costs. Such extrajudicial costs are set at a minimum of 15% of the unpaid invoice amount including VAT? With a minimum of the legal regime prescribed by law in the case in question, without prejudice to the right of the vendor to reimbursement of other loss. Incoming payments from the purchaser in default will first go towards payment of these extrajudicial costs and interest, after which the remaining amount will be deducted from the oldest outstanding invoices.
6. In the event that purchaser does not comply with any obligation to the vendor applicable to the purchaser under the agreement, a related agreement, agreement entered into previously or thereafter, or in the event that the vendor has a reasonable suspicion that the purchaser will not be able to comply with any agreement as referred to above in the future, the vendor will be entitled:
 - a) To require prior payment or (additional) collateral for payment or immediate payment on delivery for payment obligations arising from all current and future agreements.
 - b) To suspend the deliveries (including the production of processing of goods intended for delivery), without prejudice to the vendor's right to demand simultaneous or later collateral for payment. After the purchaser has then met these obligations, the vendor can set such a delivery term as is necessary for production of processing, taking into account the possibilities available in the vendor's business and/or In the business of the suppliers of the vendor.
 - c) To terminate the purchase agreement in question in full or to the extent that it has not yet been implemented;
 - d) To terminate one of, a number of or all the purchase agreements with regard to which the purchaser is not In default, in full or to the extent that it is not yet been implemented;

8. SUBMISSION OF COMPLAINTS

1. Complaints relating to delivered goods must be submitted in writing within 5 working days after the purchaser has received the goods, or at least within 5 working days after the purchaser could reasonably have received goods.
2. Complaints relating to invoices must be submitted in writing within 14 working days after the invoice is in question. If no complaint is submitted within this period, the invoices will be considered correct and undisputed.
3. The complaints will then be investigated by the vendor as quickly as possible, to determine their validity. If the complaint is valid, the vendor will repair the goods, or if this is not possible, will accept their return and replace them, or provide a price reduction.
4. Return shipments must be carriage paid, and take place at the expense and risk of the purchaser, and will only be accepted by the vendor after the vendor has granted prior written permission for this.

9. SUBMISSION OF COMPLAINTS

1. Except in cases of willful misconduct or gross negligence, the liability of the vendor with regard to the delivered goods limited as follows:
 - a) If the vendor is liable for direct loss, such liability will be limited to a maximum of the amount to be paid out by the insurance company of the vendor, or to a maximum of 50% of the invoice amount. The liability of the vendor for direct loss is at all times limited to a maximum of €25,000.
 - b) Direct loss shall be deemed solely to mean:
 - The reasonable costs incurred in establishing the cause and scale of the loss, inasmuch as the establishment relates to loss within the meaning of these terms and conditions;
 - Any reasonable costs incurred in bringing the faulty performance by the vendor in line with the agreement, unless this cannot be attributed to the vendor;
 - Reasonable costs incurred in the prevention or limitation of loss, inasmuch as the purchaser can show that these costs have resulted in a limitation of direct loss within the meaning of these terms and conditions.
 - c) The vendor is not liable for indirect loss, including, in any event, but not limited to: consequential loss, loss of profits, lost saving and loss resulting from business interruption.
 - d) The vendor is not liable for loss resulting from an overrun of a set delivery term, due to any cause whatsoever, whether or not in cases of force majeure as referred to in article 4 paragraphs 3 and 4.
 - e) The vendor cannot be held liable for loss resulting from an order placed by the purchaser after an applicable order deadline.
2. In the event that the purchaser is taken to court by a subsequent purchaser for loss resulting from faults in the goods, and the purchaser wishes to recover this compensation for loss from the vendor, the vendor the purchaser must notify the vendor of such a claim within 5 working days, in respect of working days-the vendor is not liable.
3. On request, the vendor will transfer to its purchasers all rights which the vendor can invoke against its suppliers in the context of the vaults and quality divergences in question.

10. COMPETANT COURT AND APPLICABLE LAW

1. The court in TANGIER is competent, to the exclusion of all other courts, to hear disputes, unless otherwise stipulated by law. The vendor will nevertheless be authorized to put the dispute before the court competent in law.
2. The parties submit to Morocco law with regard to this agreement and any agreements ensuing from it. In as much as the provisions of the Vienna sales convention are applicable to any agreement, its provisions will not applicable if they conflict with any provision in these terms and conditions. In such cases, the provisions of these terms and conditions will take precedence.



11. CONVERSION

In the event that any clause of these general terms and conditions turns out to be invalid or is voided in law, this will not affect the operation of the other clauses. In such cases, the vendor is entitled to replace the clause in question with a clause which approximates its purpose as closely as possible without being invalid or able to be voided.