

General terms and conditions of sale and delivery of the private limited liability company Hismith Erotic Trade BV, hereinafter "Hismith B2B", with its registered office at 2382NW ZoeterwoudeIndustrieweg 46B, 2382NW in Zoeterwoude.

These general terms and conditions have been filed with the Chamber of Commerce under number: 73172111.

These general sales and delivery conditions apply, to the exclusion of any other special conditions, to all orders, offers and agreements of HISMITH B2B.

ORDERS

All orders must be submitted by email or via HismithB2B.com. If the order is placed by email, all orders must have a barcode or SKU number as shown on the price list. Back orders will be cancelled unless the Customer indicates that he wishes to hold them. All amendments to open orders must be submitted in writing.

PRICES

All prices are quoted in euros excluding VAT, shipping costs and any import charges. All prices are subject to change without notice.

E-COMMERCE PRICING POLICY

Customers may not use the HISMITH B2B brand name or its trademarks, logos, marketing and product images to promote HISMITH B2B products on the internet at a net price lower than the Minimum Selling Price (MAP) set by us. Please refer to our price list for the MAP. If the Customer chooses to place products for a promotional sale at a discount, this is allowed with a maximum discount of 15% off the MAP, the promotion may last for a maximum of 10 calendar days. Promotions are only allowed on an IP address owned by the Customer. Promotions on a third-party online shop are not allowed. There must be at least 21 calendar days between each promotion. Shipping costs may not be included in the calculation of the MAP.

If a Client advertises in violation of this article, HISMITH B2B will request an adjustment. In addition, HISMITH B2B will not accept/send open and new orders from the Customer. This article does not apply to products marked with 'SALE' status in the price list. Customers are not allowed to sell Hismith B2B products on marketplaces such as Bol.com, Amazon.com and all associated URLs.

IMAGES

All HISMITH B2B images or the representations of its trademarks, logos and photographs are the exclusive property of HISMITH B2B or Suppliers of HISMITH B2B and may only be used in connection with the promotion or sale of authentic products sourced from authorised distributors in Europe.

Images of HISMITH B2B are available on request from sales@hismith.nl
Images, logos and marketing graphics may not be used under any circumstances:

- In online auctions;
- in all types, variants and manifestations of public advertising, including, but not limited to, print advertisements, mailings, catalogues, displays, commercials and websites or promotions contrary to the minimum recommended retail price;
- unlawfully, attached is any use that results in defamation or obscenity, or in a way that denigrates or impairs HISMITH B2B, its trademarks or its products;
- in any way that suggests an association between HISMITH B2B and another company; or
- in consumer magazines, outdoor advertising, or TV commercials, without prior permission from HISMITH B2B'S Marketing Department.

E-COMMERCE STOCK POSITION

We require that Customers only display products on the website that they have in stock, or that HISMITH B2B has in stock. Once the product is (temporarily) no longer available from the Customer and HISMITH B2B, it must be marked as sold out or removed from the website.

TRANSPORT

All shipments will be offered by HISMITH B2B ex works or carriage paid, depending on the order value and country of destination. Customer can find this information at www.Hismith B2B-en.com/transport. Shipping is at the risk of the Customer from the time of dispatch. For attributable shortcomings of the carrier, HISMITH B2B shall never be liable.

DROPSHIPPING

HISMITH B2B offers a dropship programme, contact sales@hismith.nl for terms and conditions.

DELIVERIES

Our delivery times are not guaranteed. Once an order is confirmed, items in stock are usually shipped within 48 hours. If timing is critical, please offer your order as early as possible.

CANCELLATION

We reserve the right to cancel an order for any reason, including poor brand presentation of HISMITH B2B by Customer, payment problems, poor accessibility or because of conflicting operation with another Customer.

PAYMENTS

All orders are made under the condition of prepayment, unless HISMITH B2B has confirmed other conditions in writing. If the invoice is not paid within 7 days of shipment, the order will be cancelled. Payments can be made via bank transfer or one of the payment options in the B2B online shop. Payment costs shall be borne by the customer.

LATE PAYMENTS

Payments must be made no later than the due date of the invoice. Late payments are subject to a monthly finance charge of 2%. HISMITH B2B reserves the right to submit unpaid invoices to a collection agency, with the Customer being responsible for any collection or legal costs.

RETENTION OF TITLE

All goods delivered by HISMITH B2B remain the property of HISMITH B2B until all invoices are paid.

Customer is not authorised to pledge or otherwise encumber goods subject to retention of title. Customer must always do everything that can reasonably be expected of him to secure the property rights of HISMITH B2B.

If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Client is obliged to inform HISMITH B2B immediately.

In the event that HISMITH B2B wishes to exercise its property rights indicated in this article, the Client gives unconditional and irrevocable permission in advance to HISMITH B2B and third parties to be appointed by HISMITH B2B to enter all those places where the property of HISMITH B2B is located and to take back those goods.

CLAIMS

HISMITH B2B stands behind the quality of every item it sells. It accepts returns for items that are damaged or not included in a Customer's order, subject to the following conditions. Unless otherwise stated, all claims for discrepancies, shortages or damage must be made within fourteen (14) days of shipment of the product.

SALE

Items are not subject to return if purchased at a significant discount. HISMITH B2B does not guarantee sales and will not accept returns that do not result from errors or damage incurred during manufacture or shipment. No claims will be accepted on hygiene items, used goods or on goods damaged after receipt by the Customer.

RETURNS

All returns must be authorised by HISMITH B2B before shipment. To receive authorisation, Customer contacts sales@hismith.nl Goods returned without authorisation will be returned to Customer and not credited.

Upon receipt of a return, HISMITH B2B will check the shipment and then credit it. All returns must be returned in original condition and original packaging, without stickers, holes or other alterations, otherwise the return will be rejected. Goods authorised for return must be delivered to HISMITH B2B within 30 days, after which the authorisation will be revoked.

LIABILITY

HISMITH B2B accepts legal obligations to pay damages insofar as Customer demonstrates and proves by legal means that the damage was caused by gross fault or negligence HISMITH B2B.

The resulting liability for damages is expressly limited to an amount equal to the invoiced amount in the principal sum, relating to the products delivered and/or services provided.

Any further liability of HISMITH B2B for damage, including but not limited to liability for employees and auxiliary persons, is excluded, on any grounds whatsoever, including all direct and indirect damage, such as consequential damage or trading loss. Furthermore, the Client shall indemnify HISMITH B2B against all claims by third parties in respect of damage suffered or to be suffered by them, subject to the provisions of this article.

OTHER

These Conditions may be amended by HISMITH B2B, but such amendments shall not apply to Customer until after Customer has been notified of such amendments.

These Conditions are divisible. If any part of these Conditions are found to be invalid or unenforceable within Dutch law then only the, part of the, article shall lapse, without affecting the other articles in the Conditions.

APPLICABLE LAW AND DISPUTES

The agreements between HISMITH B2B and its Client are exclusively governed by Dutch law. All disputes between HISMITH B2B and its Client shall be submitted to the competent court in the area of establishment of HISMITH B2B.

2018 register at the Chamber of Commerce.