

General Trading Terms - Harlot

1. GENERAL CLAUSE

1.1 Our Sales are subject to the below mentioned general terms that prevail over all purchase terms, unless otherwise advised by ourselves.

2. THE LEGAL REACH OF THE ORDER AND ITS REGULATIONS

2.1 The orders of each customer are considered firm. The remittance of an example of an order to the buyer and its acceptance will give a definitive bound to the order.

2.3 A precise day on the order as delivered date will never be accepted.

2.4 Direct or indirect orders will always be subject to our acceptance.

If the order is not refused within 15 days after its reception, it will be considered confirmed, unless refused by the credit insurance company.

2.5 Any cancellation of any order has always to be addressed in written to MEIGO S.A., within a maximum period of 30 days.

After this period, the order will be considered as firm and definitive.

3. DELIVERIES

3.1. Unless otherwise stipulated:

- the delivery date will be considered the date fixed on the "delivery note".

- any delivery costs for an order below or equal 48 pairs, will be charged to the customer.

3.2. The merchandise will travel at the buyer's risk even when the seller assumes the transport.

The merchandise will not be insured unless formally requested by the buyer.

Any delay with transport, any damage caused to the goods must be notified and claimed by the consignee to the forwarder within 3 days avoiding any refusal of this claim.

3.3. No cancellation or penalty can be carried by the seller within a period of 45 days of the indicated one in the order sheet.

4. PRICES AND PAYMENT TERMS

4.1. The prices are considered free from any taxes.

4.2. The payment must occur every 60 days of the invoice, end of each month.

If the credit insurance company will not cover the risk, or if there is other difficulty to meet the payments, the seller will reserve the right to demand advanced payment or any other form of guaranty.

4.3. The payment of any invoice later than the period stipulated above will give the right to the charge of an interest note that will be invoice independently of the selling price and that will have to be paid at the same time as the invoice.

4.4. The payment is considered made once the seller has the effective money in his account.

4.5. A partial delivery will not be cause for a delay in payment of the goods already delivered.

4.7. For all payments met after the period agreed, the seller will demand:

- the interests for the period between the due time and the time effectively settled;

- these will be considered the right of the seller and will be charged on a base of 1,5% a month.

- in case of continued and extended difficulties in recovery the credits, the seller will be obliged to penalize the buyer in 20% over the total costs(freight, interest rate, etc).

- the fail to meet a payment will oblige the payment of all the current credits regardless the payment terms and will allow the cancellation of the delivery of any merchandise in progress.

- any right for compensation with the credits that the buyer might demand, is excluded.

5. CLAIMS

5.1. The seller will not accept any claim after a period of 30 days of the reception of the merchandise by the buyer.

5.2. The returning non-authorized of any merchandise will be refused.

5.3. Faulty goods may, by our choice be replaced by a similar style within a period of 21 days of the claim of the buyer, or may give place to a credit note if we agree.

6. TITLE OR PROPERTY

6.1. All goods shall remain the sellers property until the seller is paid in full for those goods. So long as any monies are owed by the buyer, the seller retains and reserves the title (property) of the goods to repossess the goods on the premisses of the buyer.

7. APPLICABLE JURISDICTION

7.1. In case of dispute, the qualified court is Porto jurisdiction in Portugal.

7.2. The Portuguese Law will conduct the present trading terms.

END OF TERMS