

## **SANSHA - GENERAL BUSINESS CONDITIONS TERMS**

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### **1) ACCEPTANCE OF CONDITIONS OF SALE**

The present General Conditions of Sale shall apply to every contract of SANSHA . (“Supplier”) for the sale of Dance apparels, created, invented and produced by this latter (“Merchandise”) to any company or entity who has purchased or agreed to purchase Merchandise from Supplier (“Buyer”), unless Supplier otherwise specifically agrees in writing.

By placing any order with SANSHA , the Buyer will then accept in full these General Conditions of Sale. Any other terms or conditions which may at any time be indicated by the Buyer, in the Buyer’s order from or otherwise shall be null and void and of no effect, even if not expressly objected to by the supplier.

### **2) ACCEPTANCE AND CONFIRMATION OF ORDER**

All orders of the Buyer are subject to Supplier’s approval. No order of the Buyer will be binding upon Supplier. Every order of the Buyer will be binding on the Buyer unless and until is rejected in writing by Supplier.

### **3) PRICES**

Unless otherwise specifically agreed by Supplier in writing, the Buyer will pay the prices of Supplier for the Merchandise in effect at the time of shipment. All prices are for delivery ex factory, excluding transportation and shipping charges, taxes, fees and customs duties.

### **4) DISCOUNTS AND ALLOWANCES**

Except as otherwise agreed by Supplier in writing, the Buyer will not be entitled to any discount or allowance of any kind. No agent of Supplier is authorized to agree to any such discount or allowance on behalf of Supplier.

### **5) DELIVERY TIME AND TERMS**

Any delivery dates specified by Supplier will be deemed to be estimates only. In no event is the time of delivery of the Merchandise of the essence. Supplier reserves the right to cancel, suspend or delay, whole or in part, any orders due to any event in the nature of force majeure or beyond Supplier’s control. Supplier also reserves the right to discontinue particular Merchandise in response to

production and market requirements and demands. The Buyer waives any and all claims and rights relating to any cancellation or delay in delivery of the Merchandise including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential or other damages or compensation.

#### 6) RISK OF LOSS

Irrespective of the terms of sale which may be specified, and irrespective of whether the transportation or shipping charges are paid by Supplier, all risk of loss or damage to the Merchandise shall pass to the Buyer upon delivery of the Merchandise by Supplier to a carrier and any claim for loss or damage shall be made by the Buyer solely against the carrier.

#### 7) TECHNICAL DATA AND DOCUMENTS RELATED TO THE SUPPLY

Weights, dimensions, prices, performances, colors, pictures and other information, including samples characteristics, indicated in Sansha's catalogues, price lists, circular letters or other sales and technical literature are merely indicative and not binding unless SANSHA expressly refers to them in its quotation or order confirmation. SANSHA reserves the right at any time to make changes to its products technical specifications, colors and aspects, priory informing the Buyer in writing in case the above changes are substantial.

#### 8) TITLE RETENTION

Until Supplier collect in full all amounts required to be paid by the Buyer for the Merchandise, in accordance with the Hungarian law, the Merchandise will remain property of SANSHA. In case the Buyer fails to performs his obligations as specified in art.s 3 and 9, SANSHA has the right to immediately retrieve the goods, wherever they are located. The Buyer already authorizes SANSHA to enter the place where the goods are delivered by or for the Buyer. The Buyer grants SANSHA irrevocable power of attorney to decide, at the discretion of this latter, which goods have been paid for by the Buyer, and which haven't. All costs connected with the retrieving of the goods are at the Buyer's expense. Additionally, SANSHA is entitled to charge any damage caused to the goods or any reduction in the value of the goods to the Buyer.

#### 9) PAYMENT TERMS

The Buyer shall make payment at SANSHA's bank accounts in accordance with the provisions of the Contract. For no reason may the Buyer delay or suspend the payment, notwithstanding any claim, including, without limitation, any claim for any alleged defect, fault or irregularity in the Merchandise, without prejudice to the right to claim any amounts that the letter can prove to have been unduly paid. Acceptance by Supplier of any check, draft, promissory note or other instrument will not constitute payment until Supplier has collected the full amount by transfer. In the event of any delay in payment, even partial, Supplier shall have the right to suspend deliveries and may, at its option require immediate payment of all sums owned by the Buyer, or guarantees or

Terminates the Contract. In the event Supplier does not receive any payment by the due date, the Buyer shall pay to Supplier interest on the unpaid amount, from the due date to the date payment is actually received by Supplier, at a rate equal to five percent above the official rate of the Bank during such period or the highest rate permitted by law, whichever is less. Irrespective of any payment or credit terms specified or agreed to by Supplier, Supplier may, in its sole discretion, at any time, require payment before shipment of all of the Merchandise. If Supplier believes that the Buyer's ability to make the payments required by the Contract is or may become impaired, Supplier may, in its sole discretion, terminate the Contract, and the Buyer remaining liable to pay for any Merchandise already shipped. In the event that the Supplier takes proceedings to retrieve any sum due by Buyer or avails itself of any right pursuant to this contract, including title retention, Buyer must refund Supplier of all express, charges and fees arising out of judgment.

#### 10) WARRANTIES

Except for such express written warranties, Supplier makes no warranty, express or implied, with respect to the Merchandise, including, without limitation, any warranty of merchantability or fitness for any particular purpose. Upon receipt of the Merchandise, Buyer must subject it to an accurate check of this latter. The Buyer takes full and complete responsibility for ascertaining whether the Merchandise meets the requirements of or is suitable for the Buyer's intended use. The Buyer acknowledges that variations in color, tone and shade are characteristics of the merchandise and are inherent and unavoidable. Under no circumstances does Supplier make, or shall Supplier be deemed to have made, any warranty, express or implied, by reason of any statement, description or illustration in any brochure or other literature.

#### 11) CLAIMS

Any breach of warranty or other claim by the Buyer of any and every kind, including, without limitation, claims for defects, must be specific and must be made in a writing dispatched to Supplier, by registered air mail, to Supplier's office, return receipt requested, in any event, not later than 15 days from the date of receipt of the Merchandise with respect to which the claim is made. Failure to make any claim in such manner or within such time shall constitute an irrevocable acceptance of the Merchandise and an admission by the Buyer by the Merchandise fully complies with all the specifications of the Contract. Having made a claim in the manner and within the time mentioned, Buyer must keep the Merchandise with respect to which the claim is made at the disposal of Supplier for any checks. No Merchandise may be returned by the Buyer without the prior written authorization of Supplier. In the event of any ascertained defects, Supplier may, at its election, either replace the Merchandise affected or cancel or terminate the Contract, in whole or in part, without any obligation to replace any Merchandise. The Buyer waives any and all other claims, including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential, punitive or other compensation or damages, and any and all rights to terminate or cancel the Contract, in whole or in part.

#### 12) LIABILITY

The total liability of SANSHA ., on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance or breach of the contract or use of any product, shall not exceed the value of the product such liability is related to. In no event shall SANSHA be liable for loss of profit or revenues, loss of use of the Merchandise, claims of Buyer's or third parties for such damages, or for any special, consequential, incidental, indirect or exemplary damages.

### 13) INTELLECTUAL PROPERTY

Unless otherwise specifically agreed, any and all intellectual property rights in connection with the Merchandise shall always remain in the Supplier's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Merchandise shall be standard or designed or manufactured to a specific order.

Use of SANSHA' designs: copying or any kind of use of such intellectual property rights is not permitted without the prior approval of the intellectual property owner. The Buyer shall refrain at all times and for whatever purpose from infringing, contesting, disputing or questioning such rights, patents, trademarks, titles or interests, nor shall it aid or allow others to do so, regardless of whether directly or indirectly.

### 13) PERSONAL DATA USE

The Buyer is informed that all personal data provided to SANSHA , can be treated in accordance to the Hungarian Privacy Law.

### 14) APPLICABLE LAW

The Contract shall be governed by and construed in accordance with the European Law.

### 15) TERRITORIAL COMPETENCE - JURISDICTION

Should arise any litigation between SANSHA and the Buyer regarding the validity, interpretation, performance and cancellation of the contract agreed upon the present selling conditions, French (for Sansha France) or Hungarian Law (For Sansha Europa Kft) Court will be the sole and exclusive competent one.

### 16) RETURNS PROCESS

According to European Distance Selling Regulations, you can return any item (except tights and underwear) within 28 days of receipt for a refund or a direct exchange for a different size/colour of the same product.

In all cases, the returned items must be in their original condition which includes tags and any packaging. In the unlikely event that an item is returned to us in an unsuitable condition, we may decline to accept it and may send it back to you.

In the interest of hygiene, tights and underwear are non-returnable or exchangeable unless faulty.

\*Under Consumer Contracts Regulations you have the right to cancel an order for goods you have purchased from SANSHA. Your right to cancel begins from the moment you place your order, and

doesn't end until 14 working days from the day after you receive your goods. You have the right to notify SANSHA of cancellation for any reason and must return anything within a further 14 day period whereby you will be entitled to a refund of price plus standard delivery charges only.

## 17) EXCHANGE OR REFUND

It is very important that when you return an item, we know what it relates to. Please remember to include your details and specify whether you want a refund or an exchange on the returns form. Without these details, we will not be able to process your request accordingly.

Please allow 7 working days for us to receive your return. Once received, we will inspect and process your return within 5 working days to ensure you receive what you want as quickly as possible.

You will be notified by e-mail once your return has been received and processed.

Any refund will automatically be issued to the card used to make the original purchase. In the event that we are unable to provide a suitable replacement we will automatically refund you and let you know via e-mail. We will usually refund what you paid for your order but not the delivery charge unless your order was cancelled under the Distance Selling Regulations or the entire order was faulty or incorrect.

### Important Information

You will be responsible for all return postage costs unless the goods you received are faulty or incorrect (according to your original order). Please retain proof of posting from your shipper. Without this we cannot be responsible for any items that fail to reach us. We will ship exchanges back to you free of charge.

We always recommend that you send your returned goods back to us via a 1st or 2nd Class recorded delivery service, as you will be able to track your return.

All goods being returned must be sealed in their original boxes or packaging, and then safely packaged. You are responsible for the return of the items, and any damage caused to them whilst in transit back to us may affect your chances of a full refund.

Marked, scuffed or dirty shoes and/or items displaying obvious evidence of wear will be returned to the customer. We are not responsible for any items that are returned to us in error.

Returns or exchanges of items damaged due to normal wear and tear cannot be accepted.