

## TERMS & CONDITIONS

The Basu Group, LLP. will be referred to as TBG for the purpose of this document. Those who purchase the goods offered by TBG at the wholesale prices listed in this price list for the purpose of reselling it to end-consumers for profit are considered Resellers or Retailers for the purpose of this agreement.

By placing an order and/or accepting a consignment and an invoice, you (the reseller / retailer) are agreeing to the following terms and conditions:

1. ANUSCHKA™ & Painted With Passion™ are registered trademarks of TBG.
2. TBG reserves the right to do business and the right to limit distribution.
  - a. TBG at its sole discretion may choose to suspend business relationship with any reseller without notice or explanation.
  - b. TBG will always adhere to the law of the land when executing such decisions.
3. **Opening Order & Re-order minimums/Minimum Order Quantity:**
  - a. Minimum opening order is £400.00.
  - b. Minimum re-order is £200.00. For orders under £200.00, a £10.00 handling fee will apply.
  - c. Handbags & Small Leather Goods:
    - i. TBG has an open stock policy for all handbags and small leather goods.
    - ii. TBG reserves the right to implement Minimum Order Quantities for special offers or specific SKU's
  - d. Other items:
    - i. From time to time, TBG may offer a variety of products outside of the fashion products (accessories and shoes). Depending on the type of item, TBG reserves the right to offer them as open stock or case packs. Example: The Anuschka leather protector is only available in a case pack of 6 cans.
4. **Backorder:**
  - a. All items will be placed on backorder if unavailable / out of stock at the time of shipment.
  - b. If the total value of your backorder is less than £100, it will be automatically cancelled unless instructed by you.
  - c. If you don't want items on backorder, please mention that at the time of placing your order.
  - d. You will be responsible for any freight charges on your backorder
5. **Distribution by Reseller:**
  - a. The reseller agrees NOT to export the Anuschka bags to any country outside UK and the European Union.
  - b. TBG at its own discretion may allow specific resellers the right to export to specific countries outside UK and the European Union.
  - c. The reseller agrees NOT to sell these goods on any online marketplace including but not limited to Amazon.com, Walmart.com, Overstock.com, eBay.com or any such platform that allows the reseller to publish and sell goods for a fee. The reseller also agrees to NOT sell to any other third-party that may sell the same goods on such online platforms/marketplaces.
  - d. TBG at its own discretion may allow specific resellers the right to sell on specific marketplaces
6. **Prices:**
  - a. Only UK Price list is valid for the UK and EU market.
  - b. All prices are in GBP unless specified otherwise.
  - c. All prices are ex-warehouse.
  - d. Prices are subject to change without prior notice.
  - e. Drop Ship Service Fee is £4 per item shipped. This is a non-refundable fee.
7. **Payment Policy:**

The Terms & Conditions specified on the Credit Card Authorization Form and Credit Application Form are applicable towards the following:

  - a. **Payment Methods:**
    - i. TBG accepts the following payment methods
      1. Credit Cards (Master Card and VISA) - (**Credit Card Authorization Form** needs to be completed)
      2. Advance Payments may be sent using Banker's Draft, PayPal and/or Bank Wire Transfers. For wire transfer instruction, please contact customer service. All payments should be payable to **The Basu Group, LLP**
      3. Business Cheque (Subject to Verification; **Credit Application Form** needs to be completed)
    - ii. TBG DOES NOT accept Personal Checks under any circumstances.
  - b. **Payment Terms:**
    - i. Pre-paid (Due upon "Ready to Ship") - All payment methods mentioned above may be used under these terms.
    - ii. Net 30 (Subject to Credit Terms below; **Credit Application Form** needs to be completed) - Payments can be made using Banker's Draft or Business Cheques only.
  - c. **Credit Terms:**
    - i. Net 30 credit available.
    - ii. In order to apply for a Net 30 credit, please return a copy of the Credit Application form with all the necessary information filled out. (Fax us at 908-926.2343 for a copy of the **Credit Application Form** or email [cs\\_eu@anuschka.com](mailto:cs_eu@anuschka.com))
    - iii. Final approval and maximum credit limit will be determined based on the historical credit information provided by vendors listed by the applicant.
    - iv. You will lose all credit privileges in the event of any late payment or bad cheque (See below for more details).
  - d. **Service Charge for Late Payment / Payment Default:**
    - i. All payments not cleared by the due date will be considered as late and in default of all applicable terms, and will be subject to a Service Charge.
    - ii. Service Charges in the amount of 2% per month on will be calculated against all unpaid balances there of.
    - iii. THIS SERVICE CHARGE EQUATES TO 24% PER ANNUM.



- e. **Bad Cheque:**
  - i. If we get a returned check for insufficient funds or non-existent account, a **Bad Cheque Fee** of £30 will be added to the total balance, plus applicable Service Charges. (See section 7.d.)
- f. **COLLECTION:**
  - i. If you default on a payment for more than 90 days, your account will be handed over to a Collector for collection of payment. TBG will not be responsible for any impact made to your personal and/or business credit history.
  - ii. In the event of a bankruptcy, all Federal and Local bankruptcy laws will be respected.
8. **Claims / Shortages:**
  - a. All Claims and Shortages must be reported within 5 days upon receipt of goods, or claims will not be allowed.
9. **Freight:**
  - a. All orders shipped FOB, our warehouse.
  - b. Customer is liable for all freight charges and other expenses associated with transferring the goods from our warehouse to their premises.
10. **Delivery:**
  - a. Please allow 2 to 3 weeks for delivery.
  - b. All purchase orders are processed in the order they are received.
  - c. Expedited warehouse processing (3 day warehouse processing) is available against a handling fee of £20
11. **Returns & Refused Shipment:**
  - a. Merchandise shipped as ordered, may not be returned.
  - b. Any shipment returned because of insufficient C.O.D. funds or bad address, will be treated as a “refused shipment.”
  - c. In the event of a refused shipment, 25% of whole invoice amount will be charged for restocking plus freight.
  - d. In the case of manufacturing defects, items will be repaired or replaced. See Warranty section for details. (Note - R.A.# required)
  - e. NEW Merchandise returns due to Factory Defects will be credited or Replaced at customer request (Claims must be made within 5 days of receiving the goods).
12. **Limited Warranty Policy:**

TBG stands behind the quality and workmanship of all its products.

  - Warranty is limited to Manufacturing Defects only. General wear and tear is not covered by warranty.
  - For handbags (bags) & small leather goods (SLG) purchased at full price, warranty is 1 year from date of purchase. Valid receipt copy required for processing claim.
  - For bags & SLG’s purchased at discounted price, warranty is 30 days from date of purchase. Valid receipt copy required for processing claim.
  - TBG will NOT refund/ replace any used merchandise. Used merchandise is only eligible for repair. If original packaging is missing, the item will be considered used and subject to our warranty policy.
  - a. **Repair:**
    - i. TBG will repair any manufacturing defects free of charge, within the warranty period.
    - ii. After expiration of warranty period, TBG may charge for any repairs/ replacement parts.
    - iii. TBG will not be responsible for any product that is overloaded and damaged by abuse of the product.
    - iv. TBG will replace the bag/ wallet only if it cannot be repaired and if it is within the warranty period.
  - b. **EXCEPTIONS:**
    - i. TBG does not offer cleaning, re-dying or leather refurbishing services
    - ii. TBG cannot repair extraordinary damages - slashing/holes in the leather/lining, water or chemical damage, over stuffing and other misused items. Such circumstances VOID any existing warranty.
  - c. **General Policies applicable to ALL Warranty Claims:**
    - i. Original copy of the invoice is required for all Claims.
    - ii. When processing a claim for a consumer (the reseller’s customer), a valid sales receipt is required.
    - iii. TO FILE A CLAIM, FAX +44.20.3004.1632 OR EMAIL [cs\\_eu@anuschkaeather.com](mailto:cs_eu@anuschkaeather.com) and ask for a Return Authorization Number (RA#).
    - iv. Customer is responsible for all shipping costs associated with sending a claim to TBG.
    - v. All items must be sent via insured mail.
    - vi. Any bag damaged because of improper packing by the customer when shipping to TBG, will be returned to the customer as is and the claim will be considered void.
    - vii. Return address for warranty claims will be provided at the time of issuing the RA #.
    - viii. REMEMBER TO ENCLOSE THE FOLLOWING WITH YOUR CLAIMED ITEM:
      1. The Return Authorization Number (RA#) that you received from us.
      2. A note with a brief description of the repair needed.
      3. A copy of the original invoice (if you are a reseller) or sales receipt (if this is for a customer)
    - ix. All claims take at least 45-60 days to process from the date the item is received by TBG.
    - x. Any return without RA # on the box will be refused / returned and no refund will be issued.
    - xi. You may email the warranty claim department at [returns@anuschkaeather.com](mailto:returns@anuschkaeather.com) to get a status update.
13. **Terms & Conditions:**
  - a. The most current version of the “Terms & Conditions” applies under any given circumstances.
  - b. TBG’s Terms & Conditions are subject to change without notice.
14. **BY ACCEPTING THESE TERMS, YOU AGREE TO SETTLE ALL DISPUTES WITHIN THE JURISDICTION OF THE COURTS OF ENGLAND**