



THE FABULOUS GROUP®

GENERAL TERMS AND CONDITIONS (SALE)

1. VALIDITY

1.1. Our General Terms and Conditions apply exclusively to all our deliveries and services. General terms and conditions used by customer do not become part of the agreement, and this also applies if we do not expressly object general terms and conditions of the customer and also if we carry out deliveries or services knowing about differing contractual provisions, or terms and conditions.

1.2. Our General Terms and Conditions also apply to future or sequential deliveries and services even if not expressly referred to.

1.3. We shall abstain from the present terms and conditions only by means of a written agreement between our Company and the contracting party (ies).

2. VALIDITY OF ORDES

2.1. Orders are acceptable only in writing and are subject to our written confirmation.

2.2. Subsequent changes in confirmed orders (such as changes in the ordered quality or changes in the ordered articles, colours or quantities) are only possible with our consent.

3. CALL-OFF ORDERS

3.1. Goods from call-off orders are to be accepted within the agreed period, otherwise in six (6) months at the latest.

3.2. If the goods are not accepted or only accepted in part (either without a justified cause), we reserve the right to deliver the goods notwithstanding the provisions under clause 6.2 and the legal consequences of the creditor's delay of acceptance. The costs arising from this are to be entire born by customer.

4. PRICES

4.1. Our offers and prices/fees are subject to change before closing, without prior notification.

4.2. Our prices and flat fees are net of all transport fares, dues and local taxes as applicable.

4.3. We reserve the right to adjust the agreed prices for deliveries and services to the wage and material costs corresponding to the time of the performance of services unless these are rendered within four (4) months from confirmation of the order(s) placed, unless a fixed price has been expressly confirmed to the customer.

4.4. Our prices apply to the agreed purchase qualities. In the event of reduced qualities, we reserve the right to adjust the prices accordingly.

4.5. Services in addition and supplemental to the agreed scope of services are separately invoiced to the customer.

5. TERMS OF PAYMENT, DELAY IN PAYMENT

5.1. Payments are to be made by the customer to the account given on the invoice. An advance payment of 40% of the value of the order applies to all orders and must be effected within five (5) days from confirmation of the ordered placed. Another 30% is due and payable five (5) days prior to packaging, whether the Customer has arranged for inspection or not. The remaining balance of 30% is due and payable prior to delivery under 6.1. In exceptional cases specific arrangements for credit period and/or other means of payment may apply,

if concluded in writing with the Customer prior to confirmation of this order.

5.2. The goods delivered by us remain our exclusive property until they are completely paid. This retention of title also extends to the proceeds from the resale of goods delivered by us. These proceeds are to be separately kept without being mixed with other means of payment.

Processing or reprocessing of goods delivered and still owned by us is effected without any liabilities accruing to us from this. The exclusive title to the goods created by processing or reprocessing is also held by us until payment of our open accounts receivable.

5.3. Delay in payment by the customer occurs after the due date without any reminder.

5.4. In the event of payment delinquency interest shall be charged in monthly intervals at a rate of 8% per annum. (Basic ???? of Central bank Greece

5.5. All judicial and legal cost, whatsoever, for pursuing or settling payment burden the Customer. We reserve the right to pursue any and all damages incurred as a consequence of late or default payment.

5.6. The Customer shall at no time be entitled to set off claims against our Company unless explicitly acknowledged by us as valid and due or adjudicated as such by a competent Court of Law or Arbitration.

5.7. The Customer shall not be entitled to retain payment for any reason, whatsoever.

6. DELIVERY TIME, DELAY

6.1. Delivery of goods takes place EX WORKS, i.e. from our specified business premises. Customer is to arrange and pay for inspection, transportation, export formalities, insurance and all relevant costs.

6.2. Delivery time is expressly set out in our written confirmation of the order(s). A fixed date applies only if explicitly agreed. Delivery period is triggered three (3) days after the advance payment is received.

6.3. If delivery is delayed under the Customer's responsibility he shall be obliged to pay within the time specified as if delivery took place on time and bare all costs arising out of this delay. We shall at our own discretion provide a reasonable extension after which we may equally refuse delivery or apply extra charge for delayed delivery.

6.4. If delivery is delayed under our Company's responsibility (such is deemed only if due to willful act/omission or gross negligence) we shall be held liable to recover only the actual loss of the Customer, i.e. his lost profit, as proven in writing by the Customer, provided he rescinded the contract and called off his order. If the Customer allows for a reasonable extension of delivery date and that is met by our Company, then he shall be entitled only to a 0,5% of the value of the order, for each week of delay.

7. FORCE MAJEURE

7.1. I/f execution of the order is affected by objective reasons beyond our reasonable influence and control (force majeure) the Customer shall be notified in due course and delivery time extended accordingly. If the reason persists for more that three (3) months, the Customer may call off his order in writing within five (5) days from completion of the 3 month period.

8. CONTENT OF SERVICES, WARRANTY, DAMAGES

8.1. Samples may slightly differ from the goods delivered without this constituting a defect or justifying warranty claims.

8.2. All products are accompanied by certificates such as CE, DIN, ONORM and EU certificates (CS) as the case may be. Further inspections and certificates may be arranged by the Customer at his own responsibility and cost.

8.3. The Customer is obliged to accept or deny/reject the Goods in writing within three (3) days from inspection or packaging at the latest. If no written complaint or rejection stating the defects in particular is notified to our Company within this period of time, the Customer is deemed to have accepted the Goods in good and merchantable quantity and quality.

8.4. The written Notification of Defects is to contain at least the following details:

- Type of defect
- Complete article number
- Piece number
- Production Batch number
- Invoice number
- Date, place and name of the Inspector

8.5. The Warranty period is six (6) months from delivery, provided the defect is due to manufacture and not bad use or improper use or processing or interaction with other materials or rectification attempts by the Customer or end user. Warrantly covers only the rectification or replacement of the defective article(s), as applicable, at the Customer's business premises and does not affect the End User's local statutory rights.

8.6. If the defect persists despite rectification the Customer is entitled to replacement or reduced price of the defective article and by no means to call off the order or rescind the sale in whole or in part. Any other claims for sequential loss or other damages fall out of the scope of the present warranty against our Company.

8.7. All warranty claims against our Company shall be deemed fully satisfied in full discharge of any and all warranty obligations if we assign to the Customer in writing our respective claims for the same reason against the provider/manufacturer of the goods sold.

9. FINAL PROVISIONS

9.1. Should any provision of the present terms is or becomes invalid for whatever reason the other terms remain valid. The parties agree to replace the invalid term with a new valid one, as close to the purpose, meaning and function of the invalidated one as possible.

9.2. The present terms and conditions can only be modified in writing.

9.3. All rights and obligations from a contract under the present terms and conditions are not to be assigned to third parties, unless explicitly agreed in writing.

9.4. Place of execution of delivery and payment in Athens, Greece.

9.5. The law applicable to any dispute under the present Terms and Conditions is Greek Law and the Courts of Athens shall only be competed, for claims both for and against our Company and the Customer. The Customer accepts and subjects to the jurisdiction of the Greek Courts upon confirmation of his order by our Company.

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Until the buyer has paid all sums due to the seller, whether under this agreement or under any prior or subsequent agreement, the goods shall remain the property of the seller and the buyer shall hold them as the seller's bailee (in Scotland "custodier") and fiduciary agent. The buyer may resell the goods on commercially reasonable terms, but meanwhile shall keep them for the seller separate from the buyer's own goods and properly stored, protected and insured. In his relations with the sub-buyer the buyer shall sell in his own name as principal and without creating any legal relationship between the seller and the subbuyer, but in relations with the seller he shall resell as seller's fiduciary agent. In that capacity , the buyer shall hold all proceeds of sale, tangible or intangible, and other proceeds (including insurance proceeds) on trust for the seller and separate from the buyer's own money or other assets and shall promptly transfer such proceeds to the seller (last sentence not valid in Scotland). Where the goods become commingled with other materials, whether of the buyer or of a third party, the buyer shall have no interest in the product, and the seller shall be the owner of the same solely or (in the case of materials contributed by a third party) in common with that party to the extent of the seller's contribution to the product.