WHOLESALE TERMS AND CONDITIONS

Business name		Position	
Business contact		VAT number	
Delivery address			
Email		Phone	
Signature		Date	

Please sign and return this document to Pawness.
By signing this document you agree to Pawness wholesale terms & conditions.

PAWNESS WHOLESALE TERMS & CONDITIONS

When purchasing goods for re-sale from Pawness, please note the following:
1. Minimum wholesale order value is €250,- excl. VAT and in full carton or quantities as specified.
2. All items are subject to VAT all prices shown in wholesale price lists are exclusive of VAT.
3. Goods remain the legal property of Pawness until paid in full.
4. Prices are subject to change without notice.
5. The sale of goods is subject to our wholesale terms and conditions as detailed below.
6. Goods may be purchased directly from Pawness.

WHOLESALE TERMS AND CONDITIONS - Effective from 01August 2024

Buyer terms and conditions acceptance:
Pawness (herein after "Pawness" and/or "Seller") acceptance of your (the "Buyer") application and wholesale orders is expressly made conditional on Buyer's agreement to these terms and conditions. The terms and conditions set forth on this wholesale/buyer application, order confirmation and/or invoice will govern ALL transactions between the Buyer and the Seller. Seller specifically rejects any terms or provisions which set any standards, specifications or damages related to quality and time of delivery or which contradict or purportedly claim to supersede these terms and conditions.

By requesting Pawness goods to you, you acknowledge and agree (or you are deemed to acknowledge and agree) to these wholesale terms and conditions.

2. Payment & order transactions
2.1 Unless otherwise agreed to in writing, payment for the Goods shall be made at the time the order is placed via bank transfer.
2.2 Pawness may refuse to accept or cancel any order or delivery of Goods at any time by giving written notice to Buyer. Pawness shall not be liable for any loss or damage whatsoever arising from such cancellation. At the discretion of Pawness, a credit memo and/or refund- in this instance only, will be processed.
2.3 Once you submit an order, it cannot be cancelled by you. All sales are final.
2.4 Any variation to any order must be agreed to in writing. The total price may alter as a result of any variation and Buyer agrees to pay any increase.
2.5 Restocking fees: Seller reserves the right to charge restocking fees. Buyer shall be charged a 20% restocking/cancellation fee. Restocking fees will be charged to your bank account on file at the time of the transaction.
2.6 No refunds will be processed. When applicable, a credit memo will be issued to be used towards a future order or invoice.
2.7 Ownership of the Goods shall pass to you upon payment in full of the purchase price for the Goods.

3. Duties/taxes/fees
3.1 All prices are EXW The Netherlands. All export and import documentation, licenses, duties, taxes or other obligations or costs relating to the delivery of the Goods shall be the Buyer's responsibility.

4. Sale Of Goods & Msrp
4.1 You acknowledge that you are acquiring the Goods for the purposes of trade or business only.
4.2 Any resale of Pawness products on public forums such as Amazon.com, Ebay.com or Zulily.com are expressly prohibited. Pawness shall have sole discretion to determine what public forums, if any, are eligible for Buyer resale.
4.3 The Goods must be sold at the recommended retail price (as notified to you by Pawness) unless otherwise agreed to in writing.

5. Shipping and risks
5.1 For orders within the EU: Unless otherwise agreed to in writing, Pawness shall arrange delivery of the Goods to you and you will be responsible for the costs associated with delivery. Orders will be shipped via PostNL, DHL or UPS. While the delivery service utilized by Pawness may include insurance for the Goods during transit, Pawness makes no representations and gives no warranties in respect to such insurance and you will be responsible for obtaining any specific insurance you require in respect of the Goods during transit. Risk in respect of the Goods shall pass to you when the Goods are delivered to the carrier.
5.2 For International orders: All prices are EXW, The Netherlands and unless otherwise agreed to in writing, you shall be responsible for the cost of

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transportation of the Goods from the premises of Pawness. Risk in respect of the Goods shall pass to you when the Goods are made available to the delivery carrier. You are responsible for obtaining insurance in respect of the Goods from the time they are made available at the place of delivery (carrier).

6. Backorders
6.1 Out of stock Goods will be back-ordered and shown on your invoice. If back-ordered goods are in stock at the time of your next order they will be added to your order without duplication. Outstanding back-orders will be shown on each invoice. If you wish to cancel any back-order or not have back-orders listed at all, please inform us.
6.2 Buyer is allowed to postpone shipment of order until all goods are available to avoid any extra shipping fees and duties.

7. Ready for shipment
7.1 Unless otherwise agreed to in writing in stock Goods will be ready for shipment with 3-5 bussiness days.
7.2 Larger orders may require more time. Seller will contact buyer to discuss lead times.

8. Notice of defects/returns
8.1 The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after receiving the Goods. The Seller cannot be responsible for shortages when shipments are directed to a third party. It is the responsibility of the Buyer to inspect upon receipt, that all Goods delivered matches the items ordered / invoiced.
8.2 If a part of the order is delayed or if part of the order is defective or deficient, the order may only be remedied for that part of the order.

9. Acceptance of goods with known defects waives claims for damages
9.1 Buyer hereby waives any claim for damages resulting from any defect Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise.

10. Returns
10.1 It is the responsibility of the Buyer to inspect upon receipt, that all merchandise delivered reflects exactly the items purchased and invoiced (See item #7 for Notice of Defects).
10.2 Purchases made by Buyer through Pawness Wholesale are ineligible for return. Under certain conditions, exchanges may be made for unsatisfactory merchandise that is unused and in original packaging with all tags attached. Whether or not items are eligible for exchange is at the sole discretion of Pawness. All exchanges must be initiated within 7 days of receipt of goods.
10.3 In the event of an exchange of merchandise, the Buyer is responsible for all shipping fees, both in shipping product back to Seller as well as the shipping of the new product to the Buyer. Buyer authorizes Seller to sell any products that have been exchanged, rejected, or abandoned.

11. Modification of goods
11.1 If you modify the goods, they are immediately ineligible for return or exchange. Once merchandise is altered in anyway, the Buyer cannot return or make a claim relating to such merchandise.

12. Samples and images
12.1 Unless otherwise expressed in writing, Pawness does not warrant that the quality, weight, designs or color of the goods corresponds to any specific description, image or sample.

13. Intellectual property
13.1 You undertake to use the brand name and, if required by Pawness, logo when advertising goods supplied by Pawness and anywhere where the goods are described or named including on websites, labels and invoices.
13.2 Pawness grants you a personal, non-exclusive, non-transferable, and non-assignable license to use the Pawness brand name and, if applicable, logo for the purposes mentioned above in this section.
13.3 You must not use or permit the use of the brand name or logo in any manner that would be detrimental to or inconsistent with the good name, good will, reputation and image associated with the intellectual property of Pawness.
11.4 The license in clause 13.2 may be revoked by Pawness by written notice to you.

14. Liability
14.1 Pawness shall not be liable:
Where you have altered or modified the goods, misapplied the goods, not followed Pawness instructions in respect to the goods or have subjected them to unusual or non-recommended use or handling;
For defects in any goods manufactured by any third party;
For loss or damages caused wholly or partly by any factors beyond our control, including, without limitation, any loss resulting from a delay in production or supply of the goods;
For any indirect or consequential loss of any kind.

15. Exclusion of implied warranties
15.1 Pawness shall to the extent permitted by applicable laws, and in respect of any legal basis for a claim not be responsible for any product liability or for any direct or indirect business interruption loss, consequential loss, loss of profit, or any other loss whatsoever. There are no implied warranties of merchantability and fitness applying to the goods sold by seller. In any event, the maximum liability shall be equal to repayment by Pawness to the buyer of the payment made for the delayed or defective part of the order.

16. Deterioration of buyer's credit
16.1 The seller has the right, in addition to other remedies provided by law, to terminate any delivery or suspend further deliveries of other shipments in the event the buyer fails to pay for any one shipment when the same becomes due.
16.2 Pawness may terminate this agreement with immediate effect by giving written notice to you if:
You have failed to comply with a written notice given by Pawness specifying a breach of the agreement and requiring you to remedy it within 14 days; or
Being an individual, you are made bankrupt; or
Being a company, you are placed in liquidation or receivership.
On termination, Pawness shall have the right to deal with the Goods at its absolute discretion.

17. Transfer of rights
17.1 The buyer can not transfer its right deferring from an agreement with Pawness to third parties without the prior written consent of Pawness.
17.2 This provision applies as a clause with a property law effect as referred to in Section 3:83(2) Dutch Civil Code.

18. Applicable law and competent court
18.1 Dutch law is exclusively applicable to all agreements between the parties.
18.2 The Dutch court in the district where Pawness is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

19. Amendments
19.1 Pawness is entitled to amend or supplement these general terms and conditions. Changes of minor importance can be made at any time.
19.2 Major changes in content will be discussed by Pawness with the buyer in advance as much as possible.
19.3 Buyers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

20. Agreement and acknowledgement
Buyer(s) have carefully read and agree to these terms and conditions. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this agreement will remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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