



General Terms and Conditions of Sale

1. General

These terms and conditions shall exclusively cover the contractual relations between JULIA SEEMANN, with registered offices at Mühlebachstrasse 6, 8008 Zurich, Switzerland and the Client, which terms are implied as automatically accepted by the Client upon approval of the Order Confirmation/Invoice. Depending on the specific context, and unless otherwise stipulated, (i) the word “Client”, as used herein, must be understood to refer to any buyer, point of sale, store or distributor, and (ii) the word “Contract” to any proposal, quote, purchase order, sales or purchase contract or any other contract between the parties, and (iii) the word “Product” or “Item” to any textile item, piece of clothing, article or accessory designed, manufactured and/or marketed by JULIA SEEMANN.

2. Purchase Order / Order Confirmation / Additional Charges

(a) Every Purchase Order submitted by the Client will be responded to with an Order Confirmation/Deposit Invoice from JULIA SEEMANN. The Client then has 5 days to review and re-confirm or to modify the Order Confirmation/Deposit Invoice. Without such modifications, the JULIA SEEMANN Order Confirmation/Deposit Invoice – as re-confirmed by the Client - shall be legally binding between the parties.

(b) Prices in the Confirmation Order/Deposit Invoice are EXW (i.e. “Ex Works“ from JULIA SEEMANN’s commercial address) and are subject to VAT, sales taxes and any other taxes, duties, fees and transport costs as may apply in a given case (hereinafter “Additional Charges”). Bank transfer charges, if accrued, must be borne by the Client.

3. Payment Terms

(a) In order to secure the delivery of the goods to the Client, and unless specifically agreed upon otherwise in writing, a 40% deposit of the total Order Confirmation/Deposit Invoice amount must be paid by the Client onto JULIA SEEMANN’s designated bank account within 10 business days after the Order Confirmation/Deposit Invoice has become binding. No ordered items will be produced, dispatched or shipped without a respective deposit in place.

(b) The 60% balance of the total Order Confirmation/Deposit Invoice together with the applicable Additional Charges must then be paid within 30 days after the items are physically dispatched from JULIA SEEMANN to the Client (i.e. are handed over to the Client's preferred carrier). The respective Final Bill along with the shipment details will be sent to the Client at the date of shipment by email. Any question or discrepancy relating thereto must be addressed to JULIA SEEMANN (by email) within 5 subsequent business days. Thereafter, queries and or discrepancies will not be further accepted.

(c) Payments must be made in USD (or the equivalent thereof in EURO, YEN or CHF) by bank transfer or check payable to JULIA SEEMANN as indicated on the Order Confirmation/Deposit Invoice and/or the Final Bill. A late payment interest of 1.5% per month shall apply as from the first day of the Client's default (to deposit of final payments).

4. Late Cancellation

Any cancellation by the Client of a binding Order Confirmation/Deposit Invoice as defined in section 3(a) prior to the date of shipment of the goods to the Client shall result

(i) for an existing Client (minimum of two seasons): 50% of the deposit will be accounted as a restocking fee for future deliveries and 50% will be non-refundable; and

(ii) for a new Client: the full deposit becomes a non-refundable "Cancellation Fee".

5. Legal Title

Legal title in the Product shall pass to the Client once it will be handed over to the Client's preferred carrier. All risks, including the risks of loss and damage will vest with the Client from that moment onwards. JULIA SEEMANN's responsibility shall be limited to evidence the delivery of the Product to the Client's preferred carrier.

6. Time of Shipment

(a) The parties shall agree as early as possible (in principle, together with the Order Confirmation/Deposit Invoice) on a shipping time window during which the Product shall be sent to the Client.

(b) Should a delay occur in the shipment, JULIA SEEMANN can only be held liable and the Client can only refuse acceptance of the Product, demand compensation and termination of the Contract, if the delay exceeds the shipping time window for more than 15 days and if it is caused by JULIA SEEMANN's intentional behavior or gross negligence.

7. Compliance and Guarantee

(a) JULIA SEEMANN reserves the right to modify minor features of the items, if so necessary and subject to the items's general and aesthetic qualities being maintained, without giving the Client prior notice thereof.

(b) Respective Claims & Discrepancies re quality and compliance must be addressed to sales@juliaseemann.com, and must be made within 10 business days of the Client's receipt of the items. Supporting documentation must accompany claims for style/color/size substitutions, overages, shortages, etc. Items may only be returned against compensation if (i) they do not comply with the items confirmed in the Order Confirmation/Deposit Invoice beyond the threshold mentioned in section 7(i) or (ii) if the quality of the material or the making is beyond acceptable industry standard.

8. Product Display and Labels

The Client agrees to support the JULIA SEEMANN brand through providing the Client's customers with quality in-shop service and by ensuring that the display of JULIA SEEMANN Product is adequately provided. The Client is not allowed to remove any original labels from the Products.

9. Reselling Products

The Client is only authorized to sell the Product to its individual customers, unless otherwise specified in writing. The Client, therefore, is not allowed to wholesale the Product, sell the Product to any other store for resale or in bulk. Any violation of this covenant results in JULIA SEEMANN's right to unilaterally terminate her relationship with the Client with immediate effect.

10. Market Place Accounts

A Client who utilizes marketplace accounts as a selling space, such as Amazon, eBay, etc., must disclose the channel and its storefront name to JULIA SEEMANN. The Client agrees, represents, and warrants that he shall comply with the policies and procedures of such marketplace accounts and further agrees to indemnify JULIA SEEMANN for any and all violations of the same. JULIA SEEMANN may from time to time provide respective Standard Retail Price and/or Minimum Advertised Pricing for products, or updates to the same. JULIA SEEMANN reserves the right, in her sole discretion and without liability, to suspend and/or discontinue any relationship with a Client who utilizes marketplace accounts if such Client is not in conformity with such pricing.

11. References to Client

JULIA SEEMANN is entitled to quote the Client's name as seller of JULIA SEEMANN's Product in any format (press-brochures, websites, displays, posters, stockists lists etc.) in the context of any given collection sold herunder to the Client.

12. Intellectual Property

JULIA SEEMANN is and will remain the sole owner and beneficiary of all present and future intellectual property rights, of whatever nature, in the brand names, logos, designs, artwork, models, concepts, know-how and original ideas associated with the Product, and irrespective of whether or not they are registered. The Client agrees not to imitate or forge the Products, not to market identical or similar products or concepts and not to apply for potentially infringing trademark, logo or model registrations.

13. Applicable Law and Jurisdiction

These General Terms and Conditions of Sale including all orders based thereon shall be governed by the laws of Switzerland without regard to principles of conflicts of law. The parties hereby irrevocably consent and submit to the exclusive jurisdiction of the regular courts in Zurich/Switzerland.