

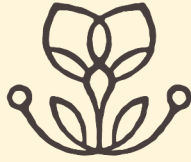
KHAστο

WHOLESALE

GENERAL TERMS 2024



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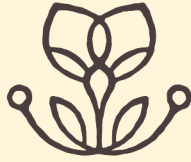
THESE GENERAL CONDITIONS APPLY TO ALL INTERNATIONAL WHOLESALE ORDERS PLACED BY BUYERS AT KHASTO (SELLER).

ARTICLE 1 PROVISIONS THAT GOVERN THE PURCHASE CONTRACT

A BINDING ACCEPTANCE OF THE GENERAL CONDITIONS TAKES PLACE THE MOMENT THE BUYER (THE BUYER) HAS PLACED AN ORDER IN WRITING (WEBSITE ORDER WWW.KHASTOWHOLESALE.COM, FAX OR EMAIL). THESE TERMS OF AGREEMENT EXCLUSIVELY APPLY TO THE PURCHASE CONTRACT. THERE IS A PURCHASE CONTRACT ONLY AFTER CONFIRMATION IN WRITING BY KHASTO (OR ITS AGENT).

ARTICLE 2 GENERAL OBLIGATIONS OF KHASTO

1. THE OBLIGATIONS OF KHASTO ARE, TO DELIVER THE PRODUCTS AS PLACED BY THE BUYER TO THE ADDRESS GIVEN BY THE BUYER.
2. IF THE DELIVERY CANNOT BE COMPLETED BECAUSE NO ONE IS PRESENT AT THE DELIVERY ADDRESS THAT HAS BEEN CHOSEN AND GIVEN BY THE BUYER, THE CARRIER WILL ALLOW THE BUYER TO PICK UP THE PRODUCT OR TO DELIVER ONCE AGAIN.
3. PRODUCT QUALITY: KHASTO WILL REPLACE DEFECT PRODUCTS, OR ADD PRODUCTS THAT HAVE MISTAKENLY NOT BEEN DELIVERED, DEFECTS ARE FLAWS THAT DO NOT MATCH THE REASONABLE STANDARD OF NEW, HIGH QUALITY PRODUCTS, TAKING INTO CONSIDERATION THE HANDMADE NATURE AND FABRIC OF KHASTO PRODUCTS. KHASTO GUARANTEES THAT THE PRODUCTS ARE OF A HIGH QUALITY AND THAT THEY RECEIVED THE ATTENTION NECESSARY TO INSURE THAT THEY ANSWER TO THE DESCRIPTION THAT IS GIVEN. NONE OTHER EXPLICIT OR IMPLICIT GUARANTEES CAN BE GIVEN. IN PARTICULAR KHASTO DOES NOT GUARANTEE THAT THE PRODUCTS ANSWER TO THE SPECIFIC EXPECTATIONS OF THE BUYER OR END-USER, EXCEPT GENERAL AND REASONABLE EXPECTATIONS. THE BUYER ACKNOWLEDGES THAT KHASTO PRODUCTS ARE LARGELY HANDMADE AND MINOR IMPERFECTIONS IN FABRIC (AMONGST WHICH WEAVING AND STITCHING) ARE PART OF ITS IDENTITY AND PRODUCTION PROCESS, AND ARE THEREFORE PART OF THE STANDARD OF NEW PRODUCTS. KHASTO IS NOT RESPONSIBLE FOR DAMAGE TO THE PRODUCTS WHICH CAN BE ATTRIBUTED TO A DECREASE OF THE PRODUCT IN TIME (DEFECTS HAVE TO BE COMMUNICATED WITHIN 21 DAYS AFTER RECEPTION, INCOMPLETE OR WRONG SHIPMENTS HAVE TO BE COMMUNICATED WITHIN A WEEK AFTER RECEPTION, AND SOLD STOCK TO END CONSUMERS WILL HAVE GUARANTEE OF CONFORMITY UNTIL ONE YEAR AFTER PURCHASE, WITH THE EXCEPTION OF WEAR DUE TO NORMAL USE. IN ADDITION, (NOTWITHSTANDING THE BEFOREMENTIONED STANDARD OF NEW, HANDMADE PRODUCTS WHICH APPLIES TO 100% OF ALL SHIPMENTS) THE BUYER ACCEPTS A POTENTIAL FAULT MARGIN OF 2% ON THE QUANTITY OF ALL ORDERS PLACED WITH A MINIMUM OF 1 (ONE) PRODUCT. THIS MEANS THAT IF AN ORDER HAS A QUANTITY OF 100 PRODUCTS, THE BUYER ACCEPTS A FAULT MARGIN OF 2 PRODUCTS.



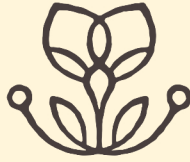
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4. THE BUYER CAN REPORT TO KHASTO IF THE PROVIDED PRODUCTS DO NOT MATCH THE ORDER THAT IS PLACED. THE REPORT SHALL BE IN WRITING AND WITHIN ONE WEEK AFTER SUPPLY. IF THE SUPPLY IS NOT IN AGREEMENT WITH THE ORDER, KHASTO WILL, IN THE CASE OF A WRONG QUANTITY, PAY TO THE BUYER THE DIFFERENCE IN PRICE BETWEEN THE BOUGHT PRODUCTS AND THE PROVIDED PRODUCTS. THE BUYER CAN ALSO CHOOSE TO HAVE THE NOT PROVIDED PRODUCTS DELIVERED AT THE EXPENSE OF KHASTO.

ARTICLE 3 OBLIGATIONS OF THE BUYER

1. THE BUYER HAS THE OBLIGATION TO SPECIFY THE ADDRESS WHERE THE PRODUCT CAN BE DELIVERED DURING OFFICE HOURS. THE TRANSFER OF RISK OF THE PRODUCTS FROM KHASTO TO THE BUYER, TAKES PLACE WHEN KHASTO DELIVERS THE PRODUCTS TO THE CARRIER.
2. CUSTOMER IS AWARE OF PERIODIC PRICE INCREASES, AND WILL COMPLY WITH UNIFORM PRICING OF PRODUCTS IN CONFORMITY WITH OFFICIAL KHASTO PRICING AS CAN BE FOUND ONLINE ON WWW.KHASTO.COM, ALSO FOR EXISTING STOCK. DISCOUNTS CAN ONLY BE GIVEN FOR SPECIFIC CUSTOMERS WITH A PROMOTION CODE, AND NEVER IN GENERAL (ONLINE OR IN YOUR PHYSICAL STORE).
3. INTERNET SALES ARE PERMITTED, BUT ONLY ON THE WEBSITE OF THE STORE. PHYSICAL SALES ONLY IN THE BUYER'S STORE.
4. BUYER HAS A REPRESENTATIVE, PREFERABLY (BUT NOT NECESSARILY) EXCLUSIVE PART OF THE SHOP DEDICATED TO KHASTO PRODUCTS, THAT MATCHES THE QUALITY OF THE BRAND IN APPEARANCE.
5. BUYER WILL NOT COMPETE WITH SIMILAR THREE LAYERED VOILE PRODUCTS SUCH AS THE KHASTO COLLECTION DURING OR AFTER TERMINATION OF THE AGREEMENT. TRANSFER OF THE STORE TO A NEW BUYER WILL NOT ALTER THIS AGREEMENT.
6. IN CASE OF TRANSFER OF THE BUSINESS TO THE BUYER, THE BUYER WILL NOTIFY KHASTO FOR AN INTRODUCTION OF THE NEW OWNER IF HE OR SHE WISHES TO CONTINUE TO SELL KHASTO PRODUCTS.
7. KHASTO WILL MAKE AVAILABLE PROMOTIONAL MATERIAL IN VARIOUS WAYS SUCH AS FILES ON GOOGLE DRIVE. THIS DATA REMAINS PROPERTY OF KHASTO AND ITS USE CAN BE DISCONTINUED OR ALTERED.



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ARTICLE 4 DELIVERY AND PAYMENT

COST OF TRANSPORT

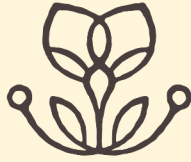
THE BUYER AGREES TO PAY THE COSTS OF TRANSPORT OF THE ORDER THAT IS PLACED FROM THE KHASTO MAIN OFFICE IN THE NETHERLANDS, PLUS POSSIBLE CUSTOMS DUTIES AND DOMESTIC TAXES CHARGED BY THE COUNTRY WHERE THE ORDER IS PLACED. ONLY IF THE BUYER IS LOCATED IN THE NETHERLANDS, V.A.T. OF 21% WILL BE CHARGED. PAYMENT

KHASTO WILL SEND THE BUYER AN INVOICE OF THE PRICE WHICH RESULTS FROM THE ORDER, PLUS POSSIBLE TRANSPORT COSTS (SEE ABOVE). IN THE CASE OF AN ORDER PLACED BY A BUYER WHO IS LOCATED OUTSIDE THE NETHERLANDS, IN GENERAL, 0 % V.A.T. WILL BE CHARGED. THE PRICE WILL BE IN EURO. THE PAYMENT CAN OCCUR ONLY IN THE MANNER AS INDICATED ON THE INVOICE. AS SOON AS THE ORDER HAS BEEN APPROVED, THE PRICE IN EURO WILL BE CALCULATED. ON REQUEST OF THE BUYER, KHASTO WILL SEND AN INVOICE BY E-MAIL. THE CUSTOMER GIVES THE ADDRESS WHERE THE INVOICE MUST BE SENT.

ARTICLE 5 LIABILITY

RESTRICTION OF LIABILITY: THE BUYER IS RESPONSIBLE FOR HIS CHOICE, CONSERVATION AND TREATMENT OF PRODUCTS. KHASTO IS NOT RESPONSIBLE FOR THE OBSERVANCE OF LAWS OR REGULATIONS IN THE COUNTRY WHERE THE PRODUCTS ARE PROVIDED. KHASTO IS ONLY RESPONSIBLE FOR SATISFYING TO DUTCH LAWS AND REGULATIONS CONCERNING THE PRODUCTS. IN ANY CASE THE LIABILITY OF KHASTO IS RESTRICTED TO THE LEAST OF THE FOLLOWING AMOUNTS: 1) DIRECT DAMAGE SUFFERED BY THE BUYER, OR 2) THE PRICE OF THE ORDER IRRESPECTIVE OF THE CAUSE OF THE LIABILITY.

KHASTO ONLY CAN REFUND OR ACCEPT LIABILITY WHEN THE RETAILER USES OUR PRICES AS SHOWN ON KHASTO.COM.



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ARTICLE 6 INVALIDITY - CIRCUMSTANCES BEYOND CONTROL - APPLICABLE LAW - COMPETENT COURT

IF A PART/PROVISION OF THESE TERMS OF AGREEMENT IS FOR ANY REASON INVALID, THEN THIS HAS NO CONSEQUENCE FOR THE VALIDITY OF THE OTHER PARTS/PROVISIONS. THE INVALID PROVISION WILL BE REPLACED BY THE ONE THAT IS MOST RELATED. KHASTO NOR THE BUYER CAN BE HELD RESPONSIBLE FOR THEIR OBLIGATIONS AS RESULT OF THE FOLLOWING CIRCUMSTANCES BEYOND THEIR CONTROL: WAR, INSURRECTION, EARTHQUAKES, DISCONTINUANCE OF TRANSPORT SYSTEMS, PROBLEMS CONCERNING THE EXPORT AND IMPORT, STRIKES, SHORTAGE OF PRODUCTS. THESE GENERAL CONDITIONS ARE GOVERNED EXCLUSIVELY BY DUTCH LAW. ALL PROCEDURES OR DISPUTES BETWEEN THE PARTIES WILL BE PRESENTED ONLY TO THE COMPETENT COURT IN THE NETHERLANDS, AFTER PARTIES HAVE MUTUALLY ATTEMPTED TO SETTLE THE DISPUTE IN DIALOGUE.