



KHASTO

WHOLESALE
GENERAL TERMS 2024-2025

www.khasto.com/b2b



KHAστο

GENERAL TERMS 2024-2025

THESE GENERAL CONDITIONS APPLY TO ALL WHOLESALE ORDERS (B2B) PLACED BY BUYERS WITH KHAστο (SELLER).

ARTICLE 1 PROVISIONS THAT GOVERN THE PURCHASE CONTRACT

A BINDING ACCEPTANCE OF THESE GENERAL CONDITIONS TAKES PLACE THE MOMENT THE BUYER HAS PLACED AN ORDER IN WRITING (AT [KHAστο.COM/B2B](https://khas.to.com/b2b), [KHAστο.COM/B2B-DIRECT](https://khas.to.com/b2b-direct), OR EMAIL). THESE TERMS OF AGREEMENT EXCLUSIVELY APPLY TO THE PURCHASE CONTRACT.

THERE IS A PURCHASE CONTRACT ONLY AFTER CONFIRMATION IN WRITING BY KHAστο (OR ITS APPOINTED AGENT). CONFIRMATION IS AT THE DISCRETION OF KHAστο, AND DEPENDENT ON WHETHER THE REQUIREMENTS, REGARDING MINIMUM ORDER QUANTITY, HAVE BEEN MET.

ARTICLE 2 GENERAL OBLIGATIONS OF KHAστο

THE OBLIGATIONS OF KHAστο ARE TO DELIVER THE PRODUCTS ORDERED BY THE BUYER TO THE ADDRESS GIVEN BY THE BUYER. KHAστο WILL MAKE AVAILABLE PROMOTIONAL MATERIAL (THIS DATA REMAINS PROPERTY OF KHAστο AND ITS USE CAN BE DISCONTINUED OR ALTERED), BARCODES (KHAστο STANDARD), AND INCLUDE THE BUYER ON THE STORE LOCATOR OF KHAστο'S WEBSITE.

KHAστο WILL REPLACE FAULTY PRODUCTS, OR ADD PRODUCTS THAT HAVE MISTAKENLY NOT BEEN DELIVERED. IF REPLACEMENT IS NOT POSSIBLE, KHAστο WILL REFUND THE BUYER TO THE AMOUNT OF THE ORDER THAT IS FAULTY / NOT DELIVERED.

FAULTY ARE FLAWS THAT DO NOT MATCH THE REASONABLE STANDARD OF NEW, HIGH QUALITY PRODUCTS (GENERAL NON-CONFORMITY). THE BUYER TAKES INTO CONSIDERATION THE HANDMADE NATURE AND NATURAL ORIGIN OF KHAστο PRODUCTS. THIS MEANS IT IS UNDERSTOOD BY THE BUYER THAT BLOCK PRINTED ITEMS OR VOILE HAVE (VERY SLIGHT) IRREGULARITIES. KHAστο GUARANTEES THAT THE PRODUCTS ARE OF A HIGH QUALITY AND DURABILITY, AND THAT THEY RECEIVED THE ATTENTION NECESSARY TO ENSURE THAT THEY ANSWER TO THE DESCRIPTION THAT IS GIVEN. NONE OTHER EXPLICIT OR IMPLICIT GUARANTEES CAN BE GIVEN. KHAστο IS NOT RESPONSIBLE FOR DAMAGE TO THE PRODUCTS WHICH CAN BE ATTRIBUTED TO A DECREASE OF THE PRODUCT OVER TIME.

DEFECTS ARE TO BE COMMUNICATED WITHIN 30 DAYS AFTER RECEPTION

INCOMPLETE OR WRONG SHIPMENTS ARE TO BE COMMUNICATED WITHIN 30 DAYS AFTER RECEPTION

THE B2B BUYER WILL HAVE GUARANTEE OF CONFORMITY UNTIL 2 YEARS AFTER B2B PURCHASE, WITH THE EXCEPTION OF WEAR AND TEAR DUE TO NORMAL USE.



KHA STO

GENERAL TERMS 2024-2025

ARTICLE 3 OBLIGATIONS OF THE BUYER

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 KHA STO TO THE BUYER, TAKES PLACE WHEN KHA STO DELIVERS THE PRODUCTS TO THE SHIPPING CARRIER. IF BUYER DOES NOT ARRANGE OR SPECIFY THE SHIPPING METHOD AND CARRIER, KHA STO WILL CHOOSE ONE.

CUSTOMER IS AWARE OF PERIODIC PRICE INCREASES, AND WILL COMPLY WITH UNIFORM PRICING OF KHA STO PRODUCTS AS DISPLAYED ONLINE ON WWW.KHA STO.COM (AND COMMUNICATED BY KHA STO): ALSO FOR EXISTING STOCK. THIS WAY, THERE WILL BE NO COMPETITION AMONGST KHA STO BUYERS. THIS MEANS THAT PRICE CHANGE ANNOUNCEMENTS WILL BE IMPLEMENTED BY BUYERS WITHIN 14 DAYS AFTER ANNOUNCEMENT, ON EVERY PLATFORM AND STORE OF THE BUYER. IT IS PERMITTED TO SET HIGHER PRICES THAN THE STANDARD COMMUNICATED BY KHA STO, BUT NOT LOWER.

DISCOUNTS CAN ONLY BE GIVEN FOR SPECIFIC CUSTOMERS (THROUGH A NEWSLETTER OR A PROMOTION CODE) IN A CLOSED ENVIRONMENT, AND NEVER IN GENERAL (THIS APPLIES TO BOTH ONLINE & IN YOUR PHYSICAL STORE). FOR INSTANCE, A NEWSLETTER TO SUBSCRIBERS IS FINE, BUT AN AD OR POST TOWARDS THE GENERAL PUBLIC IS NOT. THIS WILL SECURE A LEVEL PLAYING FIELD FOR ALL RETAIL B2B BUYERS, AND REFLECT THE BRAND IDENTITY OF CLEAR, HONEST, CONSISTENT PRICING. THIS ARTICLE STILL APPLIES IN CASE OF TERMINATION OR TRANSFER OF THE BUYER'S BUSINESS.

INTERNET SALES ARE PERMITTED ONLY ON THE WEBSITE OF THE BUYER'S STORE (NOT ON MARKET PLACES SUCH AS AMAZON). PHYSICAL SALES ARE PERMITTED ONLY IN THE BUYER'S PHYSICAL STORE.

BUYER MAINTAINS A REPRESENTATIVE, PREFERABLY EXCLUSIVE PART OF THE SHOP DEDICATED TO KHA STO PRODUCTS, THAT MATCHES THE QUALITY OF THE BRAND IN APPEARANCE.

BUYER WILL NOT COMPETE WITH SIMILAR THREE LAYERED VOILE PRODUCTS OR PRINTS, SUCH AS THE COTTON CASHMERE COLLECTION, OR DOUBLE LAYERED BLOCK PRINT COLLECTION DURING OR AFTER TERMINATION OF THE AGREEMENT. TRANSFER OF THE STORE TO A NEW BUYER WILL NOT ALTER THIS AGREEMENT.

IN CASE OF TRANSFER OF THE BUSINESS TO THE BUYER, THE BUYER WILL NOTIFY KHA STO FOR AN INTRODUCTION OF THE NEW OWNER, IF HE OR SHE WISHES TO CONTINUE TO SELL KHA STO PRODUCTS.



KHA STO

GENERAL TERMS 2024-2025

ARTICLE 4 DELIVERY AND PAYMENT

THE BUYER AGREES TO PAY THE COSTS OF TRANSPORT OF THE ORDER THAT IS PLACED FROM THE KHA STO MAIN OFFICE IN THE NETHERLANDS, PLUS POTENTIAL 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.

KHA STO WILL SEND THE BUYER AN INVOICE OF THE PRICE THAT RESULTS FROM THE ORDER. 50% WILL BE PAID BY CUSTOMER AFTER PLACING THE ORDER AND 50% WILL BE PAID BEFORE DELIVERY. POSSIBLE TRANSPORT COSTS ARE INCLUDED IN THE FINAL INVOICE.

IN THE CASE OF AN ORDER PLACED BY A BUYER 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 AND PERIOD INDICATED ON THE INVOICE. ON REQUEST OF THE BUYER, KHA STO WILL SEND AN INVOICE BY E-MAIL. THE CUSTOMER PROVIDES THE ADDRESS WHERE THE INVOICE MUST BE SENT.

ARTICLE 5 LIABILITY

RESTRICTION OF LIABILITY: THE BUYER IS RESPONSIBLE FOR HIS/HER CHOICE OF CONSERVATION AND TREATMENT OF PRODUCTS. KHA STO IS NOT RESPONSIBLE FOR THE SPECIFIC OBSERVANCE OF LAWS OR REGULATIONS IN THE COUNTRY WHERE THE PRODUCTS ARE PROVIDED. KHA STO IS ONLY RESPONSIBLE FOR SATISFYING DUTCH LAWS AND REGULATIONS CONCERNING PRODUCTS. IN ANY CASE, LIABILITY OF KHA STO 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. KHA STO ONLY CAN REFUND OR ACCEPT LIABILITY WHEN THE RETAILER USES OUR PRICES AS SHOWN ON KHA STO.COM.

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. KHA STO CANNOT BE HELD RESPONSIBLE FOR ITS OBLIGATIONS AS RESULT OF THE FOLLOWING CIRCUMSTANCES BEYOND ITS 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 ANY DISAGREEMENT IN DIALOGUE.