



**TERMS OF TRADE AND PURCHASE AGREEMENT ("Agreement")
SHIPPERS ARE HELD RESPONSIBLE FOR FAILURE TO COMPLY
Intrafashion Group AVEE**

(Hereinafter unless stated to the contrary referred to jointly and severally as Intrafashion Group)

Vendor's agreement to comply with all terms and conditions stated herein is a condition of doing business with Intrafashion Group. Unless otherwise expressly agreed in writing by Intrafashion Group, Vendor's acceptance of any purchase order shall be deemed an acceptance of these terms and conditions.

1. Each purchase order is subject to all terms and conditions printed thereon and to these terms and conditions.
2. After completion of enquiry procedures between Intrafashion Group and Vendor about the details of product and after satisfaction of quality, price and terms and conditions, Intrafashion Group shall release a Purchase order to Vendor as confirmation of purchase of the Merchandise. The Vendor must then send a proforma invoice to Intrafashion Group which should mention the kind and quantity of goods, their value, and other important information such as weight and the approximate volume of the Merchandise in Cubic Metres (CBM). In case of payment by Letter of Credit all necessary information should be stated on the Proforma Invoice.
3. All discount terms shall be computed from the date of receipt of goods; invoices dated the 25th or after, are considered as of the 1st of the following month. Due date shall be considered extended without loss of discount until invoice is received. Any offsetting claim of Intrafashion Group against Vendor shall be deducted by Intrafashion Group from the amount of the relevant purchase order either by adjusting the purchase price of the non-conforming Merchandise, or by refunding or by credit note issued by the Vendor.
4. All orders are void unless given in writing on Intrafashion Group's printed forms and approved by an authorized executive of Intrafashion Group.
5. Each order must be accepted according to the terms stated herein and therein and the stating of additional or different terms will be deemed to constitute a rejection of the relevant order. If no formal, express written notification is given Intrafashion Group within five (5) days after receipt of any order, or if shipment is made of any part thereof, it is understood that the terms and conditions herein and in the relevant order are satisfactory to and are accepted by Vendor. Performance of each order must be in accordance with its terms, dating and conditions, and there can be no changes or alterations unless in writing and signed by a duly authorized representative of Intrafashion Group. In addition to all other legal rights, Intrafashion Group reserves the right to cancel each order and/or to return at Vendor's expense, all or any part of the Merchandise in the event the Merchandise is defective, or not fit for the purpose intended, or sent in excess of the order or varying from the sample from which or specifications for which the order was placed or for failure to comply with Intrafashion Group's shipping or billing instruction or with any of the provisions of herein or in the order and to retain such of the Merchandise as is satisfactory. If, prior to shipment, there is any reduction in the Vendor's regular selling price for the Merchandise described in any order, the price specified in the relevant order will be reduced to the Vendor's regular selling price prevailing at the time of shipment for such Merchandise. Further, Intrafashion Group reserves the right to revoke or cancel any order at any time prior to delivery, should Intrafashion Group's requirements change. In the event Vendor has shipped Merchandise in accordance with delivery instructions specified in the relevant order and prior to such revocation or cancellation, when Intrafashion Group revokes or cancels the order it shall be responsible for reasonable transportation costs.
6. Prices should be quoted in Euros or U.S. Dollars, "VAT not included", including packing and packaging, Hangtags and Labels, Export Documents (invoice, packing list, AZO free test or other test report required such as Nickel release test report, Certificate of Origin/GSP or Form A/BL (sea) or AWB (airplane)), delivery at the port of shipment specified on the order form, plus loading costs, FOB in accordance with Incoterms® 2016. The price comprises all payments for the use of intellectual property rights, including those of third parties. The Vendor guarantees the unencumbered and undisturbed use of the sold goods. It shall indemnify Intrafashion Group against any claims from third parties in connection with this and shall intervene and take the place of

Intrafashion Group, without it or any other third party having a right of recourse against Intrafashion Group in any dispute that is brought before the court. With the exception of the use of justified exceptions, only metric units are used.

7. The order cost shall be binding on Vendor notwithstanding fluctuations in exchange rates or the monetary system of any currency.

8. Delivery date is considered the day the merchandise is handed over to the nominated Freight Forwarder/Transporter, custom cleared with all supporting shipping documentation ready. This date represents a handover date to the designated consolidator. It is NOT a departure date. The actual vessel sailing date is irrelevant. Time of delivery at Intrafashion Group's stores is of the essence and Intrafashion Group reserves the right to cancel all or any part of any order if Merchandise is not delivered on the date or dates specified therein, but acceptance in such cases shall in no way bind Intrafashion Group to accept further deliveries of any order. Any such Merchandise received after the date or dates specified on the order will be held subject to Intrafashion Group's right to reject or direct disposal of all or any part thereof. Acceptance of Merchandise after the date or dates specified for delivery shall not be construed as a waiver of Intrafashion Group's right to recover for late delivery. Cure of a non-conforming tender may be made only with the express written consent of Intrafashion Group. Risk of loss or damage shall pass to Intrafashion Group when the Merchandise sold thereunder arrives at the final destination indicated on the face of the purchase order, as applicable. All transportation costs resulting from deviation from [shipping instructions](#) and any other costs incurred by Intrafashion Group because of Vendor's non-compliance with the terms and conditions of this Agreement and/or any order shall be charged to Vendor's account. Acceptance of any Merchandise shipped after the last specified date of shipment shall be at Intrafashion Group's sole option and in its discretion and return of any Merchandise because of failure to deliver on time or to conform to the specifications of the order shall be at Vendor's expense and charged to Vendor's account. Any delay in finalising the receipt of a delivery due to a missing order number on the shipment forms or faulty identification of the delivered goods is payable by the Vendor. If Intrafashion Group elects to accept a shipment after the date cancelled, a penalty clause will be applied of 2% of the amount of the order, by operation of law and without requiring a notice of default, for each started week of delay. This amount is limited to a maximum of 10% of the amount of the order. If the Vendor agrees to ship the Merchandise by air so as to meet the expected arrival date at Intrafashion Group's Distribution Centre the difference in the amount of the transportation cost is charged to Vendor.

In case of a delay in excess of 4 weeks Intrafashion Group is entitled to declare the order null and void without any cost being charged for this. The statutory cases of force majeure are considered to be reasons to suspend the agreement if they make the execution of the order impossible and in so far the supplier notified them in writing to Intrafashion Group within 3 days. If the supplier repeatedly remains in default due to late deliveries, Intrafashion Group, after giving notice of default to the supplier shall not only take the necessary measures to ensure the company is able to continue working in optimum conditions but will also be entitled to recover any costs arising from this from the supplier.

9. Vendor expressly warrants that the Merchandise to be delivered under each purchase order will conform to the sample from which or specifications for which the order was placed and will be of the best material and workmanship, free from defects or matter injurious to persons or property and merchantable and fit for the use and purpose for which they are intended. In the event Vendor breaches this warranty, Intrafashion Group shall be entitled to, in addition to any other remedies, in its sole discretion and without any liability to Vendor:

- cancel the relevant order without notice;
 - reject shipments;
 - insist upon Vendor's performance under the relevant order and offset the order cost by any actual or reasonably estimated losses incurred by Intrafashion Group;
 - withhold any payments due to Vendor;
 - recover any and all actual damages, including but not limited to actual or reasonably estimated loss of profits or sales and costs to cover attorney's fees, costs associated with recalling the goods and any penalties or liquidated damages assessed by or paid to the customs authorities of the importing country; and/or
 - offset any amounts due Vendor by any actual or estimated loss incurred by Intrafashion Group.
- Remedies of Intrafashion Group herein shall not be exclusive but shall be accumulative of any other remedy of Intrafashion Group herein or under any relevant statute or law.

10. Intrafashion Group shall be under no duty to inspect goods before resale, repackaging or culling up for purchase and resale shall not be considered an acceptance of the goods so as to bar Intrafashion Group's right to reject them. Complaints, notice of defects in Merchandise or notice of any other breach will be considered made within a reasonable time if made a reasonable time after notification is given Intrafashion Group of such

defects or other breach by Intrafashion Group's customers. The return of such defective Merchandise shall not relieve Vendor from liability for failing to ship satisfactory Merchandise under the relevant order. Failure of Intrafashion Group to state a particular defect upon rejection shall not preclude Intrafashion Group from relying on unstated defects to justify rejection or establish breach.

11. Intrafashion Group reserves the right to return at Vendor's expense any Merchandise and cancel this Agreement where a claim is made that the sale by Intrafashion Group infringes any alleged patent, design, trade name, trademark or copyrights. Vendor agrees to indemnify Intrafashion Group and hold it harmless for and against any and all liability, loss, cost, injury, damage and/or expense, including costs and counsel fees and costs associated with recalling the goods, by reason of any design, patent, trade name, trademark, copyright or unfair competition litigation now existing or hereafter commenced with respect to any or all products, goods, materials, services or other items covered by any order.

12. Vendor agrees to defend, indemnify and save Intrafashion Group harmless from all liability, claims, suits and actions which may be made or brought against it by virtue of claims or demands of any kind which any purchaser of such merchandise from Intrafashion Group or any other person may make against Intrafashion Group arising from the sale or use of such merchandise or from any defects in the quality of such merchandise or the dangerous conditions thereof, and agrees to pay any judgment against and assume any liability or expense of Intrafashion Group in connection with any such claim. Vendor shall procure and maintain adequate products liability insurance and commercial general liability insurance (including personal and advertising injury) with a contractual liability endorsement covering Vendor's indemnity obligation under this Agreement and shall furnish to Intrafashion Group certificates thereof in connection with each order prior to shipment. Such policies shall name Intrafashion Group as an additional insured thereunder.

13. Vendor, by accepting any order, represents and warrants and guarantees that all applicable provisions of relevant local, foreign, domestic and other laws, ordinances, codes and regulations have been and will be complied with, including but not limited to any wage and hour, health and safety, product safety, child labour and all other labour laws, price discrimination laws, those relating to standards for weights, measures, sizes, quantities and ingredients, trademark, copyright, patent, unfair competition and all other intellectual property laws, all customs laws and all country of origin requirements set forth therein and any similar laws, and that the prices and other terms and conditions of sale and the terms on which all promotional and advertising matter are furnished by Vendor to Intrafashion Group comply with all such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, but as examples, Vendor represents, warrants and guarantees and Vendor agrees to provide Intrafashion Group with a signed guaranty in the form, if any, prescribed by the respective Acts as part of Vendor's invoice before payment without loss of discount is required to be made under the terms of this order, that the weights, measures, sizes, legends, words, particulars or descriptions, if any, stamped, printed or otherwise attached to the Merchandise or containers or referring to the Merchandise delivered are true and correct and comply with law, the Merchandise delivered pursuant to each order conforms and complies with the applicable provisions of the Regulation (EU) No. 1007/2011 of the European Parliament and the Council of 27 September 2011 on textile fibre names and related labelling and marking of the fibre composition of textile products (Official Journal L 272, 18.10.2011, p.1) ,Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC, Commission Directive 2002/61/EC and Oeko Tex, REACH Entry no 43, Commission Directive 1991/338/EC, REACH Entry no 23, Commission Directive 2005/84/EC, Commission Directive 1994/27/EC, REACH Entry no 27, Commission Directive 2007/3/EC, Commission Directive 96/74/EC, Commission Decision 2009/251/EC, the Merchandise sold and the terms and conditions of sale conform with applicable Federal Trade Commission trade practice rules, if any, the Merchandise sold complies with applicable labelling and invoicing laws, if any, and all advertising matter furnished by Vendor to Intrafashion Group complies with law. Vendor agrees to reimburse Intrafashion Group against all losses, expenses and damages arising from violation or alleged violation of law. Intrafashion Group reserves the right to return any portion of each shipment or the entire shipment to the Vendor at the Vendor's expense whenever any of the terms or conditions herein or in any order are violated or not fully complied with.

14. Vendor and suppliers to Vendor must manufacture products in compliance with all applicable local, foreign, domestic and other laws and regulations, including environmental and safety laws and regulations. Only components and products which do not contain parts of any animals currently listed as endangered or protected, or which are not otherwise prohibited by any relevant local, foreign, domestic and other law or regulation, may be used in the manufacturing process.

15. Vendor and its suppliers are required to meet the following standards and conditions of employment: employees must be 15 years of age or older, unless local minimum age law stipulates a higher age for work

or mandatory schooling, in which case the higher age would apply. Manufacturing workers must be voluntarily employed and cannot be prisoners or any other kind of forced labour; corporal punishment or any other kind of mental or physical coercion may not be used on manufacturing workers; hiring decisions must be based on the prospective employee's ability to do the job and may not be based on race, religion, gender, age, sexual orientation, disability, nationality, political opinion or union membership; national laws regarding minimum wage, overtime, hour and benefit laws must be complied with; employees must be furnished with safe and healthy working conditions in compliance with local laws; behaviour, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative will not be permitted.

16. Vendor shall not take any action directly or indirectly, that would constitute a violation of any applicable anti-bribery laws or regulations. Vendor represents and warrants that unless disclosed to Intrafashion Group in a separate written statement, neither Vendor nor any of its officers, directors, employees, agents, shareholders or owners ("Affiliated Persons") are government officials nor have they been in the last five years. If at any time, Vendor and/or any Affiliated Person is named, appointed, or otherwise becomes a government official, Vendor will notify Intrafashion Group in writing within seven (7) business days. Vendor represents and warrants that it has not been convicted of, pleaded guilty to, or charged with any offence involving fraud, corruption or bribery in any jurisdiction or country. At its sole discretion, upon notification to Vendor, Intrafashion Group may terminate this Agreement effective immediately if: Intrafashion Group makes a good faith determination that Vendor and/or any Affiliated Person has breached the representations and warranties in this Agreement and/or otherwise has committed a violation of any applicable anti-bribery laws; or Vendor and/or any Affiliated Person has been named, appointed, or otherwise becomes a Government Official. In the event that Vendor breaches its obligations hereunder, Vendor shall indemnify and hold harmless Intrafashion Group against any and all claims, losses, damages, penalties or fines related to such breach.

17. Vendor shall pay and assume any and all taxes, fees, imposts, or stamps required by law by virtue of the sale of Merchandise to Intrafashion Group, including payment of all sums on account of Unemployment or other Social insurance.

18. Inclusion herein of express warranties and representations by Vendor shall not be deemed a waiver of such other warranties as may be implied in law or fact or provided for by any local, foreign, domestic and other law, statute or regulation. Any warranties, express or implied, shall survive inspections, acceptance and payment by Intrafashion Group and Intrafashion Group's customers. No amendment, modification or waiver of any of the terms and conditions of this Agreement or any order shall be effective unless in writing and signed by an officer of Intrafashion Group. No waiver of any breach or of any terms or conditions of this Agreement or any order shall be construed a waiver of any subsequent breach of that term or condition or other term or condition of same or different nature of this or any other order or agreement.

19. Discontinuance of or substantial interference with Intrafashion Group's business in whole or in part, by reason of fire, flood, earthquake, unusually severe weather, tempest, labour dispute including but not limited to strikes, war, act of God, embargo, civil commotion, or governmental regulation or other cause beyond Intrafashion Group's control will give it the option of cancelling all or any part of undelivered orders or unfilled parts thereof.

20. Each order, and any right or obligation thereunder, is not assignable without the written consent of Intrafashion Group, nor shall Intrafashion Group be under any obligation to recognize any assignment of monies payable thereunder, nor of any rights in the Merchandise ordered therein, nor of any other rights arising thereunder, or to pay any monies or deliver or return any Merchandise ordered thereunder to any assignee without like consent.

21. Each order and the agreement arising there-from shall be construed according to the laws of Greece and European Union.

22. All shipments of orders must be in strict compliance with Intrafashion Group's published [Shipping Instructions](#). Any shipments not in compliance will be subject to handling fees and cost reimbursements via charge-backs to the Vendor's account. Intrafashion Group should be notified two weeks prior to the final delivery date to arrange delivery of Merchandise to the nominated Transporter. The final volume of the shipment should be informed to Intrafashion Group along with the delivery date notification.

23. Vendor hereby confirms receipt and understanding of Intrafashion Group's [Code of Conduct](#) and agrees that protecting workplace human rights is of the utmost importance. Vendor shall strictly comply with the Code of Conduct and shall ensure that all Merchandise purchased by Intrafashion Group is manufactured and produced by factories/manufacturers that are in compliance therewith. Vendor shall audit all factories from which Merchandise is purchased pursuant to this Agreement for compliance at least once per year and shall keep detailed reports of such audits which shall be delivered to Intrafashion Group upon demand. Vendor shall

immediately notify Intrafashion Group upon learning of any derivation or violation of the Code of Conduct. Failure to completely honour and follow the terms and requirements of this Section is cause for immediate termination of this Agreement and any outstanding orders without any further notice whatsoever.

24. Vendor shall not sell, transfer or otherwise dispose of any second quality Merchandise, overruns, unused or rejected goods without Intrafashion Group's express written agreement.

25. If any term herein or in any order is found to be unenforceable for any reason, all other terms shall remain in full force and effect.

26. All drawings and technical records with regard to products or the production made available by Intrafashion Group to the Vendor before or after reaching the agreement remain the property of Intrafashion Group. The drawings, technical records or other technical information received by the supplier may not, without Intrafashion Group's consent, be used for any other purpose than the manufacturing of the product. This information may not be applied otherwise or photocopied, reproduced, submitted or notified to a third party without Intrafashion Group's explicit permission. The supplier shall never, or of its own accord, and without Intrafashion Group's prior consent make changes to the technical specifications of the products.

27. Every delivery to the Intrafashion Group Distribution Centre must be accompanied by the following documents:

- Commercial Invoice. The Invoice should have the following details:
 - Name and address or Intrafashion Group AVEE
 - Country of Origin
 - Delivery Address
 - Unit Price quantity
 - PO Number
 - Invoice value (including VAT where applicable)
 - Delivery Terms
 - Currency
 - Payment Terms
 - Fibre or Material Composition
 - Full customs description
 - Total number of cartons
 - Item / Style number
 - Gross / Net weight
 - Customs Tariff Number (HTS Code)
 - Stamped and signed
- Packing list. Failure to provide a packing list will result in a charge-back. The Packing list should be attached to carton and handed in by the driver on arrival and should have the following details:
 - Consignee
 - PO Quantity
 - Product Description
 - Total Cartons
 - Quantity breakdown by carton
 - SKU / Style number
 - Gross / Net Weight
- Azo Free Certificate - Test report (or Nickel Release Test Report in case of metallic accessories)
- Certificate of Origin
- GSP (Generalized System of Preferences) Certificate of Origin Form A (where applicable)
- Bill of Lading/Airway Bill

In case of payment by Letter of Credit, all Prototype Documents should be forwarded by the Vendor to the advising bank so as to be posted to the issuing bank on behalf of the beneficiary and a set of scanned copies should be sent to Intrafashion Group Purchase Department.

In case of payment by Telegraphic (Wire) Transfer, all Prototype Documents should be sent by Courier to Intrafashion Group Purchase Department duly stamped and signed. If the Merchandise is transported by air, the Prototype Documents (airway bill, commercial invoice and packing list) should be sent along with the shipment by the same plane.

28. Intrafashion Group can accept to purchase a maximum of 5% over/short on individual purchase orders, providing that the information of the overage/shortage -and the relevant merchandise in case of overage- is made available to Intrafashion Group before or at the same time as the main shipment and proportional style/ colour/size ratios are maintained. If a short shipment of more than 5% is anticipated, the Vendor must inform the appropriate Intrafashion Group Purchase Department. No split shipments of purchase orders will be allowed

without approval from this Department.

Note: Vendor requires special authorization to ship foregoing goods to us as per our [Purchase Policies](#). To the extent that Vendor has produced goods over and above this allowance, they must advise Intrafashion Group, in which case, Intrafashion Group may elect to negotiate the sale. Under no circumstances, however, Intrafashion Group is obligated to accept such overage. For any short shipment greater than 5%, Intrafashion Group reserves the right to raise a short shipment discount. If the short shipment percentage is high or out of ratio, the order could be subject to a cancellation. For any split shipment, Intrafashion Group reserves the right to initiate a split shipment penalty and to charge-back any additional expenses and costs incurred for processing multiple shipments.