

## GENERAL SALES CONDITIONS (ATTACHEMENT)– TOPTEx GROUP NORTHERN EUROPE

All our prices are excluding VAT of 21% and in Euro. Valid until further notice.

Our office is open Monday to Thursday from 9.00 to 12.30 and from 13.00 to 17.00 local time. On Fridays from 9.00 to 12.00 and from 13.00 to 16.00 local time. Pickup of the goods and access to our showroom: on Wednesdays and Thursdays from 9.00 to 12.00 local time. On Fridays from 8.30 to 11.30 local time. Presentations of our collections and news can be fixed only on appointment.

Orders placed before 12.00 (UTC+1) and in stock in our TOPTEx Group warehouse in Belgium will be delivered within 72-96 hours in United Kingdom and Republic of Ireland (delivery terms given for information).

Shipping costs for one order (without the available backorder(s) included):

### To Great Britain (England, Scotland and Wales)

-Custom fees (export) : € 3.30 per box (orders or backorders)

-Transportation costs (incoterm DAP 20) :

Via web shop:

By e-mail:

€ 0-439.99= € 14 per box

€ 0-879.99= € 14 per box

+€ 440 = Free freight

+€ 880 = Free freight

DUTIES on textiles (not invoiced by TopTex) depend on the country of origin. Some are 6%, some are 12%, some are duty free (please see HS code list).

### To Republic of Ireland

-Transportation costs :

Via web shop:

By e-mail:

€ 0-439.99= € 31.40 per box

€ 0-1279.99= € 31.40 per box

+€ 880 = Free freight

+€ 1280 = Free freight

### Extra shipping costs:

For delivery on the British Isles (England, Wales and Scotland) and to Northern Ireland : € 49 per box.

For delivery on the Irish isles: € 38,50 per box

For express or other countries: please contact us or consult our website.

For any other destination, please contact us.

**Every order will be processed separately. In other words: 1 order = 1 shipment. Every addition to your current order will be processed as a new order, thereby potentially adding shipping costs.**

All goods remain the property of TOPTEx Group as long as they are not entirely paid up.

Samples are processed as a normal order and cannot be returned.

**Individually wrapped items, packs and full cartons can only be returned in their original state.**

Without any news from the customer, backorders will be kept for 3 months, beyond which period they will be sent free of charge (to the initial delivery address). **The value of backorders doesn't add up to new orders.** Delivery times are indications and can be changed without any notice.

We strongly recommend checking the received goods upon arrival. Differences (in size, color, product, quantities....) should be reported within eight days after delivery. Complaints regarding irregularities noted after transformation of the goods or more than 8 days after delivery will be rejected.

In case of cancellations or returns (even if only part of the initial order is concerned) -after order confirmation- the following **administrative costs** will be calculated:

Return within 7 days after shipment : **10%** of the value of the goods with a minimum of € 15

Return within 14 days after shipment : **15%** of the value of the goods with a minimum of € 20

Return within 30 days after shipment : **20%** of the value of the goods with a minimum of € 25

Return within >30 days with a maximum of 60 days after shipment : **25%** of the value of the goods with a minimum of € 30.

Transportation costs and all taxes or fees (import, export, textile, ...) are for the customer.

TOPTEx can't organize the transportation.

In any case TopTex has to approve the return before you may send anything back to us. All demands for returns have to be introduced via the website in the AFTER SALES SERVICE tab. Along with the return shipment please enclose the document 'return agreement'.

If the return does not meet requirements we will not accept the return and the received goods will not be credited. This is also valid for any articles that are not included on the return form. The return needs to be sent back in a neutral packaging which comes from us or our suppliers (so no packaging of our competitors or other brands or printed boxes).

### The following cannot be exchanged nor returned:

-Personalised items.

-Samples, underwear, opened packages/cartons.

-Individually wrapped items, packs and cartons without the original packaging.

- Products from the closeout sales.
- Products that will be removed or modified by our suppliers.

Products, sizes, colors that are not followed by TOPTEx Group and therefore not to be found in our catalog or on our website can still be ordered separately. Please ask your account manager for the exact conditions. Note that once these are ordered you cannot cancel or exchange them.

### **DELIVERY TIMES - FORCE MAJEURE - UNFORESEEABLE EVENTS**

Upon the occurrence of one of the elements indicated below or any other case of force majeure, we reserve the right to suspend the execution of orders in whole or in part until said event has ceased to have effect or to cancel orders not yet delivered, without compensation.

- Strikes in any form affecting us, our carriers or our suppliers.
- Fire, flood, lightning, attack, terrorist act, war, epidemic, riot, popular movement.
- Stoppage or reduction of our supplies of energy or raw materials.

### **Images**

Images provided by TopTex in 2024 are only to be used in 2024 until the 31st December 2024.

Any use of images which can no longer be found in our photo library after the 31st December 2023 may be considered copyright infringement by the copyright holders, and could be grounds for prosecution.

The use of these images falls under the sole responsibility of the User. Under no circumstances can TopTex be held responsible for any breaches caused by third party Users.

For any further information relating to the Terms & Conditions that apply to the TopTex photo library, please address your queries to [marketing@toptex.fr](mailto:marketing@toptex.fr)

### **DATA PROTECTION**

Please read our Privacy Policy which is set out in this section.

TopTex is fully committed to fulfilling its obligations under the GDPR and any other applicable legislation that sets out the principles to be followed by those who process personal data and gives rights to those whose personal data is processed. TopTex is committed to being transparent about how it collects and uses personal data and to meeting its data protection obligations.

This policy defines how TopTex processes the Personal Data of its customers, suppliers and other third parties.

The data controller of your personal data is TOP TEX GROUP. Its registered office is at Rue de la communauté urbaine du centre, 1 - 7110 Houdeng-Goegnies - Belgium and its business number is BE0459.561.848

If you have any questions regarding the protection of personal data, please send us an email to the following address: [customerservice@toptex.be](mailto:customerservice@toptex.be)

In the course of our activities, we must process the following personal data: surname, first name, postal address, email address, password, telephone, bank details, etc.

Your data is only kept for the time necessary to achieve the purposes for which the data is processed. At the end of this period, the data is deleted, subject to the application of other laws in force. In particular, we keep the data three years after the end of the business relationship with the customer.

Our company processes personal data for the following purposes: the proper management of relations with customers and suppliers, the processing of orders, tracking deliveries, and loyalty and commercial prospecting actions.

The data collected in this context is not used for any other purpose.

The most common reasons we rely on to justify our lawful and fair processing of customer and third party data are as follows:

- The processing is necessary for the performance of a contract with the Data Subject or to take pre-contractual measures at the request of the Data Subject. This includes, for example, when we process a customer's Personal Data in order to provide a quote for our services;
- We have a legitimate interest in carrying out the processing. This is conditional on the processing not affecting the interests or fundamental rights and freedoms of Data Subjects. Our legitimate interests are generally linked to our business objectives;
- The processing is necessary to meet our legal compliance obligations. This includes, for example, keeping appropriate accounting records.

In accordance with the above, and except where it is necessary to communicate personal data to companies whose intervention as third party service providers on behalf and under the control of the data controller is required for the above-mentioned purposes, our company will not transmit the personal data collected in this context, or sell, rent or trade it with any organisation or entity, unless you have been informed in advance and have given your explicit consent or unless required by law, for example in legal proceedings.

As far as possible, our company has developed security and organisational procedures to prevent any unauthorised access to the personal data collected in this context. These procedures concern both the collection and storage of this data.

These procedures also apply to all subcontractors used by our company.

You have the right to consult and have your data rectified if it is inaccurate. You also have the right to be forgotten, to portability of your data and to object to its processing, as well as the right to refuse to be profiled and the right to be notified in the event of security breaches.

To exercise your rights, you can contact the data controller at the following email address: [customerservice@toptex.be](mailto:customerservice@toptex.be)

In the event of a problem that we cannot solve together, you can file a complaint about the processing of personal data with the Data Protection Authority:

Autorité de Protection de données - Rue de la Presse 35 - 1000 Bruxelles - Belgium - +32 (0)2 274 48 00 - +32 (0)2 274 48 35  
[contact@apd-qba.be](mailto:contact@apd-qba.be)

We reserve the right to change this Policy at any time without notice. Please check the TopTex website regularly for the latest version of this Policy.