

## **Rovitex General Wholesale Contract Terms 2.1**

The current General Contract Terms states the usual conditions for sales at wholesale price between Rovitex and its retailers. The General Contract Terms will most of all be published at the website of the company. Rovitex retains the right to change its General Contract Terms without previous notice.

### ***Business area***

Rovitex Group – as hometextile wholesaler – is present in many, most of all European country. The wholesale centre of the company is in Hungary, Pécs.

### ***Product categories***

Rovitex trades with the following product groups:

- hometextile goods sold in meter (metric items)
- confectioned hometextile goods
- home decoration piece items: ready made curtains, table cloths, carpets, cushions, blankets, decorations (most of all from textile)
- curtain rods and other curtain accessories (e.g. curtain tapes, etc.)
- frottier bathroom home textiles: bathrobes, towels, bathmats, etc.
- wallpaper
- other window items, shading.

Rovitex retains the right to stop trading with any of its product categories at any time, or to start trading with new categories. He might inform his retailer partners through the sales representatives or directly by mail, but he does not oblige himself to do so.

Use of the brands, brand names, registered trade marks, registered graphical presentation of the goods traded by Rovitex is strictly bound to a previous, written consent from Rovitex. Point of Sales advertisement materials (posters, catalogues, boards, other POS materials) prepared by Rovitex are exception from this when placed in the shop of the retailer: in this case a verbal consent from the sales representative of Rovitex is sufficient as authorization for placement of these materials.

### ***Brand name***

Rovitex, Galant Gardinen and Gardénia brand names are registered trademarks, and they are properties of the Supplier (Rovitex). Their unrightful use will have legal consequences.

### ***Business contacts***

- sales department (sales representatives, key account management)
- customer service colleagues
- reatil unit / Horeca unit leader

## ***Cutting program***

Rovitex operates a cutting program from the fabrics he determines. He promotes sales of these fabrics also by preparing sample hangers from these, and retailers can order them – usually for half of the cost price – in order to display them in their own shop.

## ***Quantity, handling and guarantee conditions of the goods***

In case of metric items we guarantee exemption from weaving defects according to international tolerance range standards, i.e 3 error sign / 10 m is accepted. This is usually indicated, and – depending on the defect – producer grants an extra quantity of 10-30 cm / roll. In case of the net quantity this allowance is already deducted, and also invoiced so. We guarantee fabrics free from fibre distortion at the width with an error of 1,5%.

In his cutting program Rovitex undertakes to send accept orders for fabrics cut to measure, free from weaving or fibre defect, with applying a cutting surcharge. In case of the cut fabrics we can guarantee the length with an error of 1,5% (measurement is done at room temperature, on fabrics laid on a table, in their original production state i.e. not washed or ironed).

In case of metric items sold in rolls the length of the roll is usually 30 m, and a +/- 15% is the usually accepted allowance (with exceptions, e.g. fabrics with embroidery). Our customer service department can provide information upon request to the retailer about the rolls on stock with a length closest to the need of the retailer (which data is counted with a +/- 15 % allowance, where measurement is done as in case of cut fabrics). In case of larger rolls a so called „rolls halving” is done and in such cases we undertake to sell also half rolls.

Rovitex takes back defective metric item rolls only in their original state, not cut or confectioned. In case of fabrics sold in the cutting program claims are only accepted within 24 hours from reception.

In case of claims Rovitex charges a 3.000 HUF (15 Eur net) fee for quality inspection, and payment of this fee is due before the quality control. In case of a rightful claim, Rovitex repays the quality inspection fee to the retailer.

Handling instructions are indicated with international pictograms on the goods sold by Rovitex. We can not accept responsibility for handling not respecting the instructions. Curtains can only be pulled or weighted onyl with a weight which will not cause elongation or rapture. Not respecting these rules will result in loss of guarantee.

Rovitex accepts a claim for the goods only if the invoice (or a copy of it) is presented to him.

## ***Rules of return goods***

For the request of the retailer, only with regard to individual and acknowledged conditions, Rovitex might re-purchase the goods (except from cut fabrics) in their original state, when free from default and still in the running collection, with the approval of the sales manager, and charging a 10% handling fee (service fee). Rovitex accepts a return good request only if the invoice (or a copy of it) is presented to him. Our customer service department will make an invoice within 15 days from receiving the return goods and send it to you.

## ***Taking orders***

Rovitex accepts orders for goods in the following ways: in e-mail, fax, through its sales

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7631 Pécs, Csikor K. u. 26.  
Tel.: +36-72-547-100  
Fax: +36-72-547-101  
e-mail: [rovitex@rovitex.hu](mailto:rovitex@rovitex.hu)

[www.rovitex.hu](http://www.rovitex.hu)

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representatives, by telephone at the customer service. In case of orders placed verbally we can not accept a claim for wrong delivery. Rovitex sends a written order confirmation about all of its orders usually within 2 hours, but latest within 1 working day (except for orders placed at the sales representatives or sales colleagues, in which case we can not guarantee a deadline for order confirmation and delivery). Therefore we kindly ask all of our retailers to give their e-mail address at the customer service department when placing a verbal order, so that we can send the confirmation there. Our customer service department can provide information upon request about the warehouse availability of the goods our customers wish to order.

In the confirmation we indicate if any good ordered is not on stock. We also provide information about the expected arrival of the missing items, but we can not take responsibility for correctness of this information. In case of items out of stock our customer service department might offer a substitute good, but this will not automatically become an order: in case the retailer accepts this, he will have to separately confirm its acceptance.

Items ordered but out of warehouse stock (therefore not deliverable immediately) are put on a reservation list, and will deliver them immediately after their reception. In such case retailer can cancel his order until reception of these goods. Rovitex will cancel orders older than 12 weeks, after preliminary agreement with the retailer. An order might also be cancelled in case we stop trading with the specific good in the meantime.

### ***Prices***

Rovitex retains the right to change its prices at any time without previous notice. Rovitex will make price or combined price-marketing promotions, and in such cases the promoted goods can be purchased at the announced promotion price until the end of the promotion or until stocks last.

### ***Payment terms and discounts***

For new customers we offer advance payment or cash (collect) payment terms. Individual orders below net 20.000 HUF (80 EUR) can only be done with cash (collect) payment. In case of orders from the cutting programs of Rovitex, Galant Gardinen and Gardénia the goods will be sent by „collect money” under the order value of 50.000 Ft + VAT.

Delayed payment is granted to our customers upon individual evaluation, based on his payment accuracy and external credibility evaluation, up to the individual credit limit of the customer, for 8-30 days. Rovitex retains the right to change payment terms, even without previous notice. In case an acceptable guarantee is offered (e.g. mortgage or bank guarantee) Rovitex will give possibility to delayed payment also regardless of the individual credit limit.

Promotions, actions and discounts of Rovitex can not be combined, unless it is explicitly announced so for the given promotion. Further discount can not be granted from promotional prices. In case more promotions would apply for an order, the retailer can choose the offer most beneficial for him, but he will have to inform our customer service department about it. In case the retailer does not indicate this, Rovitex retains the right to choose from the discounts applicable.

Rovitex remains owner of the goods until their value is fully paid by the retailer, and as a consequence the retailer becomes owner of the goods only after he has fully paid their value to Rovitex.

## ***Delivery method and costs***

Delivery deadline: orders are usually fulfilled by Rovitex with a 5 working days delivery period, for own warehoused goods. In case delivery time is longer than for an item, this will be indicated in the order confirmation towards our Partner, and it will be pre-agreed with him.

A szállítási költségek megrendelésenként: 25.000 Ft + áfa összegtől a szállítási és az esetleges utánvétel kezelés költséget átvállaljuk, míg ez alatt 1.190 Ft + Áfa szállítási költség kerül felszámolásra. A mintasál-rendeléseknél ez az összeghatár 15.000 Ft+áfa. Egyben leadott de külön kiszállított megrendelések esetében amennyiben a külön szállítás a vevő külön kérésére történik, úgy azt külön megrendelésként kezeljük szállítási költség szempontjából.

Mixed orders of rolls and cutting program items will be handled as separate orders due to their different delivery deadlines. However, for the request of the customer we can treat it as one order with delivery deadline valid according to the general rule, and in this case customer can avoid paying double delivery fee.

## ***Other services***

On top of the above, Rovitex will provide individual services based on a separate agreement, for a pre-agreed fee (e.g. calculating fabrics request, preparing cutting pattern, sewing projects).

Pécs, 2012. March 1.