

General Terms and Conditions of Sale and Delivery



1. General

The present terms and conditions apply to all offers, deliveries and services. The seller contracts only on the basis of the present document. Other specific agreements must be in writing to be effective. Other conditions of the buyer are not binding for us even if we do not specifically contest them.

The seller referred in this document is Couro Azul - Indústria e Comércio de Couros, S.A.

2. Offers and Orders

Offers do not represent any kind of obligation to the seller and may change. Orders are binding after written confirmation of the acceptance by the seller.

3. Delivery

Delivery shall take place ex-works of the seller, in accordance with Incoterms 2010. The seller shall be liable for all damage to the leather and for all expenses incurred as a consequence of improper packing and for any rust attributable to inadequate or improper protective measures regard to packing.

Delivery dates are always approximations and are not binding to the seller unless explicit agreement by writing. In case of specific dates are agreed by both parties, the seller is not responsible for delivery and service delays due to acts of God or extraordinary circumstances such as war or warlike events, unrest, strike, import or export bans, traffic obstructions, governmental ordinances, lack of raw materials and means of transport, fire, epidemics, etc. Also if these occur with suppliers of the seller, the seller is entitled to withdraw from the contract in part or in whole, without the buyer having a claim arising from this to compensation for damages or a claim to replacement delivery.

Buyer obligation to purchase goods is limited to 4 weeks of finished goods for the delivery item according to last forecast planning and 4 more weeks for raw materials / components until leather crust state.

The seller is entitled at any time to carry out partial deliveries.

4. Notices of Defect

The seller will consider complaints only if they are submitted in writing form within 3 days of receipt of goods.

The seller does not accept complaints once the leather provided has been cut by the buyer.

The seller does not accept notices of defect of already processed leather products.

The non-conforming goods are owned by the seller until all claims are fulfill. Any resale or processing of those goods is forbidden and shall void the warranty and damage claims, unless written authorization specifies the opposite.

5. Payments

The payment terms and method are specified in the invoice. If they are not in the invoice the default terms are 30 days and the method of payment is bank transfer.

If any cost related with money transfer exist, should be paid by the buyer.

If the buyer is in default of payment for any invoice, if the seller receives unfavorable information about the financial capability and stability of the buyer, or the credit conditions of the buyer change, the seller is entitled to withdraw from all agreements and obligations.

All legal and other costs resulting from the delay of payment shall be at the expense of the buyer.

6. Reservation of Title

The goods are owned by the seller until all amounts due by the buyer to the seller within the business relationship have been paid in full.

If the buyer sells or processes the goods with other goods not owned by the seller, then the seller acquires co-ownership of the processed goods in proportion of the value of the reserved goods relative to the other goods processed at the time of processing.

7. Place of jurisdiction / Applicable law

All disputes arising out of or in connection with this contract, shall be finally settled by arbitration according to the Rules of Arbitration of the Commercial Arbitration Center of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Center), by one or more arbitrator(s) appointed in accordance with the Rules.

The place of arbitration shall be Lisbon.

The language of the arbitration shall be English.