

# Conditions of cooperation with business partners.

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(company name)  
.....  
(VAT number)  
.....  
(address)  
.....  
(phone number)  
.....  
(e-mail address)  
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(website address)  
.....

Referred to as **Trade Buyer** in the contract

**Beliani (DE) GmbH**  
CHE115.695.894  
Haldenstrasse 5  
6340 Baar, Switzerland

Referred to as **Seller** in the contract

## Definitions

1. **Seller** - Beliani Company
2. **Trade Buyer** - a company taking part in a transaction
3. **Buyer** - Trade Buyer's client
4. **Provider** - a courier company

# General provisions

1. The Trade Buyer is required to have a registered business.
2. The price of the product offered by the Buyer cannot be lower than the price on the official Beliani website.
3. After signing the 'Conditions of cooperation with Business Partners', you will receive a unique discount code, which must be entered each time you place an order. The code will be valid for 12 months. Sharing this code with third parties is prohibited. To obtain a 10% discount, you must first place orders with a total value of 5000 EUR. The discount code must be added to each order. Please contact us once you have reached this turnover in order to activate the discount.
4. The discount will increase if you exceed the following thresholds within one year:
  - above 100,000.00 EUR- 12.5%
  - Over 300,000.00 EUR- 15%

# Deliveries and payments

1. Information about the dispatch of goods will be provided to the Buyer via email. The Buyer is obliged to be under the delivery address on the arranged delivery date. In case of the absence of the Buyer, the Trade Buyer bears the costs of redelivery or return of the goods.
2. The Buyer can request the courier company to deliver the goods to an alternative address or leave them at the front door without signing the delivery documents. The Buyer shall provide written consent and the Trade Buyer shall send it via email to the Seller.
3. The Buyer is obliged to check the condition of the outer packaging upon delivery, i.e. if it is not damaged. If the Buyer finds damages to the packaging, then the Buyer should inspect the goods with the courier for any further potential damages. If the courier refuses to inspect the contents, then it is recommended to refuse the delivery and report the issue to the Seller.
4. If the Buyer decides to accept the damaged delivery, he should fill in the damage report and note down the damages. Transportation damages not recorded by the courier company upon delivery will not be accepted as a claim. Every claim made by the Trade Buyer will be rejected.
5. All manufacturing damages should be reported within the first 48 hours after the receipt of the goods.

6. In case of returning the goods or exchange (within the first 14 days after the receipt), the Buyer is obliged to pack the product in the original packaging or an alternative packaging that will secure properly the goods for transit. The Trade Buyer is responsible for informing the Buyer about the return conditions.
7. In case of returning the goods or exchange (after the first 14 days) the Buyer is obliged to return the goods in brand-new condition and original packaging. The Trade Buyer is responsible for informing the Buyer about the return conditions.
8. Deliveries are made in France only. Depending on the shipping location (Corsica), there might be an extra cost for the shipment.

## Returns

1. The Buyer can return the order within the first 14 days after the receipt of the goods. The return is possible if the goods are unused, in a brand-new condition, and packed in the original packaging that secures the goods properly for transit. Each return request is reviewed individually by the Customer Service Team.
2. The goods have to be packed securely and prepared for transit. The package should be placed on the curbside. In the lack of original packaging, the Buyer is obliged to provide a suitable alternative packaging that will secure the goods for transit. If the goods were delivered on a palette, then they have to be returned in the same way and placed on the curbside as well.
3. The Seller will organize the collection of goods with the courier company within 14 days of receiving the return request. If the Trade Buyer decides to organize the collection, is still obliged to inform the Seller due to receiving the return number. Goods can only be received with the return number. In case of a return, please contact [mail@beliani.fr](mailto:mail@beliani.fr)
4. If the Seller organizes the return with the courier company, the Trade Buyer has to agree on the collection date with the Buyer and inform the Buyer immediately about the preferred date. The collection date should be confirmed, refused, or changed by 3 p.m. on the same day that it was scheduled. If none of the above-mentioned conditions are met, the return will take place on the next business day.
5. After the collected package is delivered to the Seller's warehouse, the Trade Buyer will receive the refund within 7 working days on the same payment method used during the purchase. The refund will be reduced by the costs of return or by any costs appearing in the agreement. If the returned product is damaged or bears signs of usage, the Seller reserves the right to charge the Buyer for the replacement parts or to decrease the value of the product.

6. In case of not meeting the collection date by the Buyer, the Trade Buyer is charged with the return costs again.
7. Trade Buyer is responsible for return costs. The equivalent of the cost of the return to our warehouse in Wietzendorf Germany will be deducted from the returned amount of money.

## Claims

1. Each claim has to be reported to us by the Trade Buyer, sending the following documents:
  - a. Photos or videos showing the damages or defects as well as the whole product and the original packaging with the label visible on it;
  - b. Brief description of the problem;
  - c. Order number
2. The Trade Buyer is responsible for making a claim with the Seller. Claims reported by the Buyers directly will not be reviewed.
3. The warranty entitles the Trade Buyer to free repair if the Seller will not replace the damaged product or its part. Small parts that have a value of up to 20 EUR (for example parts of hardware, slats, or bed feet) will be replaced free of charge at the request of the Trade Buyer.
4. The warranty covers manufacturing defects. Any damage resulting from wear and tear, aging, or improper handling shall be excluded from the warranty. In case of minor damages, any claims against the seller are unfounded. In no event shall the Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control i.e. damages being a consequence of natural forces or actions of 3rd party which, according to human intuition and experience, can not be prevented even when taking every precaution.
5. The Seller provides a 24-month manufacturer's warranty.
6. In the case of a warranty claim, the Trade Buyer decides if the faulty part has to be returned and replaced by the Seller or if the Trade Buyer can provide the Buyer with a discount. The Trade Buyer is obliged to decide about the solution, considering the financial aspect.
7. In other cases, the conditions of the warranty are decisive:

<https://www.beliani.fr/content/warranty/>

<https://www.beliani.fr/content/terms-and-conditions/>

8. The transportation warranty applies if the Trade Buyer chooses the service whilst placing the order. The courier company does not cover the costs of transportation damages, which were accepted by the Buyer without noting them on the damage report. In the case of purchasing an additional transportation warranty, there is a possibility to report the damages at a later time. The Seller and the Trade Buyer are obliged to decide which party should take responsibility for the damages. If the Buyer refuses to accept the delivery due to transportation damages, the Trade Buyer will receive a full refund. If the Buyer accepts the goods despite visible damages, the following rules apply:
- a. Purchase with the additional transportation warranty: The Trade Buyer will bear the return costs. The Seller will provide the replacement free of charge or a repair and will cover the costs of resending the order.
  - b. Purchase without additional transportation warranty. The Trade Buyer will bear the costs of return and redelivery. The Seller will replace the product or repair it for an additional charge.
  - c. The Seller is not obliged to return the costs of transportation warranty in lack of damage.
9. Every aspect not mentioned in the aforementioned agreement is specified in the Terms and Conditions.

<https://www.beliani.fr/content/terms-and-conditions/>

## CONFIDENTIALITY CLAUSE

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties.

# Contact

- Claims, tracking, stocks: [mail@beliani.fr](mailto:mail@beliani.fr)
- Customer Service-related issues: [mail@beliani.fr](mailto:mail@beliani.fr)
- Photos, videos, product descriptions, stocks, and prices: [partners@beliani.com](mailto:partners@beliani.com)

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(Date and Signature)