

General Terms and Conditions

1. Carlala Fashion is a private enterprise established under the laws of the Netherlands and with its registered seat in Amsterdam.
2. The object of Carlala Fashion is the designing, marketing, selling and distributing of fashion products.
3. All relations between Carlala Fashion and its customers shall be governed by and subject to these General Terms and Conditions.
4. Carlala Fashion operates as the sole contracting party of the customer. Orders by a customer from Carlala Fashion shall be entering into force and be binding once such customer has duly signed the order form and paid into the bank account of Carlala Fashion an advance equal to 30% of the total amount of the order.
5. At the time of transport of the ordered products to the customer, Carlala Fashion will issue an invoice for the products for the total amount of these products which amount shall be reduced by the amount of the advance as meant in article 4 of these terms and conditions.
6. The invoice is to be paid within 12 days after the issuance of the invoice of the ordered products. In case of payment within the 12 days payment period, the customer is entitled to a rebate of 3% of the total amount of the ordered products.
7. In case of payment after the mentioned 12 days payment period, an indiscriminate administrative surcharge of 3% will be due in addition to the amount of the invoice.
8. In case payment in full has not been received in the bank account of Carlala Fashion within 50 days after the date of the invoice, Carlala Fashion will retain a collection agency which will take be responsible for the collection of the amounts due and which agency will take all steps required for the collection of the invoice inclusive of the administrative surcharge, interest and costs of collection.
9. Until payment in full has been received all goods delivered by Carlala Fashion to the customer will remain the sole and exclusive ownership of Carlala Fashion. Through the proper payment of the invoice increased with possible charges and costs ownership of these goods will pass to the customer.
10. The customer shall inform Carlala Fashion in writing within 5 days after the delivery of the products of any perceived defect after which time the delivered products are deemed to be fully in proper order and in conformity with the agreed specifications of the ordered products.
11. Carlala Fashion will take care of the proper transport to the customer in an orderly professional manner whereby the costs of transportation will be borne by the customer.
12. Any liability of Carlala Fashion is limited to the amount paid out under its liability insurance policy.

13. These General Terms and Conditions may also be invoked by persons and legal entities associated with Carlala Fashion, whether directly or indirectly, and that are involved in any manner in the activities of Carlala Fashion.
14. The relations between a customer and Carlala Fashion shall be governed by the laws of the Netherlands.
15. The court in Amsterdam shall be exclusively competent to hear any dispute between the customer and Carlala Fashion.