

TERMS AND CONDITIONS – MEHER KAKALIA

Meher Kakalia
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Thank you for your order. The following terms and conditions apply on confirmation of your order.

1. ORDER CONFIRMATION BY CLIENT

- Any changes in styles, colours, sizes and quantities need to be requested within 5 working days after receiving the order confirmation via email
- If no changes have been requested within 5 working days after receiving the order confirmation, the order is viewed as confirmed as is – later change requests might and will delay delivery of the order to the client

2. DEPOSIT PAYMENT AND DELIVERY WINDOW

- delivery window on order confirmation is only an indication based on the request by the client and can only be guaranteed if order has been confirmed and deposit paid in due time without delay
- Production on order will only start if order has been confirmed and deposit has been paid.
- Production lead times and delivery times are a minimum of 90 days combined.
- The final delivery window will be confirmed to the customer as soon as production has been stated.

3. DELIVERY

- Goods are delivered according to samples seen, however, due to the hand made nature of the products, small differences in colour, design and workmanship are possible
- Courier rates are based on current prices and major fluctuations in rates may force us to revise our quotation for you.
- All efforts are made to deliver goods on time. However, we are not responsible for costs incurred due to late delivery or in rare cases, not being able to deliver goods or part of the goods due to unavoidable circumstances.

4. RIGHTS OF MEHER KAKALIA

- Orders taken at the fair are final at the point of confirmation.
- Meher Kakalia GmbH reserves the right to refuse an order taken at the fair under rare circumstances. Reasons usually include, proximity to a historic client, unfair competition or the client's inability to meet our terms and conditions.

5. PRICES

- Europe: Prices are in Euro, landed in Germany, and exclusive of VAT.
- USA: Prices are in \$, landed in the US and duty paid.
- Other: Ex factory prices in Euro are available for other territories or for special collaborations.
- Free delivery to Belgium, France, Germany, Ireland, Luxembourg, Netherlands, Italy, Portugal, Spain, Austria, Denmark, Finland, Greece, Poland and Sweden.
- Additional delivery costs may occur to the following countries: Norway, Switzerland, Lichtenstein, Slovenia, Romania, Croatia, USA and rest of the world
- For countries excluded from free delivery: 2.5% discount will be applied when client is organising shipment on own account

6. PAYMENT

- Standard Payment Terms are 50% on confirmation and 50% two weeks prior delivery.
- Other payment terms are possible under exceptional circumstances and in writing.
- Payments should be made to MEHER KAKALIA GmbH by wire/bank transfer or by credit card. We are unable to take cheques.
- Due to the hand made nature of the product, we are unable to offer discounts for early payment.

7. MINIMUM ORDER

- The minimum order is Euro/£ 2,000.00 or US\$2,000.00/- in total.
- A minimum of 7 sizes per style per colour are necessary in each run.

8. WEB SALES

- Online sales are not permitted unless agreed to in writing.

9. STOCK RESELLING to WEB DISTRIBUTORS

- Reselling of stock is not permitted to on-line discount websites, for example Yoox

10. SIGNATURE STYLES

- Bizi Ballet in classic colour combinations and Bizi Moccasin are our signature styles and therefore permanent in our collection. Unless agreed to otherwise they cannot be put on sale.
- Goods may not be sold under our recommended retail prices. Minimum retail price is 180 € for bizi ballet and 208 € for bizi moccasin.

11. CLAIMS

- Claims on goods delivered should be made no more than 14 days after receipt of your order.
- Under exceptional circumstances we may take back or exchange goods only if agreed to in writing.
- If the goods are faulty or improperly delivered, we will cover the cost of transport. If it is an exceptional exchange, transport will have to be at the cost of the client.

MEHER KAKALIA GmbH - Choriner Strasse 85 - 10119 Berlin - Germany

Reg Office: HANDELS REGISTER BERLIN - Reg No: HRB 216532 B - VAT No: DE 330256710 - EORI: DE753397561061595