# Conditions of Cooperation with Trade Partners

.....
(company name)

.....
(VAT number)

.....
(address)

.....
(phone number)

.....
(e-mail address)

.....
(website address)

Referred to as the **Trade Partner** in this document

**Beliani (DE) GmbH**
CHE-115.695.894
Haldenstrasse 5
6340 Baar, Switzerland

Referred to as the **Seller** in this document

# Definitions

1. Seller – Beliani (DE) GmbH, based in Baar, Switzerland (Haldenstrasse 5, 6340 Baar, CHE-115.695.894).
2. Trade Partner – a business that cooperates with the Seller and places orders for products under the terms set out in this document.
3. End Customer – the Trade Partner's customer, to whom the Trade Partner sells the Seller's products.
4. Carrier – the entity responsible for transporting the ordered products.

# General Provisions

1. The Trade Partner is obliged to operate a registered business.
2. The product price offered by the Trade Partner to End Customers may not be lower than the price on Beliani's official website.
3. After signing the "Conditions of Cooperation with Trade Partners", the Trade Partner will receive a unique discount code, which must be entered each time an order is placed. The code will be valid for 12 months. Sharing this code with third parties is prohibited. To qualify for a 10% discount, the Trade Partner must first place orders with the Seller with a total value (the Trade Partner's turnover) of EUR 5,000.00. The discount code must be added to every order. The discount also applies to the first order exceeding EUR 5,000.00. Please contact us once this turnover has been reached so that the discount can be activated.
4. The discount will increase when the Trade Partner's turnover, meaning the total value of orders placed by the Trade Partner with the Seller within one year, exceeds the following thresholds:
    a. above EUR 125,000.00 – 12.5%
    b. above EUR 375,000.00 – 15%
5. All prices are gross prices (inclusive of VAT).
6. Products must be sold under the Beliani brand.
7. A Trade Partner acting as a reseller is obliged, before starting sales, to provide the Seller with a list of the sales channels in which it intends to offer the products (e.g. its own domain address, eBay account name, Amazon account name, etc.), as indicated in the section "Sales will be conducted via", for prior approval. The Seller reserves the right to refuse sales permission on certain marketplaces without stating a reason. This provision does not apply to interior designers, architects and developers.

8. All products offered are intended for non-commercial use. Claims regarding products used for commercial purposes may be rejected by the manufacturer.

## Deliveries and Payments

1. Delivery of the ordered goods is free of charge within the United Kingdom, subject to the additional shipping costs for certain locations described in point 10.
2. Cash on delivery is not accepted. Payment must be made in advance, before the order is dispatched.
3. Information about the dispatch of goods will be provided to the End Customer via email. The End Customer is obliged to be at the delivery address on the arranged delivery date. In the absence of the End Customer, the Trade Partner bears the costs of redelivery or return of the goods.
4. The End Customer can request the Carrier to deliver the goods to an alternative address, or to leave them at the front door without signing the delivery documents. The End Customer must provide written consent, which the Trade Partner shall forward to the Seller by email.
5. The End Customer is obliged to check the condition of the outer packaging upon delivery. If the End Customer finds damage to the packaging, they should inspect the goods with the Carrier for any further damage. If the Carrier refuses to allow inspection, it is recommended that the End Customer refuse the delivery and report the issue to the Seller.
6. If the End Customer decides to accept a damaged delivery, they should complete a damage report and note down the damage. Transportation damage not recorded by the End Customer with the Carrier's representative at the time of delivery will not be accepted as a claim; any such claim made by the Trade Partner will be rejected.
7. All manufacturing defects should be reported within the first 48 hours after receipt of the goods.
8. When returning or exchanging goods within the first 14 days after receipt, the End Customer is obliged to pack the product in its original packaging, or in alternative packaging that will properly protect the goods in transit. The Trade Partner is responsible for informing the End Customer of these return conditions.
9. When returning or exchanging goods after the first 14 days, the End Customer is obliged to return the goods in brand-new condition and in their original packaging. The Trade Partner is responsible for informing the End Customer of these return conditions.

10. Deliveries are made within the United Kingdom only. Depending on the delivery location, additional shipping costs may apply – for example, to Scotland, Ireland, the Outer Hebrides, the Isle of Man, the Orkney Islands, the Isle of Wight, the Isles of Scilly, the Channel Islands (Jersey and Guernsey), the Isle of Skye, the Firth of Clyde islands, and Argyll and Bute, including Loch Lomond and the Inner Hebrides.

## Returns

1. The End Customer can return an order within the first 14 days after receipt of the goods. Returns are accepted if the goods are unused, in brand-new condition, and packed in the original packaging in a way that secures them properly for transit. Each return request is reviewed individually by the Seller's Customer Service Team.
2. The goods must be packed securely, prepared for transit, and placed on the curbside for collection. If the original packaging is not available, the End Customer is obliged to provide suitable alternative packaging that secures the goods for transit. Goods originally delivered on a pallet must be returned on a pallet in the same way, and likewise placed on the curbside.
3. The Trade Partner is obliged to inform the Seller's Customer Service Team (www.beliani.pt/rma) of any planned return. The Seller will arrange collection of the goods with the Carrier within 14 days of receiving the return request. If the Trade Partner arranges the collection instead, they must still inform the Seller in order to receive a return number, as goods can only be accepted for return once a return number has been issued. For return enquiries, please contact www.beliani.pt/rma.
4. If the Seller arranges the return with the Carrier, the Trade Partner must agree the collection date with the End Customer and inform the Seller of the agreed date without delay. The collection date should be confirmed, declined, or changed by 3 p.m. on the day it was scheduled; if none of these steps are taken, the collection will take place on the next business day.
5. Once the collected package is delivered to the Seller's warehouse, the Trade Partner will receive a refund within 7 working days, using the same payment method used for the original purchase. The refund will be reduced by any return costs or other costs specified in these Conditions of Cooperation with Trade Partners. If the returned product is damaged or shows signs of use, the Seller reserves the right to charge the Trade Partner for replacement parts, or to reduce the refund value of the product accordingly.
6. If the End Customer fails to meet the agreed collection date, the Trade Partner will be charged the return costs again.

7. The Trade Partner is responsible for return costs. An amount equivalent to the cost of returning the goods to our warehouse in Wietzendorf, Germany, will be deducted from the refunded amount.

## Claims

1. Each claim must be reported to us by the Trade Partner, together with the following:
   a. photos or videos showing the damage or defects, along with the whole product and its original packaging with the label visible;
   b. a brief description of the problem;
   c. the order number.
2. The Trade Partner is responsible for submitting claims to the Seller. Claims submitted directly by End Customers will not be reviewed.
3. The warranty entitles the Trade Partner to a free repair if the Seller does not replace the damaged product or part. Small parts with a value of up to 20 EUR (for example, hardware, slats, or bed feet) will be replaced free of charge at the Trade Partner's request. Small parts do not need to be returned by the Trade Partner.
4. The warranty covers manufacturing defects only. Damage resulting from wear and tear, ageing, or improper handling is excluded from the warranty, and claims relating to minor damage of this kind will not be accepted. The warranty also does not cover products that have been modified by the End Customer or that are no longer in a condition suitable for assembly. The Seller shall not be responsible or liable for any failure or delay in performing its obligations under these Conditions of Cooperation with Trade Partners where this arises, directly or indirectly, from causes beyond its reasonable control – for example, damage caused by natural forces or the actions of a third party which could not reasonably have been foreseen or prevented, even with every precaution taken.
5. The Seller provides a 24-month manufacturer's warranty.
6. In the event of a warranty claim, the Trade Partner decides whether the faulty part should be returned to and replaced by the Seller, or whether the Trade Partner will instead, at its own discretion and expense, offer the End Customer a price reduction. The Trade Partner is responsible for deciding on the most appropriate solution, taking the financial impact into account.
7. In all other cases, the terms of the warranty are decisive, as set out at:
   a. beliani.pt/content/warranty
   b. beliani.pt/content/terms-and-conditions

8. The transportation warranty applies where the Trade Partner selects this service when placing the order. The Carrier will not cover the cost of transportation damage that was accepted by the End Customer without being noted on the damage report. Where an additional transportation warranty has been purchased, damage may be reported at a later date; in this case, the Seller and the Trade Partner must agree which party is responsible for the damage.
9. If the End Customer refuses to accept delivery due to transportation damage, the Trade Partner will receive a full refund. If the End Customer accepts the goods despite visible damage, the following rules apply:
    a. With an additional transportation warranty: the Trade Partner bears the return costs; the Seller provides a free replacement or repair and covers the cost of resending the order.
    b. Without an additional transportation warranty: the Trade Partner bears the costs of return and redelivery; the Seller will replace or repair the product for an additional charge.
    c. The Seller is not obliged to refund the cost of the transportation warranty where no damage has occurred.
10. Any matter not covered by these Conditions of Cooperation with Trade Partners is set out in the Seller's Terms and Conditions: beliani.pt/content/terms-and-conditions

# Confidentiality Clause

The Parties acknowledge that the existence and terms of these Conditions of Cooperation with Trade Partners, and any oral or written information exchanged between the Parties in connection with their preparation and performance, are regarded as confidential. Each Party shall maintain the confidentiality of all such information and shall not disclose it to any third party without the other Party's prior written consent.

# Contact

- Claims, tracking, and stock enquiries: www.beliani.pt/rma
- Customer service-related issues: www.beliani.pt/rma
- Photos, videos, product descriptions, stock, and prices: Please direct all inquiries by replying to your application approval email.

Sales will be conducted via:

Shop domain:

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Marketplace (platform name and seller name):

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(date and signature)