

TERMS & CONDITIONS – B2C

1. General

The Vendor is defined as the company TAGORE SA(NORI), hereinafter referred to as “NORI”, “us” or “we”, having the following legal information:

Address : Veldstraat 69, 8200 Brugge, Belgium

Phone : +32(0)9 389 64 87 or +32 (0)50 396 236

e-mail :info@tagore.be/ sales@bynori.eu

VAT number: BE0428429006.

Parties: NORI and the customer.

All sales, deliveries and offers are done subject to acceptance of the general and individual sale conditions, unless otherwise agreed in writing. The general terms and conditions can be at all times subject to change with immediate effect and without further notice.

Thanks for choosing Nori.

By placing an order, you warrant that you are legally capable of entering into binding contracts and that you are (in the case of an individual) at least 18 years old.

Please read these Terms, our Privacy Policy and any other terms referenced on this document carefully.

2. Prices and delivery cost

All our prices mentioned on www.bynori.eu are expressed in euro (€). All prices include VAT, but exclude shipping and handling costs, with exception of certain actions or offers clearly stated on the website. Shipping costs will be calculated at check-out of the ordered goods, (based on the weight, country and specific wishes from the purchaser). These costs are stated separately on the invoice. All offers apply as long as they are included on the website. Tagore SA/NORI may modify prices at any moment. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Nori website after the price change takes effect.

Sales prices are based on direct payment, therefore no discounts are given for direct payment. When placing an order the price that applies at the time of the order always applies.

3. Orders

Online orders can only be made via the webshop (www.bynori.eu) or e-mail. No orders or additions to orders are accepted via telephone, Facebook, Instagram or other.

Exceeding the delivery time, no matter the cause, never entitles the Purchaser to compensation nor to a full or partial cancellation of the order. Orders are only processed and sent after receipt of the payment.

4. Payments

All payments can be made through credit or debit card, PayPal and COD. If you require another payment option such as a direct deposit, please follow the instructions in your order confirmation.

5. Transport and delivery

Products are only delivered in the countries for which the website allows delivery. An incorrect delivery address is the responsibility of the customer and may rise to additional costs only at the expense of the customer. The package is only sent after payment of the amount due. Info about the delivery time will be provided at the order checkout in the webshop.

No delay in the delivery may result in termination of the purchase or payment of compensation in favor of the customer, except in case of deliberate delay caused by NORI. All goods are carefully packed before shipment. NORI is not responsible or liable for any damage or loss during shipment.

Shipments without visible damage must be accepted under subject to control. The customer should not

accept packages with visible damage. After refusal by the customer, the package returns to NORI where possible damage or loss of goods will be determined. If after accepting a shipment goods are found to be damaged or lost, NORI must be contacted by e-mail no later than 24 hours after receipt by the customer. Unless explicitly agreed otherwise, the delivery occurs at the location of the stock of NORI.

Freight costs depend on the destination as well as on measurements and weights of the ordered goods. These costs change periodically. Contact us for the current quote.

The customer is responsible for any additional taxes and duties. NORI is not responsible for any fees charged by customs.

6. Right of cancellation; the return and refund of items

NORI stands behind the quality of everything we sell and hope you're happy with your product. Anyway, you have 14 days to change your mind from the day after you receive your order. The return and refund of cut fabrics is only possible from a minimum length of 1m and multiples thereof. Products and other items that are returned have to be unopened in their original packaging. Before returning an item, the customer will contact NORI to communicate this. You must pay for any return delivery costs, except where the wrong item has been sent to you or the item is defective. The refund will take place after receiving the (undamaged) items.

7. Backorders

Apparel, interior and design

If an ordered article is currently not in stock, it will be marked as not available. As soon as the article is back in stock, it will be marked available. You can choose to be notified when the product is back in stock. Some of our products are not reorderable as they are limited editions. Those products cannot be back ordered.

Materials

If it is a reorderable fabric, yarn or fiber (meaning we can get more from our supplier), when you attempt to order a quantity greater than we have in-stock, you will see a note in the shopping cart advising you that the item will be backordered for you. We will NOT ship you what we have in stock and then ship the balance when it arrives because of dye-lot variations. We will ship you the entire amount that you want for that item when it arrives, unless otherwise agreed in writing. If you have ordered multiple items and some of them are immediately available from our inventory, we will ship those to you immediately and send you the back ordered item(s) when it arrives.

Some of our fabrics are not reorderable as they are limited editions. Those products cannot be back ordered. In that case, you can decide whether the quantity we have in stock is adequate to meet your needs.

8. Complaints

NORI takes all feedback very seriously and aims to deal with complaints as quickly and effectively as possible. For complaints relating to incorrect delivery, please email within eight days of receipt. Please check the article carefully and hidden defects, damages or deviations must be reported to us within eight days of receipt. The receipt of the goods by the customer covers any faulty delivery and any defect that could be identified.

If NORI was not informed in time by the customer, the right to file a complaint with the Vendor expires.

9. Guarantee /warranty/ limitation of liability

The Vendor will not be liable for any direct or indirect damages including loss of profits, damage to property or persons caused by the goods, any advice, comments, any damage caused by inferiority of the goods or improper composition of the goods everything in the broadest sense, unless liability follows from legislation in the area of product liability. Notwithstanding the foregoing, any obligation of NORI for

compensation on any grounds whatsoever will always be limited and not exceed the invoice value of the goods.

10. Force majeure

We are not liable for any delay in execution or for non-performance of our commitments due to events beyond our normal control, including but not limiting to interruptions or permanent shutdown of production, shortages of raw materials, energy shortages, delays in transport, strikes, lock-outs, work interruptions or other collective labor disputes that affect either us or our suppliers, even if these events are foreseeable.

11. Jurisdiction

The Belgian law is applicable to the current agreement. In case of dispute, the Belgian courts of jurisdiction Bruges are empowered to judge.

12. Severability

If an article of these conditions is declared null and void, this invalidity will not affect the validity of the remaining articles.

13. Disclaimer/ Intellectual property

Domain name, logo and other components associated with Tagore SA and NORI are protected by intellectual rights. Whoever wishes to reproduce or distribute it to the public must request the express and prior written permission from Tagore SA. The information accompanying the website and any printed folder or flyer is published with care. Despite everything, it is possible that the information mentioned is incomplete or incorrect. Tagore SA cannot be held responsible for such inaccuracies.

GENERAL TERMS & CONDITIONS -B2B

1. General

The Vendor is defined as the company TAGORE SA, having the following legal information:

Address : Veldstraat 69, 8200Brugge, Belgium,

Phone : +32(0)9 389 64 87 or +32 (0)50 396 236

email : info@tagore.be,

VAT number: BE0428429006.

Parties: the Vendor and the Purchaser.

All conditions in this document shall prevail over and supersede any contrary or inconsistent terms or conditions or other documents issued by the Purchaser, or any previous conditions of the Vendor. The general terms and conditions can be at all times subject to change with immediate effect and without further notice. Even if the information in the catalogues, brochures and websites is carefully collected and screened, the Vendor cannot be held responsible for mistakes in the content of these. It remains the responsibility of the Purchaser to determine if the product will fit the need. It is agreed that for remote communications, in particular electronic mailing, is admissible and sufficient to ensure trade relations between the Vendor and the Purchaser. Electronic mailing and fax will be considered as a written proof of communication between both parties, if the law doesn't require other forms of communication. The Vendor preserves the intellectual **ownership of all images and designs made or treated by the Vendor.**

2. Prices and delivery cost

All our prices, if mentioned, are stock prices which do not include VAT and can always be adapted.

For orders with a value less than the threshold, the Purchaser will be charged for these costs, unless otherwise agreed in writing. Extra packing costs are applied when applicable. Sales prices are based on

direct payment, therefore no discounts are given for direct payment. All offers apply as long as they are included on the website. Tagore SA may modify prices at any moment. When placing an order the price that applies at the time of the order applies as long as the order was accepted and confirmed.

3. Order confirmations and offers

Orders can be made by webshop, e-mail or phone. Price offers apply only in their whole. By omitting an article and/or modifying the quantity the quotations no longer apply. Only specifications agreed in writing (product dimensions, weight, illustrations) are binding. In case when exchange rates, prices of (raw) materials, freight costs, import and export duties or any other cost influencing factor change after sending a price offer or confirming an order, the Vendor is allowed to modify the prices accordingly always taking into account any legal regulations. The same applies in case when these changes are only noticed by the Vendor after sending a price offer or confirming an order.

4. Order

Orders can be made by webshop, e-mail or phone. If during the same day various orders are placed by the Purchaser, the Vendor attempts to group these orders into one package. If this is not possible the Vendor will charge transport costs for each individual order. If an estimated delivery date has been agreed with the Purchaser, the Vendor commits itself to achieve this delivery as much as reasonably within its power. However the Vendor provides no guarantee in this respect. Exceeding the delivery time, no matter the cause, never entitles the Purchaser to compensation nor to a full or partial cancellation of the order. Orders are only processed and sent after receipt of the payment. Except if otherwise agreed in writing between parties.

5. Payments

All delivered goods are immediately invoiced by electronic invoice. can be sent after agreement with the Purchaser. All invoices must be paid according to the terms agreed. This period can only be expended after agreement with the Vendor. Late payments are subject to additional administrative fees. Purchasers are not allowed to adjust invoices, any mistake has to be reported to the Vendor following the law. Payment can happen(1) by paying in advance (2) by paying cash (3) by means of cash on delivery (C.O.D.) (4) by means of SEPA domiciliation (bank) (5) by means of bank transfer or (6) by means of an end-of-month invoice. Consult also our individual sales conditions concerning remarks on SEPA Direct Debit Procedure (SEPA CORE Direct Debit). The date and correct amount will be stated on the invoice. In the interest of both parties, the Vendor prefers the SEPA CORE Direct Debit as a payment method. A SEPA form can be provided on request. After confirmation by the Vendor and the Purchaser, it can be agreed to group all purchases on an end of month invoice. The payment hereby is 8 days after receipt. The Vendor can send at any time interim invoices (payment 8 days after receipt). Sales prices are based on direct payment, therefore no discounts are given for direct payment. If for any reason a cash on delivery (C.O.D.) shipment was sent without C.O.D. statement, the Purchaser must pay within 8 days after receipt by bank transfer. In this case the Vendor is allowed to increase the C.O.D. amount of the next shipment to the Purchaser with the value of the previous shipment. Purchasers who use payment by direct debit should ensure that sufficient funds are on their account to cover for the invoice. If the Purchaser changes bank account, he must inform the Vendor about this before placing a next order. Not sharing this information or having insufficient funds on the account will cause additional costs. The Purchaser will be charged for these, unless the Purchaser can prove that the fault lies with another party. Additional administration costs can be added. In case of late payment, automatically and without notice, the outstanding amount is increased by 1% interest per month. Moreover in the event of late payment an additional 15% of the value of the invoice, and with a minimum of €50,00, is added to the open invoice to cover for additional administrative efforts and for the lack of available capital. A payment by the Purchaser will always be booked against the longest outstanding amount, also in case the Purchaser refers to another invoice. The

Vendor preserves the ownership of the delivered and still to be delivered products until the invoices for these products are fully paid. The Purchaser must at all cost avoid that unpaid goods sent by the Vendor are being impound. In the event this would happen, the Purchaser has to inform the Vendor immediately.

6. Transport and delivery

All sales, deliveries and offers are done subject to acceptance of the general and individual sale conditions, unless otherwise agreed in writing. All necessary costs for delivery to the Purchaser, e.g. Freight costs and export duties will be for the account of the Purchaser. Depending on the size of the order, these costs are partially or fully charged to the Purchaser. Please contact the Vendor for more information. Shipments without visible damage must be accepted under subject to control. The Purchaser should not accept packages with visible damage and report immediately his reserves to the carrier company. After refusal by the Purchaser, the package returns to the Vendor where possible damage or loss of goods will be determined. If the Purchaser accepts the package from the transport company, it will be his responsibility and any claims have to be made with the transport company accordingly to their conditions. The Vendor preserves the right to send goods by cash on delivery or by payment in advance, if deemed necessary. If deemed necessary, the Vendor can always charge administration and packaging costs. Costs related to cash on delivery are always at the expense of the Purchaser. The Vendor has to be contacted directly by the Purchaser if the Purchaser for any reason refuses to accept a package sent by the Vendor to motivate the reason of refusal. This may be by phone or e-mail. If after accepting a shipment goods are found to be damaged or lost, the Vendor must be contacted no later than 24 hours after receipt by the Purchaser. This may be by phone or e-mail. Unless explicitly agreed otherwise, the delivery occurs at the location of the stock of the Vendor.

Freight costs depend on the destination as well as on measurements and weights of the ordered goods. These costs change periodically. Contact the Vendor for the current quote.

7. Right of cancellation; the return and refund of items

Returning wrongly ordered articles is possible only and only if

- (1) the product was ordered less then 3 months ago,
- (2) the article is still sales-fresh and has no signs of being used and
- (3) there is an agreement with the Vendor about the subject.

In the case of return of goods 15% of the purchase of the returned goods with a minimum of € 5, will be charged to compensate for the necessary administrative and logistic operations. Returning an item is done at the expense of the customer and always at your own risk. The return address will be indicated or can be obtained by mail from sales@bynori.com. The refund will take place after receiving the (undamaged) items.

8. Backorders

Finished Products (clothing & interior products)

If an ordered article is currently not in stock, it will be marked as Back Order. As soon as the article is back in stock, it will be added to the Purchaser's next order, unless the Purchaser requests to cancel the order (by fax or e-mail). At the request of the Purchaser (by fax or by e-mail) and always at his expense, backorders may also be sent separately.

Materials

If it is a reorderable fabric, when you attempt to order a quantity greater than we have in-stock, you will see a note in the shopping cart advising you that the item will be backordered for you. We will NOT ship you what we have in stock and then ship the balance when it arrives because of dye-lot variations, except if you explicitly ask us to do so. We will ship you the entire amount that you want for that item when it arrives. If you have ordered multiple items and some of them are immediately available from our inventory, we will ship those to you immediately and send you the back ordered

item(s) when it arrives.

Some of our fabrics are not reorderable as they are limited editions. Those products cannot be back ordered. In that case, you can decide whether the quantity we have in stock is adequate to meet your needs.

9. Complaints

After identifying defects, damages or deviations, the Purchaser shall immediately inform the Vendor in writing (see warranty certificate) and in particular: – in the case of visible defects, damages or deviations within 8 calendar days after delivery – in the case of other deviations that may be discovered after a thorough inspection, but no later than within a period of 8 calendar days after discovery. If the Vendor was not informed in time by the Purchaser, the right to file a complaint with the Vendor expires.

10. Guarantee /warranty/ limitation of liability

In case of warranty claims for products sent by the Vendor, the Purchaser should first contact the Vendor in order to agree on the procedure to follow:

(1) whether the products must be returned or if only an electronic picture of the defect part is required and

(2) whether the product will be repaired, modified or replaced or the amount is added to the Purchaser's credit.

The replaced item will be sent together with the next order. The credit will be included in the invoice of the next order. The Vendor will not be liable for any direct or indirect damages including loss of profits, damage to property or persons caused by the goods, any advice, comments, any damage caused by inferiority of the goods or improper composition of the goods everything in the broadest sense, unless liability follows from legislation in the area of product liability. Notwithstanding the foregoing, any obligation of the Vendor for compensation on any grounds whatsoever will always be limited and not exceed the invoice value of the goods. Vendor will try first to repair/modify the product when possible and if not to replace.

11. Force majeure

We are not liable for any delay in execution or for non-performance of our commitments due to events beyond our normal control, including but not limiting to interruptions or permanent shutdown of production, shortages of raw materials, energy shortages, delays in transport, strikes, lock-outs, work interruptions or other collective labor disputes that affect either Tagore SA or our suppliers, even if these events are foreseeable.

12. Jurisdiction

The Belgian law is applicable to the current agreement. In case of dispute, the Belgian courts of jurisdiction Bruges are empowered to judge.

13. Proof

All parties accept the electronic evidence within the framework of their relationship (for example: email, backups, ...)

14. Severability

If an article or a group of similar articles of these conditions is declared null and void, this invalidity will not affect the validity of the remaining articles.

15. Become a customer

The Vendor focuses on professionals in the industry. The Purchaser receives a customer number after an initial order for a minimum amount of € 150 plus VAT. If the annual turnover is less than € 2000,

excluding VAT, the Vendor preserves the right to delete the customer number and to refuse the Purchaser. Individuals and companies outside the sector targeted by the Vendor be denied to become a B2B-client, but are allowed to buy in the conditions for a B2C-client. The Belgian law is applicable to the current agreement, with exception from the terms of the CISG (the Vienna Sales Convention). In case of dispute, the Belgian courts of jurisdiction Bruges are empowered to judge.

16. Disclaimer/ Intellectual property

Domain name, logo, designs and other components associated with Tagore and NORI are protected by intellectual rights, including all artistic designs and pictures of our products. Whoever wishes to reproduce or distribute it to the public must request the express and prior written permission from Tagore SA. The information accompanying the website, webshop and any printed catalogs, folder or flyer is published with care. Despite everything, it is possible that the information mentioned is incomplete or incorrect. Tagore SA can not be held responsible for such inaccuracies. It remains the responsibility of the Purchaser to determine if the product will fit the need.