

Brav Norway AS - Business to Business Terms & Conditions

General

1. Brav Norway AS (hereafter "Brav") offers a business to business reseller service through our B2B platform. In buying from Brav, you agree that you are buying goods as a business undertaking for business purposes. The liability provisions in these terms and conditions define our responsibilities to you in more detail, but as a business customer, purchases you make from us will not benefit from the statutory protection available to consumers under the Consumer Sale of Goods Act or from statutory law which is not mandatory pertaining to professional parties and may be agreed upon freely.
2. We do business only under these Terms & Conditions. All other terms, including any which may be included with your purchase order, are explicitly refused. We are not obliged to accept any order that you place with us or offer you credit. Any changes to our general Terms & Conditions will be announced in this document by the change date in the bottom. Any major changes to these conditions that affects the way we conduct our business will be communicated by e-mail to each customer.
3. Goods and services are subject to availability and may vary from those advertised.
4. You must decide before ordering if the goods are suitable for your needs; we do not accept any responsibility for assisting you with that decision.
5. Although we make reasonable checks to avoid errors, please note that we reserve the right to cancel or refuse orders for items shown on our website or in any other sales or marketing channels with an incorrect price or with any other incorrect information. No contract is made with you until we have dispatched your order. Where we make a mistake, we will give you the option to either: (i) cancel your order and obtain a refund of any sums paid in advance; and/or (ii) place the order again at the correct price/on the correct terms.

Prices and Payment

6. Our advertised and otherwise stated prices do not include VAT and delivery unless VAT is specifically included. At the time you place your order, the price of the goods may have changed from the one advertised - please confirm the price inclusive of all items before you order.
7. We accept payment by invoice (assuming you have credit with us) and most types of credit or debit card. Credit card and debit card payments are taken at the point of customer order, not on dispatch of goods.
8. Goods bought on credit must be paid for by 30 days from our invoice date. Single customers may have different credit limits and/or due dates - please refer to your contract with Brav. We may withdraw the option to pay by invoice at any time and for any reason. If you fail to pay an invoice when due then, in addition to any other right or remedy which may be available to us, all invoices will become due and payable, (whether outstanding or not). We may share customer credit history information with relevant credit agencies. We also reserve the right to run a credit check with a credit agency if we give you credit, and to validate any credit card account holder or delivery address details. Available credit information is accurate within the last 24 hours.
9. We remain owners of the goods you purchase until you have both paid for all of them in full and paid any other outstanding dues to us from you under any contract or arrangement. You agree to give us the right to enter your premises at any time where the goods are stored so that we can retrieve and resell them if they are not paid for. This condition requires you to (i) keep the goods stored separately and clearly identifiable as belonging to us; (ii) not remove any branding or identifying marks; (iii) keep them fully insured for their full replacement value against any loss,

damage or destruction; (iv) not sell, transfer, charge, mortgage, pledge or grant any lien over, the goods. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.

10. Under the Act regarding Interest on Late Payment and legal recovery we can exercise our statutory right to charge interest and a compensation fee on all invoices overdue.

Delivery

11. We charge for all deliveries. Orders received by 10:00 on a working day are normally processed the same day. Orders placed at weekends or public holidays are normally processed the next working day. Goods in stock are normally delivered within two working days after processing. Standard delivery is to suitable ground floor reception or store areas. We will use reasonable endeavors to notify you of any delivery delays and reconfirm a new delivery time with you.
12. If the goods received does not comply with the packing slip notify us within 14 days of delivery by using "BRAV Discrepancy report" and send this to our Customer Service Department at b2b@brav.com, marked with the packing slip number
13. Risk passes to you on delivery EXW Incoterms 2010. After delivery you are responsible for protecting and insuring the goods against loss, damage or destruction.

Cancellation

14. You cannot cancel a submitted order after the goods have been packed and prepared at our warehouse, unless this is agreed in writing by our authorized representative.

Returns & Errors

15. We will accept returns of faulty goods notified to us within 14 days of delivery, by e-mail to our Customer Service Department at b2b@brav.com The email must include a completed "BRAV Return report", a photo of the damage and the original product and be marked with the packing slip number
16. An unwanted product can be returned within 14 days of delivery if it's still in its original, unopened packaging and does not contain price tags/glue/labelling from you. We charge 15% on all returns to cover costs. Use "BRAV Return report", include original sales order number and send to our Customer Service Department at b2b@brav.com You will then receive a RMA number in return which has to be included on every parcel to be returned. We reserve the right to reject any returns where these conditions are not met.
17. Please note we do not accept returns of special purchase items, consumables or products that you agree in advance are non-cancellable or non-returnable (unless faulty).
18. If you are unhappy with any service we have provided you then you must promptly notify us in writing, (and in any event, within 30 days of completion of the services) and our sole liability to you shall be to re-perform any defective services at no cost to you.
19. Without prejudice to conditions below, the remedies in this Returns section represent your sole and exclusive remedies in respect of any issues you experience with the goods/services provided by us.

Clearance/2nd User Stock

20. An outlet or "B-standard" product is deemed to be a product which is offered by Brav at a discounted price compared to its original price where such products may have been previously used or opened, have items missing or have damaged packaging. In addition, some may have been repaired. Details of the status of such products are to be found on the relevant website. Such products are sold on an 'as is' basis with no warranty or guarantee given by Brav.

Suspension and Termination

21. Brav may cancel outstanding orders for goods and/or suspend the provision of the services or terminate them immediately (without liability to you) if any of the following events happen:
- a. you fail to make any payment due to Brav by the time it is due;
 - b. you have given any false or misleading information to Brav;
 - c. you are insolvent;
 - d. you are in material breach of this Agreement

Limitation of Liability

22. Brav does not limit its liability to you for fraud, fraudulent misrepresentation or for death or personal injury caused by its own negligence or that of its employees, agents or sub-contractors.
23. We will accept the return of faulty goods for a period of 14 days from date of delivery, (see Returns & Errors) and our liability will be limited to the repair or replacement of the goods or the re-performance of any defective services.
24. Without prejudice to the conditions above, we do not accept any liability (and hereby exclude all liability) for special, indirect or consequential losses of any kind or for any loss of profits, loss of revenue, loss of anticipated savings, loss or damage to goodwill, business or reputation (and in each case whether classified as direct or indirect and howsoever arising, including in relation to breach of contract or negligence).
25. Without prejudice to conditions above, Brav's maximum aggregate liability to you under this Agreement shall be limited to the value of the goods or services giving rise to the claim. The parties agree that these conditions are reasonable given the other remedies offered under these Terms & Conditions.

Force Majeure

26. Brav will not be liable for any delay in performing, failure to perform or deliver, or defective performance or delivery of any goods or services if such delay or failure is caused by circumstances beyond Brav's reasonable control, such as a war, strike, riot, crime, hurricane, flood, earthquake, volcanic eruption, etc.

Law

27. This Agreement and any contracts made under it are subject to Norwegian law and Oslo tingrett has exclusive jurisdiction in relation to all matters (whether based on contractual or non-contractual rights and obligations).

Waiver

28. No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either party under this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

Relationship

29. Nothing in this Agreement creates a joint venture, relationship of partnership or agency between the parties. Except as expressly authorized under this Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party. No customer employees shall be construed as being an employee of Brav by virtue only of this Agreement or the performance of Brav's obligations under this Agreement.

Data protection

30. Brav processes personal data in order to facilitate orders from our customers. In this context both Brav and the customer determine the purposes and means of processing and are separate controllers. The Parties shall each comply with their respective obligations under the data protection legislation when processing shared data pursuant to the terms, and none of the parties shall be responsible towards the other for compliance according to the data protection regulation. Due to both parties are separate controllers no data protection agreement is required.

Severability

31. Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

Third Party Rights

32. This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it.

Assignment and sub-contracting

33. You may not assign your rights or obligations under this Agreement without our prior written consent. We may use subcontractors to perform all or some of our obligations under the Agreement but where we do so we will remain liable to you in accordance with this Agreement

for their acts and omissions. We may on prior written notice to you assign our rights and obligations to a third party.

Variations

34. The latest version of these Conditions of Sale is available on the Brav website. We reserve the right to change our Conditions of Sale from time to time and if we do so we will update the version on our website. Each time you place an order from our website you will be deemed to have agreed to the latest version of our website terms and conditions shown prior to placing your order.

Notices

35. Any notice required under this Agreement must be given in writing and in the English language and sent to the address of the party for which it is intended to be given.

Time for Performance

36. We will always do the best we can to ensure we achieve any delivery dates agreed with you for the provision of the goods or services. However, time shall not be of the essence. We will use reasonable endeavors to notify you if we believe that our performance is likely to be delayed for any reason. We will not be liable to you where our performance of the contract is delayed because of your own acts and omissions or those of your employees, agents or contractors.

Intellectual Property

37. We (and/or our licensors) shall retain all right, title and interest in any intellectual property rights in goods, software or services we supply to you under this Agreement, including images and texts on our websites and catalogues. Any intellectual property rights created in the course of the services shall belong to Brav and/or its licensors.

Company Details

38. Brav Norway AS. Registered org. number: NO 920 404 499MVA

39. Company address: Brav Norway AS, P.O. Box 814, Blåswixvegen 5, N-2624 Lillehammer, Norway.
Phone: (+47) 61 22 21 00. E-mail: b2b@brav.com.

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