PERFUMEDISTRI
GENERAL TERMS & CONDITIONS OF SALE

B2B Wholesale Transactions

Last updated: 30 October 2026

These General Terms & Conditions govern all wholesale transactions between Perfumedistri (hereinafter referred to as "Perfumedistri", "we", "us" or "the Seller"), and its professional customers (hereinafter referred to as "the Customer" or "the Buyer").

By creating an account, placing an order, accepting a quotation or purchasing products through the Perfumedistri platform, the Customer acknowledges having read, understood and accepted these Terms & Conditions.

These Terms & Conditions constitute a legally binding agreement between the Seller and the Buyer.

1. SCOPE OF APPLICATION – B2B TRANSACTIONS

1.1. Perfumedistri operates exclusively as a B2B wholesale supplier. Its products and services are intended for companies, retailers, distributors, wholesalers and other professionals purchasing for commercial or professional purposes.

1.2. By registering an account or placing an order, the Customer confirms that they are acting in the course of their business or professional activity and that all company and VAT information provided is accurate and up to date.

1.3. Perfumedistri reserves the right to request company registration documents, VAT identification details or other business verification documents before approving an account or processing an order.

1.4. Perfumedistri reserves the right to refuse, suspend or terminate an account where the information provided is inaccurate, incomplete, misleading or where there are reasonable grounds to suspect fraudulent activity or misuse of the platform.

1.5. These Terms & Conditions apply to all quotations, orders, invoices and sales unless expressly agreed otherwise in writing by Perfumedistri.

1.6. Any purchasing conditions imposed by the Customer shall not apply unless expressly accepted in writing by Perfumedistri.

2. PRODUCTS, AUTHENTICITY AND PRODUCT INFORMATION

2.1. Perfumedistri supplies original and authentic branded products, sourced through professional distribution channels, including authorised suppliers and other legitimate commercial sourcing channels.

2.2. The fact that Perfumedistri supplies a branded product does not imply that Perfumedistri is the brand owner, an official distributor appointed by the brand, or authorised by the brand to grant resale, marketplace, territorial or intellectual property permissions.

2.3. Product descriptions, photographs, EAN/barcodes, specifications and other information displayed on the platform are provided for identification and commercial reference purposes. While every effort is made to maintain accurate information, occasional discrepancies, omissions or errors may occur.

2.4. Packaging, product presentation, promotional materials and manufacturer specifications may be updated by the respective brands without prior notice.

2.5. Unless expressly confirmed in writing, Perfumedistri does not guarantee:

- Specific production or manufacturing dates.
- Specific batch numbers or lot codes.
- Specific expiry dates or remaining shelf life.
- Particular packaging versions or design editions.
- Acceptance of products by specific online marketplaces.
- Brand approval, marketplace ungating or authorisation to sell under a particular brand.

2.6. Perfumedistri does not provide brand authorisation letters, exclusive distribution rights or guarantees of marketplace approval unless expressly agreed in writing.

2.7. The Customer is responsible for verifying whether the products are suitable for its intended sales channels, destination markets and applicable regulatory requirements.

3. PRICING AND MINIMUM ORDER VALUE

3.1. All prices displayed on the Perfumedistri platform are expressed in euros (€) and include Belgian VAT unless otherwise indicated.

3.2. Prices excluding VAT will be applied where the relevant VAT exemption or tax treatment is legally applicable and the required conditions and documentation have been satisfied.

3.3. For qualifying intra-Community B2B supplies, VAT exemption may apply in accordance with Article 39bis of the Belgian VAT Code, subject to the applicable legal conditions, including a valid VAT identification number and sufficient evidence of transport where required.

3.4. Prices may change due to supplier pricing, market conditions, stock availability, exchange rate fluctuations or other commercial factors.

3.5. The applicable product prices are those confirmed at the time the order is accepted by Perfumedistri.

3.6. The standard minimum order value (MOV) is €1,000 per order, unless an exception is expressly approved by Perfumedistri in writing.

3.7. The minimum order value refers to the total value of the order and does not constitute a minimum quantity per individual product. There is no general carton or case quantity requirement unless specifically indicated for a particular product or offer.

3.8. Perfumedistri operates on a wholesale pricing model with competitive margins. Discounts, promotional pricing or additional commercial conditions are not guaranteed and remain subject to individual approval.

3.9. Shipping, handling, insurance, customs clearance and other logistical costs are not included in product prices unless expressly stated otherwise.

4. ORDERS AND ORDER CONFIRMATION

4.1. Orders submitted through the Perfumedistri platform, by email or through another accepted ordering channel are subject to stock verification and acceptance by Perfumedistri.

4.2. An order is considered confirmed once Perfumedistri has accepted it and issued an order confirmation, pro forma invoice or other written confirmation.

4.3. Product availability displayed on the platform is indicative and may change before the order is physically allocated and prepared.

4.4. Due to the dynamic nature of wholesale stock movements, Perfumedistri cannot guarantee that all requested quantities will remain available between order submission and preparation.

4.5. In the event of stock discrepancies, unavailable products or quantity adjustments, Perfumedistri will inform the Customer and may propose an adjusted order, replacement quantities or a refund/credit for the unavailable items, as appropriate.

4.6. Perfumedistri reserves the right to refuse or partially fulfil an order where products are unavailable or where fulfilment is prevented by operational, legal or commercial circumstances.

4.7. Any final order confirmation or invoice reflecting the quantities actually supplied shall take precedence over preliminary stock lists, quotations or indicative availability information.

5. PAYMENT TERMS

5.1. Unless expressly agreed otherwise in writing, orders must be paid in full before dispatch or release of the goods.

5.2. Depending on the order value, customer history and commercial circumstances, Perfumedistri may request an advance deposit before confirming or processing an order.

5.3. Where a deposit arrangement is agreed, the remaining balance must be paid in accordance with the payment schedule specified in the relevant pro forma invoice or written agreement.

5.4. Payment methods accepted by Perfumedistri may include bank transfer, credit or debit card and other payment methods made available on the platform.

5.5. An order will not be released for dispatch or collection until the required payment has been received and cleared in Perfumedistri's account.

5.6. Perfumedistri reserves the right to suspend order processing, dispatch or further deliveries where outstanding payments remain unpaid.

5.7. Perfumedistri may modify or withdraw previously agreed payment facilities where the Customer's payment history, creditworthiness or other relevant circumstances justify such action.

5.8. Any bank transfer charges, intermediary bank fees or currency conversion costs shall be borne by the Customer. Perfumedistri must receive the full invoiced amount.

5.9. In the event of late payment, Perfumedistri reserves the right to charge:

- Statutory or contractually applicable commercial late-payment interest.
- A fixed recovery compensation of €40 per overdue invoice, where legally applicable.
- Additional reasonable recovery costs where permitted by applicable law.

5.10. Any payment received shall first be allocated to outstanding recovery costs and interest, and subsequently to the principal debt, where legally permitted.

6. DELIVERY AND ORDER PROCESSING

6.1. Perfumedistri aims to process and prepare standard wholesale orders within approximately 4–6 business days following order confirmation and receipt of the required payment.

6.2. This timeframe is indicative and does not constitute a guaranteed delivery date.

6.3. Processing times may vary depending on:

- Order size and product quantities.
- Product availability and replenishment.
- Warehouse workload and operational capacity.

- Seasonal demand and public holidays.
- Transport arrangements and other circumstances beyond Perfumedistri's reasonable control.

6.4. Any delivery or preparation estimate communicated to the Customer is provided in good faith and may be revised where circumstances require.

6.5. Perfumedistri shall not be liable for delays caused by carriers, customs authorities, transport disruptions, supplier delays or other circumstances beyond its reasonable control, subject to applicable law.

6.6. Shipping costs are calculated separately and communicated to the Customer before dispatch where applicable.

6.7. Perfumedistri does not offer free shipping unless expressly agreed in writing.

6.8. The Customer is responsible for providing complete and accurate delivery information, including the recipient's name, address, contact details and any specific delivery requirements.

6.9. Additional costs resulting from incorrect delivery information, failed delivery attempts, refused shipments, storage, redelivery or other circumstances attributable to the Customer may be charged to the Customer.

7. SHIPPING, COLLECTION AND TRANSFER OF RISK

7.1. Unless expressly agreed otherwise, shipments are arranged under the delivery conditions specified in the relevant quotation, order confirmation or invoice.

7.2. Where a sale is agreed on EXW terms, the applicable named place and the relevant Incoterms® version shall be specified in the order documentation. The Customer is responsible for arranging and paying for collection and transport in accordance with the agreed delivery terms.

7.3. Perfumedistri does not routinely offer customer collection or on-site visits. Collection may only take place where expressly approved and arranged in advance.

7.4. Where collection is approved, the Customer or its appointed carrier must comply with the collection instructions, time slot and location communicated by Perfumedistri.

7.5. The transfer of risk of loss or damage shall be determined by the agreed Incoterms® rule or, where no Incoterm applies, by the applicable law.

7.6. Where the Customer appoints its own carrier, the Customer is responsible for ensuring that the carrier is properly instructed and has adequate transport insurance.

7.7. Any insurance arranged by Perfumedistri will only be applicable where expressly included in the shipping arrangement.

7.8. For international shipments, the Customer is responsible for ensuring that the products can legally be imported into the destination country and for complying with all applicable import requirements.

8. INSPECTION, SHORTAGES AND TRANSPORT DAMAGE

8.1. The Customer must inspect the shipment immediately upon receipt.

8.2. Any visible transport damage, damaged outer packaging, missing parcels, quantity discrepancies or incorrect products must be reported to Perfumedistri within 48 hours of delivery.

8.3. Claims must be submitted in writing to claim@perfumedistri.com and must include:

- The relevant order or invoice number.
- The affected product name and EAN/barcode.
- The quantity concerned.

- A clear description of the issue.
- Photographs of the outer packaging, shipping labels and damaged products.
- Any relevant carrier delivery documentation or reservations.

8.4. The Customer must retain the original packaging and damaged goods until the claim has been assessed and further instructions have been provided.

8.5. Where transport damage is involved, the Customer must also notify the carrier within the applicable carrier claim deadline and preserve all supporting evidence.

8.6. Failure to report visible damage, shortages or incorrect deliveries within the specified 48-hour period may affect the ability to investigate and establish responsibility, without excluding any mandatory rights available under applicable law.

8.7. Claims will be assessed individually. Where a claim is accepted, Perfumedistri may, depending on the circumstances and applicable law, arrange a replacement, credit note, refund or another appropriate remedy.

8.8. The Customer may not independently deduct disputed amounts from outstanding invoices without prior written agreement or a legal entitlement to do so.

9. DEFECTIVE PRODUCTS AND NON-CONFORMITY

9.1. Perfumedistri supplies products in accordance with the agreed product descriptions and applicable legal requirements.

9.2. If a product presents a genuine manufacturing defect or other non-conformity attributable to the condition of the goods at the time of delivery, the Customer must notify Perfumedistri within a reasonable period after discovering or reasonably being expected to discover the issue.

9.3. The Customer must provide sufficient evidence to allow Perfumedistri to assess the claim, including product identification, photographs, batch information where available and a description of the defect.

9.4. Perfumedistri reserves the right to request additional information, inspect the affected products or arrange an independent assessment where reasonably necessary.

9.5. The Customer must not dispose of, modify, repair, relabel or otherwise alter the affected products before receiving instructions from Perfumedistri, unless required for safety or by applicable law.

9.6. Depending on the nature of the issue and applicable law, an accepted claim may result in replacement, repair where appropriate, a price reduction, credit note or refund.

9.7. Perfumedistri shall not be responsible for defects or damage resulting from improper storage, handling, transport after transfer of risk, misuse, unauthorised modification, relabelling or failure to follow the manufacturer's instructions.

10. MANUFACTURER'S WARRANTIES

10.1. Any manufacturer's warranty available for a product is subject to the manufacturer's own terms, conditions and procedures.

10.2. Where a manufacturer provides a warranty that can be claimed by the Customer, Perfumedistri may provide available contact information or reasonable assistance in identifying the appropriate claim channel.

10.3. Perfumedistri does not provide an independent commercial warranty beyond the obligations imposed by applicable law or expressly agreed in writing.

10.4. The Customer remains responsible for reviewing the manufacturer's warranty conditions and verifying whether the warranty applies to its intended resale market and distribution channel.

10.5. Nothing in this section limits any mandatory rights or remedies that the Customer may have against Perfumedistri under applicable law.

11. RETURNS AND REFUNDS

11.1. All sales are intended for professional B2B resale purposes. Perfumedistri does not operate a general return or exchange policy for wholesale purchases.

11.2. Returns are not accepted for:

- Change of mind or a change in the Customer's commercial decision.
- Unsold or slow-moving stock.
- Products ordered in incorrect quantities by the Customer.
- Products no longer required by the Customer.
- Differences in commercial preferences or resale expectations.
- Packaging or design variations that do not constitute a genuine defect or non-conformity.

11.3. Products may only be returned where Perfumedistri has provided prior written authorisation or where a return is required under applicable law.

11.4. Unauthorised returns may be refused or held at the Customer's expense and risk.

11.5. Where a claim is accepted, any refund or credit will be limited to the affected products or quantities, unless otherwise required by law or agreed in writing.

11.6. Refunds, where approved, will normally be issued through the original payment method or another mutually agreed payment method.

11.7. Nothing in this section excludes or restricts any mandatory legal remedy available to the Customer in respect of defective or non-conforming goods.

12. ORDER CANCELLATION AND MODIFICATIONS

12.1. Once an order has been confirmed and order processing or preparation has started, the Customer may no longer unilaterally cancel or remove products from the order.

12.2. This restriction reflects the operational and logistical costs associated with stock allocation, picking, packing, warehouse preparation and shipping arrangements.

12.3. Any request to cancel or modify an order before preparation has started must be submitted in writing and is subject to Perfumedistri's express approval.

12.4. Where Perfumedistri exceptionally accepts a cancellation after confirmation, it reserves the right to charge a reasonable cancellation fee reflecting the costs incurred and losses reasonably suffered, subject to applicable law. Where expressly agreed in advance, this fee may amount to up to 10% of the order value.

12.5. For pre-orders or orders involving special sourcing or procurement, any deposit paid may be retained to the extent permitted by law and proportionate to the costs incurred or contractual cancellation consequences.

12.6. An order cannot be cancelled simply because a Customer's own customer, marketplace or commercial partner has cancelled an order or refused to accept the products.

12.7. Once an order has been packed, invoiced or handed over to the carrier, cancellation or modification will generally no longer be possible.

13. VAT, TAXES AND CUSTOMS

13.1. All VAT treatment is determined in accordance with applicable Belgian and European tax legislation.

13.2. Customers purchasing under an intra-Community VAT exemption must provide a valid VAT identification number registered in another EU Member State and satisfy all applicable conditions.

13.3. Perfumedistri reserves the right to charge Belgian VAT where the conditions for an exemption are not met or sufficient supporting documentation is not available.

13.4. For exports outside the European Union, VAT exemption is subject to the applicable export conditions and satisfactory proof of export.

13.5. The Customer is responsible for all applicable import duties, customs charges, local taxes, clearance fees and other destination-country charges unless expressly agreed otherwise in writing.

13.6. The Customer is responsible for ensuring that the products may be imported, distributed and resold in the destination country.

13.7. Perfumedistri shall not be responsible for customs delays, import restrictions, additional duties, import permits or other destination-country requirements attributable to the Customer or the destination market.

13.8. The Customer must provide accurate information and documentation reasonably required for customs and tax purposes.

14. CUSTOMER RESPONSIBILITIES AND RESALE

14.1. The Customer is solely responsible for its resale activities, commercial practices and relationships with its own customers.

14.2. The Customer must comply with all applicable laws and regulations governing the marketing, distribution, storage, labelling and resale of the products in its destination markets.

14.3. This includes, where applicable, requirements relating to cosmetics, fragrance products, product safety, labelling, responsible person information, consumer information, environmental obligations and import regulations.

14.4. The Customer must not alter, counterfeit, misrepresent, relabel or otherwise modify products or their packaging in a manner that violates applicable law or infringes third-party rights.

14.5. Perfumedistri does not guarantee that a particular product or brand is eligible for sale on Amazon, Bol.com, eBay or any other marketplace.

14.6. The Customer is responsible for obtaining any marketplace approval, brand authorisation, local registration, licence or other permission required for its resale activities.

14.7. The Customer shall not present itself as an official representative, exclusive distributor or authorised agent of Perfumedistri or of any brand supplied by Perfumedistri unless such status has been expressly granted in writing.

15. LIMITATION OF LIABILITY

15.1. Perfumedistri shall be liable only for direct losses resulting from a breach of its contractual obligations or other circumstances for which it is legally responsible.

15.2. To the maximum extent permitted by applicable law, Perfumedistri shall not be liable for indirect or consequential losses, including:

- Loss of profit or anticipated revenue.
- Loss of business opportunities.

- Loss of customers or contracts.
- Marketplace suspensions or account restrictions.
- Loss of reputation or goodwill.
- Business interruption.
- Claims made by the Customer's own customers, except where liability cannot legally be excluded.

15.3. Perfumedistri shall not be liable for failures or delays caused by circumstances beyond its reasonable control, including carrier disruptions, supplier failures, customs decisions, government restrictions, strikes, natural disasters, epidemics, war, cyber incidents or major operational interruptions, subject to applicable law.

15.4. Nothing in these Terms & Conditions excludes liability for fraud, wilful misconduct, gross negligence or any other liability that cannot legally be excluded or limited.

15.5. Where legally permitted, Perfumedistri's aggregate liability arising from a particular order shall not exceed the value of the affected products under that order.

15.6. The Customer must take reasonable steps to mitigate any loss or damage.

16. RETENTION OF TITLE

16.1. Ownership of the products shall remain with Perfumedistri until full payment of all amounts due in respect of the relevant products has been received.

16.2. Until ownership has transferred, the Customer shall keep the products identifiable and shall not pledge, encumber or otherwise use them as security in favour of third parties.

16.3. In the event of non-payment, Perfumedistri reserves the right to exercise its legal rights to recover unpaid goods, subject to applicable law and the rights of third parties.

16.4. The retention of title provision shall apply to the fullest extent permitted under Belgian law.

17. FORCE MAJEURE

17.1. Neither party shall be held responsible for a failure or delay in performing its obligations where such failure or delay results from an event beyond its reasonable control.

17.2. Such events may include natural disasters, fires, floods, war, terrorism, strikes, pandemics, epidemics, government restrictions, transport interruptions, customs restrictions, supplier disruptions, energy shortages, cyberattacks or other comparable circumstances.

17.3. The affected party shall inform the other party within a reasonable period and take reasonable measures to minimise the consequences.

17.4. Where the force majeure event continues for an extended period and makes performance impossible or commercially unreasonable, either party may terminate the affected part of the agreement in accordance with applicable law.

17.5. Amounts already due for goods delivered or services performed shall remain payable.

18. INTELLECTUAL PROPERTY

18.1. All intellectual property rights relating to the Perfumedistri name, website, platform, design, content, photographs, databases, logos and other materials remain the property of their respective owners.

18.2. Customers may not reproduce, distribute, modify or commercially exploit Perfumedistri's website content, images, databases or other materials without prior written authorisation, except where permitted by law.

18.3. Trademarks and product-related intellectual property belong to their respective brand owners. The sale of products does not transfer ownership of any intellectual property rights to the Customer.

19. PERSONAL DATA AND CONFIDENTIALITY

19.1. Personal data collected in connection with account registration, orders, payments and customer service will be processed in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR).

19.2. Personal data will be used for legitimate business purposes, including account management, order processing, invoicing, delivery, customer support and legal compliance.

19.3. Further information about the processing of personal data is available in the Perfumedistri Privacy Policy.

19.4. Customers shall keep confidential any non-public commercial, operational or financial information received from Perfumedistri, except where disclosure is required by law or expressly authorised in writing.

20. SUSPENSION AND TERMINATION

20.1. Perfumedistri reserves the right to suspend or terminate a Customer account where there is a breach of these Terms & Conditions, non-payment, suspected fraud, misuse of the platform or other legitimate commercial or legal grounds.

20.2. Suspension or termination shall not affect payment obligations or other rights and liabilities accrued before such action.

20.3. Perfumedistri may also discontinue products, services or platform features where reasonably necessary for operational, commercial or legal reasons.

21. CHANGES TO THESE TERMS & CONDITIONS

21.1. Perfumedistri reserves the right to update these Terms & Conditions where necessary due to changes in legislation, business operations, commercial policies or platform functionality.

21.2. Updated Terms & Conditions will be published on the Perfumedistri website with an updated revision date.

21.3. Changes will apply to orders placed after the revised Terms & Conditions become effective, unless otherwise agreed or required by law.

21.4. Changes shall not retroactively modify contractual obligations already agreed for existing orders, unless permitted by law or expressly agreed by the parties.

22. SEVERABILITY

22.1. If any provision of these Terms & Conditions is found to be invalid, unenforceable or unlawful, the remaining provisions shall remain in full force and effect.

22.2. The invalid or unenforceable provision shall be replaced, where legally possible, by a valid provision that most closely reflects the original commercial intention of the parties.

23. GOVERNING LAW AND JURISDICTION

23.1. These Terms & Conditions and all transactions between Perfumedistri and the Customer shall be governed by Belgian law.

23.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded to the extent legally permissible.

23.3. Any dispute arising from or relating to these Terms & Conditions or a transaction with Perfumedistri shall, subject to mandatory jurisdiction rules, be submitted to the competent courts of the judicial district of Antwerp, Belgium, with the competent division determined in accordance with applicable jurisdiction rules.

23.4. Nothing in this clause shall deprive either party of any mandatory legal protection or jurisdictional rights that cannot lawfully be excluded.

24. COMPANY INFORMATION

Perfumedistri

Registered office: Patersstraat 100

2300 Turnhout

Belgium

Company Registration Number (CoC/KBO): 0795.299.337

VAT Number: BE0795299337

Website: www.perfumedistri.com

General enquiries: hello@perfumedistri.com

Sales and orders: sales@perfumedistri.com

Claims and damaged products: claim@perfumedistri.com

Warehouse and operational location (not the registered office):

Welvaartsstraat 7 A

2381 Ravels

Belgium

By placing an order with Perfumedistri, the Customer confirms that they have read, understood and accepted these General Terms & Conditions.