

Star50 Sales Terms

Article 1-Sales Terms

The present document present the general sales terms for the product sold by Star 50 Handbags, Inc. Any order for a product made by a client automatically implies the automatic acceptance of these general sales terms described hereafter.

Article 2-Product Characteristics

The products for sale are described in our sales sheets and our online catalog. The photographs illustrating the products are not contractual. Therefore, the client cannot hold Star 50 Handbags, Inc. responsible for any error or omission in one of the photographs, tests, or drawings, information or product description, or for any modification of these characteristics.

These products sold by Star 50 Handbags, Inc are limited edition. Slight differences in fabric, size, color, and finishing may occur between the different releases. Therefore, Star 50 Handbags, Inc. cannot warrant that product descriptions are accurate, complete, reliable, current, and/or error free. Should these differences arise, they can in no way cancel the sales contract.

Article 3-Orders

All orders, including those made by telephone, must be confirmed in writing by mail or fax or email. The order must specify at the very least the reference of the product(s), the price, the address and date of the shipment and invoicing, if it is different from the shipping address. All orders, addition or modification will be considered firm and definitive only after written confirmation by Star 50 Handbags, Inc.

Article 4-Rates, Invoicing, Payment Modes

4.1 Rates

The listed rates are fixed and guaranteed until December 31, 2007. Unless mentioned otherwise, the sales price of the products is indicated in US dollars, net of taxes. The rates are applicable at the date of recording of the order by Star 50 Handbags, Inc. and do not include the shipping costs, invoiced in addition to the price of the product. The shipping costs will be indicated to the client before final recording of the order.

4.2-Invoicing

An invoice is drawn for each shipment and added to the package when shipped. All claims arising from an invoice must be addressed to Star 50 Handbags, Inc. home office by fax or email within 7 days of its receipt. Otherwise, the product is considered as accepted by the client without any reservation.

Any claim opposing the client to Star 50 Handbags, Inc. may in no way lead the client to suspend his payment for the part of the products he has accepted.

4.3- Payment Mode

The products and the shipping must be paid for within 30 days/end of the month, from the delivery, by check, wire transfer, or credit card, except for the first order, which must be paid for by check on delivery.

Star 50 Handbags, Inc. reserves the right to suspend any order or shipment for which the client's bank or financial institutions refuses to pay. It also reserves the right to refuse to deliver on honor an order coming from a client who has not totally or partially settled a previous order, or with whom a payment claim exists.

5-Shipping

5.1 Shipping Conditions

The products will be delivered at the address given by the client. No change in address will be taken into account by Star 50 Handbags, Inc. after a confirmation of the order by Star 50 Handbags, Inc.

A carrier or postal service makes the shipments. They take effect once the products are picked up by the carrier who will deliver the ordered product at the address given by the client on his order form.

Star 50 Handbags, Inc. does its best effort to deliver only products of a same quality and therefore reserves the right to take away an article or suspend a delivery if the judges that the guarantees brought by the producer are insufficient. These modifications, withdrawals or interruptions are made to ensure that the client receives the best possible product and may in no way justify any form of compensation.

5.2- Delivery Time

When you place an order, Star 50 Handbags, Inc. will estimate shipping and delivery dates for you, based on the availability of your items and the shipping options you choose. Shipping dates are only estimates and are in no way Star 50 Handbags, Inc's responsibility.

A delay in shipping can in no way lead to the cancellation of the ongoing order.

No reimbursement or penalties will be made for a delay in shipment. More specifically, Star 50 Handbags, Inc. cannot be held responsible for the non-fulfillment of a contract in the case that there is no more stock, force majeure, interruption, partial or total strike or the post services, and means of transport, and in general in case of events independent for their will. However, if the delivery of the goods has not taken place two months after the date of shipment, for any other reason than force majeure, the sale can then be cancelled at the request of one or the other party, after having sent a letter by certified mail, fax, or email.

Article 6- Receiving Your Product

It is the client's responsibility to check without any delays the condition of the product upon receiving it. If the product's quality or nature is defective, the client must make his claim by registered mail or Star 50 Handbags, Inc. Return Claim Form online, in the 7 days following the shipment, with the shipping pro forma invoice as proof of date, specifying the complete and precise reasons for making the claim.

Article 7-Returning Your Product

If the product shipped by Star 50 Handbags, Inc. is not in conformity with what was described, Star 50 handbags, Inc. agrees to correct this non-conformity by all means, or to establish a cash holding. The client will not be allowed to claim any reimbursement or indemnity.

To return a shipped product, the client must make the request by phone, fax or email within 7 days following the date of shipment, indicating the Client's references, the number and the invoice dates, the reference of the product and the quantity and exact reason for returning the product.

No return will be accepted if it has not been previously authorized by Star 50 Handbags, Inc. and if a return coupon does not accompany it printed by Star 50 Handbags, Inc., which validates the return. The products must be returned complete, in a perfect state, or at least in the state by which they were received in their original packaging, by the client. The whole must be placed in another packaging, mentioning visibly the return number given by Star 50 Handbags, Inc. The return coupon must be included with the package. In case of non-compliance with these instructions, all the costs relating to returning the corrected product to the client will be the responsibility of the client.

Article 8-Property

Star 50 Handbags, Inc. keeps the full property of all sold products until the full payment of all the sums owned by the Client for his order has been made, fees and taxes included.

Despite the fact that Star 50 Handbags, Inc. remains the owner of the goods until full payment by the client, the client will be responsible, from the time the product is shipped, for any risks, loss or destruction of the products or caused by the product. The client is also responsible in case of partial or total loss, thefts or destruction regardless of the cause. In case a third party seizes the products, the buyer must inform the seller.

Article 9- Refusal of Sale

Any article is accepted in relation to the legal, financial, and economic situation of a Client at the moment of his order. As a result, if the financial situation of the client deteriorates, between the date of the order and the shipment date, Star 50 Handbags, Inc. has the right to require a cash payment before delivery, or to cancel the sale.

Article 10-Partial Non-Validity

If one or several stipulations in the present general sales terms are declared invalid by a law, a ruling or following a definitive decision of a competent jurisdiction, the other stipulations will remain valid.

Article 11-Non-Renonciation

The fact that one of the parties does not recognize not having respected one of the obligations described within these general sales terms does not mean that the party may renounce its said obligation.

Article 12-Applicable Law

The present sales terms and contract to which they apply are governed by the laws of the country of the United States, without regard to the type of conflict.