

Terms of Business

For all sales the following UTT Europe Kft. ("UTT Europe") Terms of Business apply. In the absence of any signed agreement to the contrary, the following Terms of Business automatically apply to all UTT Europe customers:

1. General Terms of Business:

1. A business relationship within the European Union is only possible with business entities that are registered and obliged to pay VAT in their country of registration.
2. Our prices do not include VAT and shipping charges. We reserve the right to change our prices.
3. Orders can only be placed through our website www.utteam.com, or webshop application.
4. Colors featured in the catalogue or website are for illustration purposes only, and may vary due to the printing quality of the catalogue.
5. The customer is responsible for meeting and providing the Customer Care information required by the laws in the countries into which they are reselling the products to their customers and consumers.
6. The model pictures available in our database are subject to image rights and are meant for Business-to-Business communication only. For further Business-to-Consumer communication, customers can only use the packshot pictures and/or cropped images on which the models are unrecognizable. For all regulations concerning our imagery, please read our "[Image Charter](#)".
7. UTT Europe Kft. reserves the right to temporarily or permanently suspend access to its website.
8. **The owner of the user account registered on www.utteam.com is the natural or legal person in whose name the registration is made. UTT Europe Kft. excludes liability for any damages resulting from unauthorized registration in another person's name or from incorrect registered data. It is the responsibility of the account owner to ensure that their login credentials are not accessed by unauthorized persons. UTT Europe Kft. excludes liability for any damages arising from the login credentials being accessed by unauthorized persons.**
9. **It is the responsibility of the customer to correctly record the order details. UTT Europe Kft. cannot be held liable for any damages resulting from incorrect orders.**
10. **During registration, it is mandatory to provide a name, contact email address, password, phone number, and the individual entrepreneur's or company's details (name, registered address, tax number, TEAOR, nature of business, VAT declaration), as well as a default shipping address. By registering, the current UTT Europe Terms of Business are considered accepted.**
11. Changes to the customer registered account details should be notified to the UTT Europe contact person in writing within 7 days.
12. In order to comply with GDPR regulations, UTT Europe is storing and using all personal data provided during registration and all subsequent orders. Link: [Personal data recorded by registration GDPR](#)

2. Customer Orders:

1. **Orders can only be placed after logging in, either through our website www.utteam.com or our Webshop application.**
2. **Customers can select the product, enter the quantity, and place the desired product in their cart by clicking the "ADD TO CART" button.**
3. **After hitting "ORDER" button, the following details can still be modified before order confirmation:**
 - order number
 - shipping address/method
 - additional comments (optional)
4. **The contents of the cart become an Order by clicking the "PLACE ORDER" button, which is then sent to UTT Europe. The cart contents can be freely modified until the order is submitted. An automatic notification email is sent to the customer account's email address to confirm receipt of the order. This automatic notification does not constitute acceptance of the order by UTT Europe.**
5. **After receiving the order request, UTT Europe confirms the order via email with the subject "Order Confirmation," specifying its finalized details. At this point a Sales Contract is formed between UTT Europe Kft. as the seller, and the customer account owner who placed the order, as the buyer. Such sales contract and order is subject to UTT Europe's current Terms of Business.**

3. Order quantity:

1. There is no minimum order quantity. UTT Europe handles all orders with the same service.
2. Sample orders are possible with the same terms as normal orders.
3. Separately placed orders and backorders cannot be merged.
4. In case of cancellation or modification of a sales order, we automatically charge a 15% (or minimum 5,00 EUR) handling fee. We kindly request our customers to only place an order in case of a real demand. Needless reservation on our stock, order preparation, invoicing, and restocking process, costs money and hinders prompt and flexible service.

4. Terms of delivery:

- 1 We can provide free shipping options, for details please contact your sales representative.
- 2 In case the value of the order or backorder is less than the value needed for free shipping, we will charge the delivery cost of the parcel (as a mediated service). For cost details please contact your sales representative.

3. The date of order fulfillment depends on the available stock and the time needed for import delivery. Orders received before 1:00 PM and available on local stock will be ready to ship within 24 hours. Products requiring import delivery will be ready to dispatch according to the confirmed delivery date by the sales representative.

4 An automatic confirmation email is sent when your order is handed over to the courier.

5. Backorders:

- 1 The immediate fulfillment of a complete order may not always be possible.
- 2 Customers should notify UTT Europe by email in writing if they do not wish to have the backorder delivered. When possible, customers should use the comment segment while placing the order to let us know ahead of time.
- 3 Free backorder delivery only applies when the value of the backorder on its own reaches the free transportation value.
- 4 Any price changes shall apply on backorders also.

6. Terms of payment:

- 1 In case of pre-payment of orders that reach the free shipping value, UTT Europe offers a 3% discount from our standard pricelist. Please indicate on your order if you would like to apply for this discount. In case of overdue and unsettled invoices, this offer is not available.
- 2 Payment terms and credit are only available to those of our customers who have been insured by our associated credit insurance company, and only up to the credit limit given.
- 3 In the case of bank transfer payment of invoices, the exact amount needs to arrive in our bank account by the date indicated on the invoice. All costs associated with such a bank transfer are borne by the customer.
- 4 In case of delayed payment, UTT Europe reserves the right to withhold delivery on any customer orders and to charge default interest (double the base rate of the central bank of the currency issuer) without notice.
- 5 In case of repeated delayed payments, UTT Europe reserves the right to withdraw credit facilities and change the customer's payment method to pre-payment.
- 6 All goods remain the property of UTT Europe Kft. until full payment has been received.
- 7 Our export sales' default operating currency is EURO. Customers preferring invoicing and settlement in another currency should contact our sales personnel during registration.
- 8 All our invoices are issued as electronic invoice documents.

7. Return policy:

1. Quality complaints will be handled according to the general standards and practices in the wholesale textile sector.
2. Customers are responsible for checking the goods received against the order. Variation tolerance in the received products (in size, color, quality variation) is +/-5% (in accordance with the wholesale textile sector standards).
3. Once the goods are modified, (e.g. printed, embroidered, tag changed etc..) no refund is possible. Please check the received orders before making any changes to the products.
4. The Customer is responsible for checking the quality of the received goods, before selling on to their customers and consumers. In case of a problem in the fulfillment of the order, please contact our sales department in writing within 24 hours of delivery.
5. UTT Europe reserves the right to make decisions regarding the return of products for quality reasons. To initiate a quality complaint, it is necessary to provide, in addition to the conditions outlined in our current Return Policy, a good-quality photo (resolution, brightness, visible defect) is required to illustrate the issue.
6. In case of a refund or exchange of any item, please forward the order or invoice number to your sales representative. All returns must be given a return number in advance. Return and exchange of goods is possible after these previous arrangements are made. Without a return number applied to the return parcel, our representative will not be able to process the returned parcel.
7. All items must be returned in their original packaging. In case of damaged packaging and/or damage to the item, and for used items, a refund or exchange is not possible. The refund or exchange of underwear and shirts is not possible due to hygiene reasons.
8. UTT Europe is not liable for any damage caused by improper use. Exchange or return of such products is not possible.
9. Exchange without complaint of unwanted items (e.g. "I don't like it" or "I rather choose a different size/color") is not possible in the wholesale textile sector. Customers may claim a refund or exchange undamaged items in their original packaging within 60 days (including return time), for a 15% of sales value charge, subject to a minimum 5,00 EUR/invoice handling fee.
10. Products invoiced more than 60 days prior to any problem or claim cannot be refunded.
11. Products purchased during an outlet or sale promotion can only be returned in case of quality complaints.
12. Specially ordered, non-stock items are non-returnable.
13. Sizes may differ with each brand. Customers are responsible for checking the sizes as advertised on our website before placing their order. (Variation tolerance is +/-5 %.)
14. UTT Europe issues credit notes for agreed claims within 7 days of acceptance of the return.
15. All return parcels should be delivered to our warehouse at 2051. Biatorbágy, Budaörsi út 1. Hungary.

8. Product Information:

1. UTT Europe provides country of origin information for each item on our web page. Where multiple countries of origin are possible, the country-of-origin information may be requested from the customer contact person.
2. The product code, material content, importer, and care information (applies to the product without decoration) are found on the labels sewn on our products. Customers can find additional or missing information on the packaging, the parcel, or the accompanying documentation.

9. Legal Jurisdiction

Our sales and Terms of Business are subject to Hungarian law and the court of jurisdiction is Budaörs District Court, Hungary. Any disputes should be resolved in the first instance through negotiations between the parties.

Our General Terms of Business and other publications are available at our office and on our web page. Customers should address any queries on the Terms of Business or related publications to their sales representative at UTT Europe.

Valid from 17th of July 2024, until revoked.

UTT Europe Kft.

Budaörs, Hungary