Order 100514 4/22/24, 2:46 PM

SIMKHAI

ORDER CONF 100514

Cust PO

Date 03/14/24 Start 07/15/24 Due 09/15/24

Division **EUROPEAN DIVISION**

Terms 100 PP

Approval No Dept

JONATHAN SIMKHAI INC 41 West 72nd Street #6b

New York, NY 10014

VAT ID NL825910110 B 01 / EORI NL825910110 Fiscal Represented

ITC Logistic Support BV / Kanaaldijk N.W. 85

5707 LC Helmond

EU Warehouse Address

Bergen Logistics BV / whs. Jonathan Simkhai Inc De Amert 445

5462 GH Veghel Netherlands

Bill To:

Beymen Perakende Tekstil Ve Yatirimlari AS Ayazağa Mah. Azerbaycan Cad. 3A Blok No 3/O ic Kapi No 3 Sariyer ISTANBUL,

Ship To:

Beymen Perakende Tekstil Ve Yatirimlari AS Ayazağa Mah. Azerbaycan Cad. 3A Blok No 3/O ic Kapi No 3 Sariyer ISTANBUL,

0 212 335 65 00

Ship Via	Season	Contact	Phone	Vendor Compliance	Salesperson
Routing Guide	FALL 2024	Fatih DARAKCI			Paola La Barbera
Routing Guide					

Style Color Content Description Qty Amount 524-6031-WL 70% WOOL 30% CARRIE FRINGE ROBE COAT Oxblood 1,065.00

POLYESTER

COO:CHINA

WOVEN JACKETS/BLAZERS----

-6204 31 2010

MSRP :€895.00



XS	S	M	L	XL
	1	1	1	
	355.00	355.00	355.00	

524-2066-K **BLACK** 65% RAYON 19% NYLON REBECKA L/S OFF SHOULDER TOP

14% POLYESTER 2 %

SPANDEX

COO:CHINA

KNIT TOPS-----6106 20 2010

MSRP :€395.00



XS	S	M	L	XL
	3	3	2	
	156.00	156.00	156.00	

524-4104-F

Moss

SHELL: 98 % COTTON 2% ELASTANE, LINING: FABIANA BELTED PANT

645.00

1,248.00

98% COTTON 2% **SPANDEX**

COO:CHINA

WOVEN BOTTOMS-----6204 62 1521

MSRP :€545.00



00	0	2	4	6	8	10	12	14
			1	1	1			
			215.00	215.00	215.00			

DRESS

524-1080-Q

CHOCOLATE

SHELL: 89% ACETATE 11% POLYETHELYNE,

CAMERON ONE SHOULDER MINI

860.00

LINING: 100% POLYESTER

COO:USA

WOVEN DRESSES-----6204 43 4030

MSRP :€545.00



00	0	2	4	6	8	10	12	14
			1 215.00	2 215.00	1 215.00			

4/22/24, 2:46 PM Order 100514 524-6017-O KIMIA TIE WAIST JACKET **RAVEN** SHELL: 100% 5 940.00 POLYESTER, LINING: 100% POLYESTER COO:CHINA WOVEN JACKETS/BLAZERS------6204 33 5010 MSRP :€475.00 XL XS S M L 2 2 1 188.00 188.00 188.00 83% RAYON 17% 524-1020-K Moss GENNA L/S MIDI DRESS 588.00 **ELASTANE** COO:CHINA KNIT DRESSES-----6104 44 2010 MSRP :€495.00 XS S Μ T XL 1 1 1 196.00 196.00 196.00 **BLACK** 80% RAYON 20% NYLON SHARRON MAXI FRINGE DRESS 524-1017-K 3 705.00 COO:CHINA KNIT DRESSES-----6104 44 2010 MSRP :€595.00 XS XL S Μ Т 235.00 235.00 235.00 SI-7014-WL CAMEL SHELL: 50% WOOL 50% ROWEN FRINGE JACKET 1,575.00 POLYESTER, LINING: 100% POLYESTER COO:CHINA WOVEN JACKETS/BLAZERS------6204 33 5010 MSRP :€595.00 XS S Μ L XL2 3 2 225.00 225.00 225.00 72% RAYON 27% NYLON ABIA CROPPED TEE SI-2014-K **BLACK** 784.00 **1% SPANDEX** COO:CHINA KNIT TOPS-----6106 20 2010 MSRP :€295.00 XS S Μ L XL 2 3 2 112.00 112.00 112.00 SI-4025-ST-VTG NR VINTAGE NOIR 97% ORGANIC COTTON RIVER HIGH RISE STRAIGHT 744.00 **3% RECYCLED ELASTANE** COO:USA WOVEN BOTTOMS-----6204623190 MSRP :€245.00 24 25 26 27 28 29 30 31 32 2 2 2 93.00 93.00 93.00 93.00 93.00

524-2068-K Oxblood 72% RAYON 27% NYLON GIULIANA L/S SWEETHEART TOP 952.00

1% SPANDEX

COO:CHINA KNIT TOPS-----6106 20 2010

XS S М XL L 2 3 2 136.00 136.00 136.00

MSRP :€345.00

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4/22/24, 2:46 PM Order 100514 GEMMA THREE QUARTER SLEEVE 524-2160-T-SOLID WHITE 63% COTTON 37% 1,032.00 8 **POLYESTER** SHIRT COO:CHINA WOVEN TOPS-----6206 30 3011 MSRP :€325.00 XS S Μ L XL3 3 2 129.00 129.00 129.00 NYX MOTO JACKET CHOCOLATE IVORY **SHELL: 100%** 3 765.00 524-6059-H POLYESTER, LINING: 100% RECYCLED **POLYESTER** COO:CHINA WOVEN JACKETS/BLAZERS------6204 33 5010 MSRP :€645.00 XS S М 1 XL 1 1 255.00 255.00 255.00 424-2034-K **CREAM** 100% CASHMERE ANDES HALF ZIP PULLOVER 1,175.00 COO:CHINA KNIT PULLOVERS-----6110 11 0030 MSRP :€595.00 XS S Μ XLL 2 2 1 235.00 235.00 235.00 62% SUPERFINE WOOL JANESE OFF SHOULDER MIDI DRESS 524-1015-K Oxblood 3 504.00 **20% TENCEL 18% PBT POLYESTER** COO:CHINA KNIT DRESSES-----6104 41 0010 MSRP :€425.00 XS S Μ L XL1 1 1 168.00 168.00 168.00 SI-2011-K **BLACK** 62% WOOL 20% TENCEL LAVINA DRAPED OFF SHOULDER 5 620.00 **18% POLYESTER SWEATER** COO:CHINA KNIT PULLOVERS-----6110 11 0030 MSRP:€325.00 XS S M L XL 2 2 1 124.00 124.00 124.00 524-6103-DN CORONADO SHELL: 100% COTTON, AMIE ZIPPERED SLEEVE JACKET 880.00 **COMBO: 100% ACETATE** COO:TURKEY WOVEN JACKETS/BLAZERS------6204 32 2030 MSRP :€445.00 XS S М L XL 2 2 176.00 176.00 176.00 524-4079-DN-CIEL CIELO 98% COTTON 2% JENNY BELTED CROPPED PANT 816.00 **ELASTANE** COO:USA WOVEN BOTTOMS-----6204 62 1511 MSRP :€345.00

24	25	26	27	28	29	30	31	32
		2 136.00	2 136.00	1 136.00	1 136.00			

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524-4115-DN CORONADO SHELL: 100% COTTON, MILA SIDE GUSSET JEAN 8 1,248.00

COMBO: 100% ACETATE

COO:TURKEY

WOVEN BOTTOMS-----6204 62 1511

MSRP :€395.00



24	25	26	27	28	29	30	31	32
	2	2	2	1	1			
	156.00	156.00	156.00	156.00	156.00			

Payment Instructions:	Shipping Instructions:	Notes:	Qty	125
Banking Details: Jonathan Simkhai	Total Cartons		Subtotal	€22,391.00
Inc	Total Units		Discount	€3,288.45
Chase Bank: 498 7th Avenue NY, NY	Fiscal Message According to ship		Tax	€0.00
10018	to country		Tax 2	€0.00
Account number 777610028	Art.8 c.1 LETTERA A-DPR 633/72		Tax Total	€0.00
Routing number 021000021	OPERAZIONE NON IMPONIBILE		Freight	€0.00
Swift CHASUS33	All claims must be made within 7			€0.00
	days of receipt by emailing		Total	€19,102.55
	sales@jonathansimkhai.com.		Less Pmt	€0.00
	Returns are not allowed without		Balance	€19,102.55
	authorization from Jonathan			
	Simkhai Inc.			

Wholesale Terms and Conditions- accompaniment to order confirmations below

- 1. Customer purchase orders for Jonathan Simkhai products shall be deemed to become a final binding order only upon Jonathan Simkhai transmission of this written/digital order confirmation, and the final terms of the order shall be deemed to be as stated in Jonathan Simkhai order confirmation. Including all terms of the order confirmation establishing the terms of shipping and payment. Terms of the order can be edited by Jonathan Simkhai at any point prior to delivery without prior notice.
- 2. Customer may not cancel or change any final binding order. If the Customer fails to pay for or take delivery of any portion of the accepted order or cancels its purchase order for some or all of the Jonathan Simkhai products, Jonathan Simkhai may attempt to resell said cancelled Jonathan Simkhai products and the Customer shall pay Jonathan Simkhai the difference between the customers purchase order price for the cancelled Jonathan Simkhai products and the price at which Jonathan Simkhai is able to resell, plus Jonathan Simkhai costs of reselling (which amount is collectively the "Reselling Loss"). Customer shall pay Jonathan Simkhai the Reselling Loss immediately upon invoicing from Jonathan Simkhai or, at its option Jonathan Simkhai may credit any deposit monies for unshipped goods towards the Reselling Loss. Jonathan Simkhai shall bear no obligation to refund any deposit monies should Customer not take delivery of any/all Jonathan Simkhai products. Customer will bear any, and all expenses related to the cost of collection.
- 3. Jonathan Simkhai does not guarantee the availability of Jonathan Simkhai products. Jonathan Simkhai may, at any time, in its sole discretion, discontinue or limit the production or sale of or modify the design or material specifications of any Jonathan Simkhai product without any liability or obligation to Customer. If shortages of Jonathan Simkhai products occur because of economic, manufacturing, or other conditions including shortages of materials or high demand for Jonathan Simkhai products, Jonathan Simkhai may allocate its Jonathan Simkhai products amongst its Customers, on any basis at Jonathan Simkhai sole discretion. Jonathan Simkahi shall have no liability to Customer by virtue or any such shortage or allocation.
- 4. Any provision contained in any purchase order issued by Customer to Jonathan Simkhai which is inconsistent or conflicting with any provision in the order confirmation or is inconsistent or conflicting with, or in addition to, any of Jonathan Simkhai then current standard terms and conditions of sale, shall not be binding unless Jonathan specifically and expressly assents to such provision in a separate writing signed by the authorized representatives of both parties and state on its face the intention to modify certain specifically identified terms which must be set forth in the writing.
- 5. All completion dates are ex-works, and if the completion date of a shipping window stated on the order confirmation happens to fall on a holiday or weekend the completion date would be the following business day. So long as Jonathan Simkhai notifies the Customer of ready goods within the shipping window, the order is deemed to be on-time. Should the Customer be silent to the ready goods notifications Jonathan Simkhai may, at any time, and its sole discretion reallocate the ready goods to other Customers and bears no obligation to refund any deposit monies.
- 6. Customers with Net payment terms are granted such terms contingent on factor approval at the time of shipment.
- 7. Prices shall be in US Dollars or Euros and Customer shall make payments in US Dollars or Euros in accordance with the prices confirmed on the order confirmation. All orders ship from either Los Angeles, CA, the Netherlands, Hong Kong or Canada depending on the Customers location.
- 8. For all international Customers and new domestic Customers, unless otherwise stated in the order confirmation's terms, all orders require an advance, non-refundable, 30% deposit, which will be due within ten (10) business days after written order confirmation from Jonathan. Balance payment will be when the goods are ready to ship. Payment shall be deemed made when Jonathan Simkhai confirms that the payment is received into such account. Payment shall be made by the Customer via wire transfer or credit card and Customer shall pay all bank charges and other fees, costs, taxes or other expenses associated with the payment.
- 9. For all Customers, shipping is the financial and logistical responsibility of the Customer. For delivery, Customer shall designate a freight carrier in advance and bear all responsibility for arranging the loading, shipment, export, and import of the Jonathan Simkhai products pursuant to the order in conformity with all U.S. and foreign laws, and shall pay all related fees, taxes, duties, imports, and costs, including, without limitation any special export packing, freight insurance, freight forwarder expenses, and other surcharges such as taxes, license or certification fees, and import or customs duties imposed in connection with the transactions contemplated with this order confirmation. Title and risk of loss, relating to the Jonathan Simkhai products shall pass to Customer upon delivery to the freight carrier. In the event a customer does not have a freight forwarder or shipping account and requires us to use our own account we will charge 5% of the shipment value to cover freight and insurance.

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10. Subject to the terms of this order confirmation, Jonathan Simkhai hereby appoints Customer as a non-exclusive, authorized retailer of Jonathan Simkhai products, but only through Authorized Distribution Channels. The Authorized Distribution Channel is solely the brick-and-mortar physical store location indicated in the ship to or notes section of the order confirmation. The Customer shall not sell any of the Jonathan Simkhai products through the internet whether it be the Customers own e-commerce website, platform site, or social media channel without the expressed written approval of Jonathan Simkhai.

- 11. Customer may not use any of the Jonathan Simkhai Marks, Jonathan Simkhai Product Mark any reproduction or variation thereof, in any manner whatsoever, or Jonathan Intellectual Property (including but not limited to any marketing materials, social media posts, website, platform site, hashtags or catalogs) without the expressed written approval of Jonathan Simkhai.
- 12. Any dispute, action or proceeding arising out of or relating in any way to this order, or the business relationship between Jonathan Simkhai and Customer will be governed under the Laws of the State of California without regard to any conflict of law principles. The parties expressly disclaim and exclude the applicability of the UN Convention on Contracts for the International Sale of Goods (1980). Venue for any action or proceeding arising out of or relating in any way to this Order, or the business relationship between Jonathan and Customer, shall lie in Los Angeles County to the exclusion of all others. CUSTOMER HEREBY WAIVES ANY OBJECTION OR DEFENSES BASED ON LACK OF PERSONAL JURISDICTION AND SUBMITS ITSELF TO THE JURISDICTION OF THE LAWS AND COURTS OF THE STATE OF CALIFORNIA

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