

Sojitz Fashion VANCET-NET Terms of Service

Article 1. Application of these Terms

These Terms of Service ("Terms") concern the usage of the merchandise sales site VANCET-NET ("Site") provided through the Internet by Sojitz Fashion Co., Ltd. ("Sojitz Fashion") and shall apply to a customer who purchases merchandise through the Company and the Site ("Customer" or "Customers").

Article 2. Content of the Site

A Customer can purchase merchandise introduced through the Site and sold by Sojitz Fashion ("Merchandise") in accordance with the particulars set forth on the Site.

Article 3. Conditions of use

A Customer wishing to purchase Merchandise through the Site may make Merchandise purchases subject to acceptance of these Terms.

A Customer wishing to purchase Merchandise will be deemed to have accepted these Terms by clicking the "Order Complete" button on the screen of the Site. The Terms apply commonly to all Merchandise sales contracts ("Purchase Contracts") concluded between Sojitz Fashion and a Customer through the Site.

Article 4. Purchase of Merchandise

1. A Customer can make Merchandise purchases based on the conditions, methods, and procedures, etc., set forth on the Site ("Prescribed Method").
2. A Purchase Contract for Merchandise shall come into being between Sojitz Fashion and a Customer when Sojitz Fashion accepts a Customer's proposition to purchase. Sojitz Fashion shall be able to determine at its discretion whether or not to accept a Customer's proposition to purchase.
3. Sojitz Fashion's acceptance of a Customer's proposition to purchase shall be made by e-mail and shall occur when the acceptance email of Sojitz Fashion is transmitted from the server of Sojitz Fashion.
4. After applying for purchase by customers, the cancellation button will be displayed on the order completion and order history screen on the Sales Site within a certain period of time. By pressing this button, it is possible to accept cancellation on the site. However, if the button disappears from the site and it's not possible to press the button, any changes or cancellations cannot be made on the site. In that case, any changes or cancellations shall be applied to Sojitz Fashion by customers in writing. It shall be established only if it is accepted by Sojitz Fashion. Changes and cancellations cannot be made that do not conform to the relevant method.
5. Sojitz Fashion shall be able to cancel a concluded Purchase Contract in any of the following cases.
 - (1) A previous breach of these Terms by the Customer.
 - (2) False, incorrect, or incomplete vital information reported by the Customer to Sojitz Fashion at the time of the proposition to purchase.
 - (3) A previous failure to make payment to Sojitz Fashion by the Customer.
 - (4) Interference with the operations of the Site or other obstructing intervention by the Customer.
 - (5) A previous refusal by the Customer to return or receive Merchandise without proper reason.
 - (6) A shipping destination for Merchandise specified by the Customer outside Japan.
 - (7) Obvious error found in purchase terms, etc., indicated by Sojitz Fashion on the Site.
 - (8) Purchase proposition for Merchandise no longer available due to a reason outside the responsibility of Sojitz Fashion.
 - (9) Other cases where cancellation is considered appropriate by Sojitz Fashion.
6. A Customer proposing to enter into a Purchase Contract shall agree to following matters.
 - (1) Sample cuts of Merchandise shall be limited per item to 20 meters in increments of 1 meter. The purchaser will be charged an additional cutting fee per item.
 - (2) Generally, the shipping cost to the place of delivery of the Merchandise shall be paid by the seller. However, an additional charge will be billed to the purchaser in case of a place of delivery in Okinawa and other distant location or expenses necessitated by the buyer's request for delivery outside the seller's specifications.
 - (3) Shipment of packaged Merchandise incurs an extra charge of 10 yen/meter on the contracted regular unit price.

Article 5. Delivery and invoicing

1. After each shipment is completed, the invoice will be sent to customer each time. It will be also available to check on the site. If customers wish to send the invoice by post, we will send it by paper.
2. A delivery of Merchandise from Sojitz Fashion to a Customer ("Delivery") shall be completed when the Merchandise is delivered to the delivery location specified in the Purchase Contract. However, if despite reasonable efforts by Sojitz Fashion a delivery is delayed or impracticable with respect to the delivery time and place of delivery stipulated in a Purchase Contract, Sojitz Fashion incurs no compensation liability or other responsibility to a Customer on grounds of the delivery being delayed or impracticable.
3. When Merchandise has been shipped in accordance with a Purchase Contract but cannot be delivered because the recipient is absent or the stated shipping address is unknown, in such a case, absent contact from the Customer within one week from the date of the first attempt at delivery, Sojitz Fashion can terminate the Purchase Contract without notice or peremptory notice to the Customer. The same shall apply if a delivery cannot be carried out due to the recipient's refusal to take receipt. In such a case, Sojitz Fashion can claim of the Customer compensation for damages incurred as a consequence.
4. Destruction, damage, theft, or loss of Merchandise after delivery and any and all other risks are for the Customer to incur.
5. Sojitz Fashion will send the Customer a comprehensive bill for the purchase price of delivered Merchandise in accordance with the billing terms and conditions established separately hereof between Sojitz Fashion and the Customer.

Article 6. Duty of inspection

1. A customer shall inspect the Merchandise immediately upon delivery and notify Sojitz Fashion immediately if any defect, shortfall, or excess quantity is discovered.
2. Unless notice pursuant to the preceding paragraph reaches Sojitz Fashion within 30 days after delivery, Sojitz Fashion will neither be liable for a defect nor responsible for a shortfall or excess quantity of the Merchandise.

Article 7. Transfer of ownership

Ownership of the Merchandise shall transfer from Sojitz Fashion to the Customer concurrent with delivery.

Article 8. Replacement and return of Merchandise

1. A Customer can claim of Sojitz Fashion a replacement of Merchandise delivered to and received by the Customer only if any of the following conditions is met and if a notice stipulated in article 6, paragraph 1, has arrived at Sojitz Fashion within the period stipulated in article 6, paragraph 2. However, Merchandise once used cannot be replaced.
 - (1) The delivered Merchandise is different from the Merchandise specified in the Purchase Contract
 - (2) The delivered Merchandise has an obvious defect
 - (3) The Merchandise is soiled or damaged due to an accident during shipment or due to other reasons attributable to Sojitz Fashion
2. Shipping and other costs associated with a replacement of Merchandise pursuant to the preceding paragraph will be paid by Sojitz Fashion. A representative of Sojitz Fashion will contact the Customer with the expected replacement date and other information. If a replacement is difficult or impossible to arrange, or if it takes a significant amount of time to deliver a replacement, Sojitz Fashion will notify the Customer and can cancel the Purchase Contract by refunding the purchase price if already paid. Sojitz Fashion will not on grounds of the cancellation incur any compensation liability or other responsibility to the Customer.
3. The stipulations of the preceding two paragraphs comprise the total liability of Sojitz Fashion in connection with defects of Merchandise.

Article 9. Purchase price payments

1. A Customer must pay Sojitz Fashion the price of Merchandise by the payment due date and in accordance with the payment terms determined separately between Sojitz Fashion and Customers.
2. If a Customer pays by bill or check, the payment is completed when the bill or check has been settled.
3. A Customer must prior to payment of the purchase price return to Sojitz Fashion an itemized payment statement.
4. Banking charges, etc., associated with a payment must be paid by the Customer.

Article 10. Late fee

If a Customer has failed to pay to Sojitz Fashion the price of Merchandise or any other payment, the Customer shall pay to Sojitz Fashion in cash a late fee of 18.25% per year for the period from the day after the original payment due date of the subject obligation until the day payment completion.

Article 11. Acceleration clause

If a Customer meets any of the following conditions (including the co-signor of the Customer; the same shall apply in remainder of this article), any and all obligations of the Customer to Sojitz Fashion (including but not limited to obligations under these Terms, Purchase Contracts, or other agreements between Sojitz Fashion and the Customer (collectively, "Agreements, etc.")) shall automatically come due for immediate payment to be made by the Customer to Sojitz Fashion

in cash in the full amount. Furthermore, Customers agree in advance to provisional attachment for the benefit of Sojitz Fashion concerning first refusal rights to movables with regard to the Merchandise if a Customer meets any of the following conditions.

- (i) Failure, in part or in total, to perform a financial obligation under Agreements, etc.
- (ii) Breach of Agreements, etc., other than pursuant to the preceding item and failure to remedy the breach within seven days upon peremptory notice.
- (iii) Criminal charges brought against the representative, or unknown whereabouts of the representative of the Customer.
- (iv) Notice served by a regulatory agency of disposition of business suspension, or cancellation of business license or business registration.
- (v) Unpaid return of a bill or check, or other occurrence of equity insolvency or balance sheet insolvency.
- (vi) Filing for commencement of proceedings of bankruptcy, special liquidation, corporate reconstruction, civil rehabilitation, or other statutory bankruptcy proceedings (including enactments of statutes after the conclusion of this agreement), or commencement of proceedings of voluntary liquidation, or a possibility of any of the foregoing.
- (vii) Notice served of filing of petition for attachment, provisional attachment, provisional disposition, or foreclosure auction, or imposition of a tax delinquency disposition, or other disposition of a public authority. However, minor matters without significant effect on the performance of Agreements, etc., shall be excluded.
- (viii) Capital reduction, business divestiture in total or material part; demerger, discontinuation, or change of operations in material part; or dissolution other than due to merger (including statutory dissolution).
- (ix) Action committed in breach, or potentially in breach, of laws and regulations.

Article 12. Set-off

When Sojitz Fashion owns claims to receivables (including but not limited to receivables under Agreements, etc.) whose performance by the Customer can be demanded by Sojitz Fashion owing to the arrival of the performance due date, or owing to acceleration pursuant to the preceding article, or based on other reasons, Sojitz Fashion can irrespective of other agreements between Sojitz Fashion and the Customer setoff in equivalent amounts between such claims to receivables of Sojitz Fashion from the Customer and payables of Sojitz Fashion to the Customer (including but not limited to payables under Agreements, etc.). However, if in connection with a set-off the claims to receivables from the Customer owned by Sojitz Fashion are bill receivables, Sojitz Fashion shall neither present such bills to the Customer nor require their purchase

Article 13. Suspension of performance, cancellation of agreement.

If a Customer meets any of the conditions enumerated in article 11, Sojitz Fashion shall be able to suspend the performance of this Agreement or cancel this Agreement, respectively in part or in total, immediately without peremptory notice. In such a case, irrespective of whether or not suspension or termination is exercised, Sojitz Fashion shall be able to claim compensation for damages sustained by Sojitz Fashion.

Article 14. Legal compliance; exclusion of organized crime

1. Sojitz Fashion and Customers (including Customers' co-signors; the same shall apply in the remainder of this article.) shall comply with relevant domestic and international laws and regulations regarding transactions under these Terms.
2. Sojitz Fashion and a Customer, respectively, shall represent and warrant that they do not constitute organized crime and have no connection with organized crime. Sojitz Fashion or a Customer shall be able, if their counterparty has breached these representations and warranties, to call due for immediate settlement, suspend the performance, or cancel immediately and without peremptory notice any or all agreements existing between Sojitz Fashion and the Customer, and claim of the counterparty compensation for damages sustained as a consequence.

Article 15. User registration

1. A Customer who in accordance with the Prescribed Method stipulated on the Site has registered on the Site the information to be entered when proposing to purchase Merchandise, such as the Customer's name, address, telephone number, and email address, etc., ("User Registration"), need not enter the same information on the occasion of subsequent purchases.
2. Sojitz Fashion will in accordance with the standards of Sojitz Fashion decide on the approval of a User Registration and will notify the applicant if the User Registration has been approved. This notice completes the User Registration.
3. A Customer who has completed the User Registration shall be responsible for managing the ID issued at the time of the User Registration and the password set by the Customer. Note that if the Site is accessed using a Customer's ID and registered password, the Site shall be deemed accessed by that Customer at that Customer's liability.

Article 16. Change in notified information

A Customer shall promptly notify Sojitz Fashion in accordance with the Prescribed Method in case of any change or correction in the name, trade name, address, telephone number, or e-mail address, etc., of the Customer that has been notified to Sojitz Fashion associated with a purchase of Merchandise. Note that notices from Sojitz Fashion shall be deemed to have arrived at the Customer at the time a notice should have normally reached the Customer when sent to the service address notified the Customer to Sojitz Fashion. A Customer shall be liable for any and all damages arising due to a Customer's failure to notify Sojitz Fashion.

Article 17. Change, transfer, and termination, etc., of the Site

1. Sojitz Fashion can without prior notice to a Customer change, supplement, interrupt, or suspend, etc., the Site and its contents, and change or supplement its terms of use (including due to Site maintenance, construction, or other circumstances).
2. Subject to prior notice posted on the Site, Sojitz Fashion can discontinue the Site in part or in total.
3. Subject to prior notice posted on the Site, Sojitz Fashion can assign to a third party, or cause a third party to assume, all or part of the rights and duties under these Terms.
4. Sojitz Fashion is not liable for damages sustained by a Customer due to change, interruption, or discontinuation, etc., of the Site pursuant to this article.

Article 18. Temporary interruption of the Site

In the following cases Sojitz Fashion can temporarily interrupt the Site without prior notice to Customers.

- (1) In case of regular or emergency maintenance of equipment, etc., related to the provision of the Site
- (2) If the provision of the Site is disabled due to fire, power failure, natural disaster, or other events of force majeure
- (3) If other administrative, operational, or technical circumstances require a temporary interruption of the Site in the judgment of Sojitz Fashion.

Article 19. Change of these Terms

Sojitz Fashion can without obtaining the approval of Customers change these Terms by posting the changed Terms on the Site.

A change shall take effect beginning with the effective date determined by Sojitz Fashion.

Absent such determination, a change shall take effect beginning with the date of its posting on the Site.

Article 20. Responsibility of Customers

1. A Customer shall use the Site in accordance with these Terms and shall be responsible for their use of the Site.
2. A Customer who receives an inquiry, complaint, or encounters controversy from a third party shall address and resolve the matter at the Customer's liability and cost.
3. A Customer who in connection with the use of the Site causes damages to a third party shall be liable to compensate the damages without involving Sojitz Fashion or causing a loss to Sojitz Fashion.

Article 21. Attribution of costs

1. A Customer shall incur all costs necessary for the use of the Site such as terminal, software, telephone, and all other equipment necessary for the use of the Site.
2. A Customer shall arrange for an Internet connection from an Internet service provider for the Customer's terminal necessary for the use of the Site and shall incur telephone costs and other charges.

Article 22. Customers' responsibility for User environment maintenance

In order to avoid disruption to the use of the Site, a Customer shall maintain the terminal and other environment for the use of the Site in proper working order.

Article 23. Prohibitions

A Customer shall not engage in any of the following actions in connection with the use of the Site.

- (1) Action using the Site for an improper purpose
- (2) Action that will obstruct the operations of the Site
- (3) Action connection to crime such as fraud, etc.
- (4) Action using the Site under the guise of a third-party identity
- (5) Action involving the transmission or provision, or enticement thereof, of harmful computer programs including computer viruses, etc.
- (6) Action contravening laws and regulations, or public order and morals, or action to the detriment of a third party
- (7) Other action contravening, or potentially contravening, laws and regulations

Article 24. Handling of personal information

1. Sojitz Fashion handles information that identifies individual Customers (including information that identifies individuals belonging to corporate Customers and information concerning the usage status of the Site; in the following "Personal Information") appropriately in accordance with the personal information protection policy of Sojitz Fashion.

2. Sojitz Fashion may use or disclose personal information for the following purposes. Customers can arrange for such usages to be stopped or resumed by filing a request with Sojitz Fashion.

- (1) Merchandise sales contracts and shipments based on the Site.
 - (2) Dissemination of emails containing information on services, etc., meeting individual Customers' needs.
 - (3) Disclosure to shipment service providers and after-sales service providers for Merchandise.
 - (4) Disclosures judged necessary on reasonable grounds by Sojitz Fashion for the protection of important values, such as the life, health, or property of a Customer or the protection of public interest.
 - (5) Disclosures required based on laws and regulation by courts, prosecutors, police force, and other state agencies.
 - (6) Other uses or disclosures with the prior consent of the Customer.
3. Sojitz Fashion can aggregate, analyze, and process personal information to preclude personal identification ("Statistical Materials") which Sojitz Fashion can use and handle for the promotion of its business such as the development of new services. Sojitz Fashion may also provide Statistical Materials to its business partners.
4. Customers' personal information is encrypted using the SSL method to prevent leakage.
5. Sojitz Fashion uses cookies to provide Customers with useful functions.
While it is possible for a Customer to choose browser settings to preclude the use of cookies, Sojitz Fashion is not responsible if a page of the Site is in part or in total rendered unusable as a consequence.

Article 25. Confidentiality

Except for information already publicly known, Sojitz Fashion and a Customer shall not divulge to a third party any business secrets of the other party accessible in connection with Agreements, etc., and shall not make use thereof other than for the performance of Agreements, etc.

Article 26. Claim to compensation for damages

If a Customer (or a third party) has caused damages to Sojitz Fashion, Sojitz Fashion can claim compensation for damages from that Customer.

Article 27. User registration cancellation

If a Customer meets any of the following conditions, Sojitz Fashion can immediately cancel this agreement without advance notice to the Customer.

- (1) Breach of this agreement and failure to remedy the breach within a period of reasonable length stipulated in a peremptory notice received by the Customer.
- (2) Unpaid return of a bill or check drawn or endorsed by the Customer.
- (3) Voluntary or third-party petition for commencement of proceedings of bankruptcy, civil rehabilitation, or corporate reconstruction.
- (4) Notice served of compulsory execution such as attachment, provisional attachment, or provisional disposition.
- (5) Resolution for dissolution, merger, or assignment of business operations in total or material part.
- (6) Deterioration in business affairs or a finding that such possibility exists.
- (7) Notice served of tax delinquency disposition.
- (8) Customers do not log in for one year from the last login date.

Article 28. Disclaimer

1. Sojitz Fashion is not liable to a Customer in connection with a change, transfer, or discontinuation, etc., of the Site pursuant to article 17.
2. Sojitz Fashion is not liable for damages sustained by a Customer due to a temporary suspension of the Site pursuant to article 18.
3. Sojitz Fashion is not liable if a Customer is unable to use the Site in part or in total due to a deficiency in the User environment, etc., of the Site or a reason attributable to a third party.
4. The stipulations of these Terms comprise the total liability of Sojitz Fashion to a Customer in connection with Merchandise or the Site. Moreover, Sojitz Fashion is not in any circumstances liable for special, indirect, and consequential damages, etc. (including lost profits). In case a Customer has sustained damages caused by Merchandise, the purchase price of the Merchandise that has caused the damages shall be the limit of Sojitz Fashion's liability to the Customer.
5. A seller is not liable for delay or failure to perform all or part of a Purchase Contract due to non-performance of a financial obligation, delay in customs clearance or port entry, or other reasons not attributable to Seller as a result of natural disaster, war, civil war, riot, enactment or revision of domestic and foreign laws, orders, dispositions, or guidance by a public authority, labor dispute, accident during transportation or storage, or force majeure including with respect to manufacturers or suppliers.

Article 29. Copyrights

1. A Customer shall not without the advance written permission of Sojitz Fashion use (including duplication, modification, uploading, posting, transmission, distribution, licensing, sales, and publication, etc.) beyond personal use or other than expressly permitted by law, reprints of images or articles and their accompanying data, including catalog (pattern) information posted on the Site.
2. A Customer shall not modify the contents of the Site in whole or in part without the permission of Sojitz Fashion.

Article 30. Consultative matters

Matters not stipulated in these Terms and points of doubt concerning the construal of these Terms shall be determined based on consultations between Sojitz Fashion and the Customer to be held in accordance with the principle of good faith and fair dealing.

Article 31. Agreed jurisdiction

The Terms and Purchase Contracts shall be governed by the laws of Japan. In case of litigation in connection with rights and duties arising from these Terms and Purchase Contracts, the Osaka District Court or the Osaka Summary Court shall be the agreed court of exclusive jurisdiction in the first instance.

Supplementary provision: The Terms take effect beginning August 18, 2008

Revised July 1, 2009

Revised August 23, 2010

Revised April 1, 2022