

# **Buyers terms and conditions**

These Terms and Conditions ("Agreement") govern the participation of buyers ("Buyers") on Encore's B2B marketplace. By registering on Encore and engaging in transactions, Buyers expressly agree to comply with the following terms and conditions. Failure to comply may result in account suspension, financial penalties, legal actions, or permanent termination from the platform.

Encore reserves the right to modify these terms at any time, with or without notice. Continued use of the platform constitutes acceptance of the latest terms.

### 1. Buyer Eligibility & General Compliance

To maintain the integrity of Encore's marketplace, all Buyers must:

• Provide accurate and verifiable business information, including company registration, tax identification number (if applicable), and legal documentation upon request.

• Comply with all local, national, and international trade regulations, including but not limited to import/export laws, consumer protection regulations, and anti-fraud statutes.

• Use Encore solely for legitimate business purposes. Any attempt to use the platform for money laundering, fraudulent transactions, or illegal business activities will result in immediate account termination and legal action.

• Maintain strict confidentiality regarding the personal and business information of Manufacturers, ensuring that all interactions are conducted ethically and professionally.

#### 2. Order Placement & Purchase Obligations

By placing an order on Encore, Buyers agree to the following terms:

• All orders are legally binding once confirmed. Buyers are obligated to complete payment and accept delivery unless exceptional circumstances apply.

• Orders cannot be canceled or modified after confirmation unless the Manufacturer agrees to such changes in writing.

• Buyers must ensure that all order details, including product specifications, quantities, and delivery terms, are accurate before submission.

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• Placing fraudulent orders, using false payment information, or engaging in any deceptive transaction practices will result in immediate account termination and potential legal action.

# 3. Pricing, Payment, & Fees

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Encore enforces strict payment and pricing policies:

- Buyers must pay the total amount due, including product price, applicable taxes, shipping fees, and any additional service charges, as outlined in the order invoice.
- Payments must be made through Encore's secure payment system. Any attempt to circumvent Encore's payment process will result in account suspension and possible legal consequences.
- Payment terms, including deadlines, installment options, and financing (if available), are determined by the Manufacturer and must be honored by the Buyer.

• In cases of delayed payments, Encore reserves the right to impose late fees and suspend the Buyer's purchasing privileges until outstanding balances are settled.

### 4. Delivery, Shipping, & Product Inspection

Buyers must adhere to the following delivery and inspection guidelines:

- Delivery times and shipping methods are determined by the Manufacturer. Encore is not responsible for logistics but ensures compliance with promised delivery schedules.
- Buyers must provide a valid and accessible delivery address. Any failure to do so may result in additional shipping charges or order cancellation at the Buyer's expense.
- Upon receipt, Buyers must immediately inspect the products for any damage, defects, or discrepancies.
- If an issue is found, the Buyer must notify Encore and the Manufacturer within 48 hours of delivery, providing clear evidence (photos, descriptions, etc.).
- Failure to report defects within the specified time frame will be considered Buyer acceptance, and no claims will be entertained thereafter.

# 5. Returns, Refunds & Dispute Resolution

Encore enforces a strict but fair return and dispute resolution process:

• Returns and refunds are only permitted if products are defective, damaged, or significantly different from the listed description.

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• Change-of-mind returns are not accepted, except where explicitly stated in the Manufacturer's return policy.

• If a refund is approved, it will be processed within 14 business days, subject to Manufacturer



confirmation and Encore's verification.

• In case of disputes, Buyers must first attempt to resolve the issue directly with the Manufacturer. If a resolution cannot be reached, Encore will intervene through a formal dispute resolution process.

• Encore's decision in dispute cases will be final and binding, and Buyers must comply with the resolutions set forth.

# 6. Product Liability & Legal Compliance

Buyers assume full responsibility for the lawful and appropriate use of products purchased on Encore:

• Buyers must ensure that purchased products comply with all regulatory and safety requirements in their respective regions.

• Encore does not assume liability for misuse, improper storage, or unauthorized resale of products by Buyers.

• If a Buyer engages in illegal reselling, counterfeiting, or unauthorized distribution, Encore reserves the right to take legal action and permanently terminate their account.

# 7. Ethical Conduct & Platform Integrity

Encore enforces strict ethical guidelines to maintain a professional marketplace:

- Buyers must not attempt to negotiate or conduct business outside of Encore's platform. Any efforts to bypass Encore's marketplace, avoid fees, or arrange direct payments with Manufacturers will result in immediate suspension and financial penalties.
- Buyers are strictly prohibited from manipulating reviews, submitting fake orders, or engaging in any fraudulent activities to gain unfair advantages.

• Buyers must treat Manufacturers, Encore representatives, and other users with professionalism and respect. Any abusive, harassing, or unethical behavior will lead to account suspension.

• Encore reserves the right to monitor transactions, communication, and behavior on the platform to prevent fraud and ensure compliance with all policies.

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# 8. Account Suspension, Termination & Penalties

Encore reserves the right to enforce penalties, suspensions, and terminations for noncompliance. Violations may result in:



• Financial Penalties: Applied for repeated policy violations, failed payments, fraudulent activities, or platform abuse.

• Temporary Suspension: Applied in cases of non-payment, order disputes, or repeated minor infractions. Suspensions range from 7 to 30 days, depending on the severity of the violation.

• Permanent Termination: Immediate and irreversible termination will be imposed for:

o Fraudulent transactions or payment disputes initiated in bad faith.

o Unauthorized reselling, counterfeiting, or illegal business practices.

o Attempting to divert transactions outside Encore's platform.

o Repeated or severe breaches of platform rules.

• Legal Action: Encore reserves the right to pursue legal measures against Buyers engaging in fraudulent, unlawful, or unethical activities.

# 9. Governing Law & Amendments

• Encore reserves the right to update and modify these terms at any time. Buyers must regularly review the latest policies and remain compliant.

• Any disputes arising from this Agreement will be governed by Egyptian commercial law and subject to arbitration, where applicable.

# **10. Acceptance of Terms**

By registering and making purchases on Encore, Buyers expressly acknowledge and accept all terms and conditions outlined in this Agreement. Non-compliance will result in strict enforcement actions, ensuring that Encore remains a secure, transparent, and professional B2B marketplace for all participants.