



TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

The CB 619 International B.V., registered in the trade register under number 75009625, with offices in Hengelo (Ov), Beethovelaan 14, 7557 BD. These general terms and conditions apply to all deliveries from Causeway Bay.

Article 1: Definitions

1. In these General Terms and Conditions CB 619 International B.V. is understood by the meaning: Causeway Bay
2. In these General Terms and Conditions, the buyer is also understood to mean the person on whose instructions and for whose account services are provided, as well as the person with whom purchase agreements for the delivery of products are concluded.

Article 2: General/Applicability

1. These conditions apply to the exclusion of the General Conditions of purchasers to all offers, purchase agreements and deliveries of products and to all offers and agreements such as the provision of services between Causeway Bay and its purchasers.
2. Any purchase or other conditions only form part of an agreement insofar as those conditions or conditions have been expressly accepted by Causeway Bay in writing.
3. The purchaser with whom a contract has been concluded in the past on (other) General Terms and Conditions agrees to the applicability of these General Terms and Conditions to subsequent agreements between the purchaser and Causeway Bay.

Article 3: Offers / Industrial property

1. All offers in price lists, circulars, advertisements, order confirmations, letters, wherever published or however made, are always without obligation.
2. All rights by virtue of industrial and intellectual property, as well as copyrights, remain vested in Causeway Bay.

Article 4: Agreement

1. An agreement is concluded when the purchaser places an order via the webshop, by telephone, by e-mail or in writing, unless Causeway Bay informs the purchaser within 48 hours of placing the order, by e-mail and/or in writing that it does not accept the order. The foregoing also applies to suppliers designated by Causeway Bay, from whom the purchaser orders directly.

Article 5: Prices

1. All prices are exclusive of VAT and expressed in Euros (€), unless explicitly stated otherwise.
2. All prices are based on the price lists applicable at the time of the conclusion of the agreement, or subsequent quotations via a system automated by Causeway Bay, or by e-mail or in writing.
3. If after the conclusion of the agreement one or more cost price factors undergo an increase, Causeway Bay is entitled to pass this on in the price.

Article 6: Payment

1. All payments shall be collected by bank transfer within 8 days of the invoice date, unless Causeway Bay will demand cash payment upon delivery or prepayment.
2. If the purchaser has not paid on time or in full, or as a direct debit for whatever reason was not possible, he shall be in default by operation of law without any further notice of default being required. In that case, all claims of Causeway Bay against the purchaser to which these General Terms and Conditions apply shall be immediately due and payable. In that case, the purchaser shall also owe Causeway Bay an annual interest rate of 3% above the 3-month Euribor rate applied by the Nederlandse Bank at that time, with a minimum of 8.5%, whereby part of a month shall be considered a full month.
3. All costs related to the collection, in particular extrajudicial costs, are for the account of the buyer. The extrajudicial costs shall be set at a minimum of 15% of the principal amount due, with an absolute minimum of € 150.
4. Every payment by the buyer will first serve to pay the interest due and then to pay the costs of collection, with the exception of the legal costs. Only after payment of these amounts will any payment by the buyer be deducted from the principal amount of the outstanding claims, the oldest outstanding claim being the first to be written off.
5. The purchaser is not entitled to apply set-off in respect of amounts charged by Causeway Bay pursuant to an agreement existing between them.
6. Causeway Bay is always entitled, also during the execution of the agreement, to suspend the fulfilment of its obligation until the purchaser has provided security for the fulfilment of its payment obligations at Causeway Bay's request. In addition, Causeway Bay is also entitled to require security for future deliveries to the purchaser.

Article 7: Retention of title

1. The ownership of all products delivered by Causeway Bay to the purchaser shall remain with Causeway Bay as long as the purchaser has not paid Causeway Bay claims in respect of a purchase agreement or for any reason whatsoever, as long as the purchaser has not yet paid the work performed or to be performed under any other agreement and as long as the purchaser has not paid Causeway Bay claims due to failure to fulfil such obligations, including claims relating to fines, interest and costs. In this case Causeway Bay is entitled to bring the delivered products under its control, including entering the purchaser's premises, in order to remove the products in question from the purchaser's shop and warehouse. Packaging never becomes the property of the buyer.
2. The Buyer is permitted to sell the products delivered subject to retention of title to third parties within the framework of the normal conduct of its business. The purchaser is not entitled to establish a pledge or a non-possessory pledge on the products delivered by Causeway Bay.
3. In addition to the retention of title referred to in article 7.1, the purchaser undertakes to reserve a non-possessory pledge at Causeway Bay first request to that effect and,

insofar as necessary, to establish a pledge on the products delivered by Causeway Bay to the purchaser as security for all existing and future claims of Causeway Bay, on whatever grounds.

Article 8: Delivery by Causeway Bay, delivery time, risk

1. The orders shall be delivered by Causeway Bay according to a delivery schedule to be announced by Causeway Bay. Causeway Bay is at all times entitled to change or adapt this schedule. The purchaser shall also observe the instructions given by Causeway Bay with regard to the manner in which orders must be placed. If the purchaser deviates from the method of ordering set by Causeway Bay, the (extra) costs incurred for this shall be charged to the purchaser.
2. Agreed delivery times are, unless otherwise agreed in writing, never to be considered deadlines. If any term threatens to be exceeded, Causeway Bay and the purchaser shall consult each other as soon as possible. In the event of late delivery, Causeway Bay must be given notice of default, subject to a reasonable period of time.
3. Delivery shall be Exworks ex Causeway Bay warehouse, unless otherwise agreed. Causeway Bay is entirely free to determine the method of transport in accordance with the applicable statutory provisions; in all cases in which the products are not delivered according to the delivery schedule at the request of the purchaser, the transport costs are entirely at the expense of the purchaser.
4. Without prejudice to the provisions of paragraph 3 of this article, immediately after delivery, the buyer bears the risk for all direct and indirect damage to or caused by the delivered products or parts thereof.
5. Pallets, roll containers and transport boxes that remain the property of Causeway Bay at all times must be ready to be taken back in the same number upon the next delivery. The said means of transport must be delivered in such a way that they occupy the least possible space. Additional means of transport can only and only be delivered in close consultation and with the permission of Causeway Bay and against payment.

Article 9: Delivery by third-party supplier

1. Causeway Bay is authorised to use third party suppliers to be appointed by Causeway Bay. Causeway Bay shall exercise due care in selecting the third party supplier.
2. The third-party supplier delivers the products to be paid for via Causeway Bay directly to the purchaser. Where appropriate, the purchaser may order the third party supplier's products directly from Causeway Bay. In the case of direct deliveries, payment of Causeway Bay continues to be made.
3. Causeway Bay is not liable for shortcomings and/or faulty deliveries by the third-party supplier. Causeway Bay shall assist the purchaser as much as possible in submitting any claims for damages that the purchaser may have against the third-party supplier in the event of shortcomings and/or faulty deliveries by the third-party supplier.

Article 10: Complaints on products / packaging delivered by Causeway Bay

1. Upon delivery and receipt of the products delivered by Causeway Bay, the purchaser must check whether the delivery corresponds to his order or assignment.
2. Complaints regarding visible defects and/or defects or surplus reports of the delivery must be reported to Causeway Bay in writing immediately, but at the latest within 24 hours of the delivery date. Other complaints relating to products delivered shall only be taken into consideration by Causeway Bay if they have been brought to Causeway Bay attention within

24 hours after the purchaser could reasonably have discovered the defect. After the expiry of this period, the purchaser is deemed to have found the delivered goods to be in order.

3. Any rights under this article only apply to the first buyer. The buyer is not entitled to suspend payment of the delivered goods on the grounds of apparent defects; if the complaint proves to be well-founded, repayment may be made later.
4. The purchaser may only return goods delivered after he has given his consent and with the express written consent of Causeway Bay.
5. Exchange of articles is only possible if such exchange is desired as a result of an identifiable and culpable erroneous act by Causeway Bay, provided that these articles are offered in closed, original factory packaging as delivered.

Article 11: Force majeure

1. Causeway Bay is not obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that cannot be attributed to its fault, nor for its account by virtue of the law, legal act or generally accepted practice.
2. If Causeway Bay is unable to fulfil its obligations under the agreement or is unable to do so in time due to force majeure or other extraordinary circumstances, such as, but not limited to, strikes, stagnation in the supply of products, port strikes and fire, either at Causeway Bay or its suppliers, Causeway Bay has the right to execute the agreement within a reasonable period of time, or - if fulfilment within a reasonable period of time is not possible - to declare the agreement wholly or partially dissolved.
3. In the aforementioned case, the buyer is not entitled to dissolve the agreement.

Article 12: Termination

1. If the purchaser fails to fulfil one or more of his obligations arising from the contract, or to do so on time or properly, Causeway Bay shall be entitled, without further notice of default or judicial intervention and without being obliged to pay any compensation, to suspend the delivery of the products and/or to dissolve the relevant purchase agreement with immediate effect by means of a written notification to the purchaser, such without prejudice to all other rights accruing to Causeway Bay.
2. If, at the time of termination, the purchaser had already received performance in the performance of the contract, the contract shall only be partially dissolved and only in respect of that part that has not yet been performed by Causeway Bay. Amounts that Causeway Bay has invoiced prior to the dissolution in connection with what it has already performed or delivered in the performance of the agreement shall remain due in full and shall become immediately due and payable at the time of the dissolution.
3. All claims of Causeway Bay are immediately and fully due and payable if the purchaser fails to fulfil his obligations, or in the event of his bankruptcy or suspension of payments, or if the purchaser loses or threatens to lose free disposal of his assets or part thereof for whatever reason. In that case, Causeway Bay shall be entitled to dissolve or suspend the agreement in whole or in part with immediate effect without judicial intervention by means of written notification to the purchaser, without prejudice to its right to compensation.

Article 13: Liability

1. Causeway Bay accepts statutory obligations to pay compensation insofar as the purchaser proves by law and by means of means that the damage was caused by Causeway Bay gross negligence or omission.

2. The liability for damage arising from Article 13.1 is expressly limited to an amount equal to the invoiced amount in the principal sum relating to the products delivered and/or services rendered.
3. Any further liability of Causeway Bay for damage, including but not limited to liability for employees and auxiliary persons, is excluded, for whatever reason, including all direct and indirect damage, such as consequential damage or trading loss. Furthermore, the purchaser indemnifies Causeway Bay against all claims of third parties in respect of any damage suffered or to be suffered by them, with due observance of the provisions of this article.

Article 14: Other obligations of the buyer

1. The purchaser is obliged to inform Causeway Bay immediately in writing if its bankruptcy or suspension of payments is filed or if the purchaser loses or threatens to lose free disposal of its assets or part thereof for whatever reason.

Article 15: Changes

1. These General Terms and Conditions may be amended by Causeway Bay, but these amendments shall not apply to the purchaser until after the purchaser has been informed of these amendments.

Article 16: Applicable law and disputes

1. The agreements between Causeway Bay and the purchaser are exclusively governed by Dutch law.
2. All disputes between Causeway Bay and its purchasers shall be submitted to the competent court in the area where Causeway Bay has its registered office or, at Causeway Bay's discretion, to the competent court in the purchaser's place of residence.

Article 17: Privacy

When you conclude an agreement with Causeway Bay, we store your data. We do this in 2 places

1. In our financial administration. From this environment we send our invoices and make our tax return. This system is well secured. We have concluded a processing agreement with our suppliers.
2. In our CRM system. We use this system to maintain contact with you. We maintain contact with you to inform you about your order, new collections/brands and offers. This system is well secured. We have concluded a processing agreement with our supplier.
3. From the moment you do business with Causeway Bay, you agree to the addition of your information to these systems.
4. You can be removed from our CRM system on request.