

## General Terms and Conditions of Sale

# Casablanca®

**By placing his order, the Customer explicitly accepts the following General Terms and Conditions of Sale of CASABLANCA.**

### **1. Order**

Any order placed by the buyer is binding. The buyer may make adjustments to the order until 7 days after the order has been placed, under condition that the sales period of CASABLANCA has not been ended. In case the order is cancelled by the buyer, later than 8 days after placement, a compensation of 50% of the value of the cancelled order is due.

### **2. Financial terms and conditions**

Payment terms are specified on the order confirmation and invoice.

#### **2.1. Standard payment term**

All invoices have to be paid upon receipt on the account of CASABLANCA, unless another payment period has been explicitly mentioned on the order confirmation and invoice.

#### **2.2. Late payment**

By force of law and without prior notice of default, all overdue and unpaid amounts shall incur an annual interest of 12%, starting from the due date, with a minimum of 75 Euros. In case of failure to pay the invoices on the due date, the client will be charged by default a fee of 10% of the invoiced amount without prior notice.

#### **2.3. Suspension of Performance**

Where CASABLANCA has been appointed to provide services, performance shall be suspended in case of failure to pay the invoiced amounts in full within the stated due date for payment, until due payment has been received. CASABLANCA shall notify the customer thereof by registered letter, or fax, and/or e-mail.

### **3. Complaints**

Any shortages, discrepancies or lack of delivery of the order must be reported to CASABLANCA in writing within 7 working days. Delivery terms: Import duties and transport costs are paid by purchaser. Return of faulty goods: Will be accepted by CASABLANCA and are subject to investigation on receipt. Our liability for faulty goods must not exceed the price of the item. All goods are carefully inspected by CASABLANCA before shipping. We will charge a 30% fee on the order value for any cancellations.

### **4. Deliveries**

#### **4.1 Deliveries**

Delivery takes place in accordance with the purchase conditions that take effect on the date the agreement is concluded. Unless otherwise agreed, delivery will be ex works warehouse CASABLANCA. CASABLANCA can't be held responsible for the costs of any late deliveries or for damage to goods during transport. CASABLANCA is not responsible for goods that can't be delivered due to fabric shortages, technical problems, force majeure. If the delivery deviates from the agreed quantity in size or color, as stated on the order confirmation, this will be accepted as correct. In that case the amount to be invoiced will be adjusted in accordance with the delivered goods. The goods will be prepared for shipment within the specified period, stated on the order confirmation. The shipment is considered delivered from the moment the goods are handed over to the customer's

carrier. The collection of your order must be arranged no later than 14 days after notice from CASABLANCA and/ or the warehouse, we will have to add a surcharge for each week that the goods remain in the warehouse post notification. The surcharge will be an additional 5% per week on the remaining owed balance to cover all additional warehouse costs.

#### 4.2. Delays in deliveries

If CASABLANCA determines that the goods can't be delivered within the stipulated delivery time, CASABLANCA will notify the buyer and inform him of the new delivery time. If the buyer does not agree with this new delivery time, he will inform CASABLANCA in writing within 7 working days after receiving the information that he/she does not agree with the new delivery time. If the buyer fails to respond in writing, the buyer indicates that he accepts the new delivery date.

### **5. Limitation of Liability of CASABLANCA.**

The customer never has the right to request compensation from CASABLANCA for loss of income or any other loss. This applies not only for the delivery of defective goods, but also to the loss of goods or delays in deliveries, or the non-delivery of goods.

### **6. Miscellaneous**

#### 6.1. No reselling

Only the buyer has the right to sell the goods. The goods may only be sold at the previously agreed points of sale. If the buyer wishes to sell the goods at a different point of sale, he must request prior written permission from CASABLANCA.

#### 6.2. Online

Stores/ buyers may only sell CASABLANCA goods online if the online addresses are specifically agreed and approved in writing with CASABLANCA in advance. If approved, this means that CASABLANCA goods are strictly to be sold via the store's direct e-commerce website and not to be sold through any other 3<sup>rd</sup> part platforms, different store names, affiliated businesses or brands.

#### 6.3. CASABLANCA Trademark

The goods are delivered with CASABLANCA trademark sewn or applied to the goods in another way. The buyer may not remove this trademark under any circumstances. The buyer has no rights whatsoever to use CASABLANCA's trademark.

#### 6.4. Marketing

All marketing, publicity and lending of clothing to the press and media must be approved by CASABLANCA.

#### 6.5. Price changes

With the exception of incorrect prices and negligence, in the case of an appreciation or depreciation of the currency, a change in import duties and taxes in general, the seller reserves the right to change prices.

#### 6.6. Prices

The prices are in Euro, excluding VAT, ex-works (warehouse CASABLANCA).

All costs related to shipping and transport of the goods to the customer (all taxes, import duties, costs associated with specific export/import documents, transport costs) are at the expense of the customer.

### **7. Retention**

Any delivered goods shall remain the sole and full property of CASABLANCA until the invoiced amount has been received in full. Upon request of CASABLANCA the customer shall promptly return the supplied goods at his sole expense.

#### **8. Competent Courts**

Any disputes arising in relation to the performance or interpretation of this Agreement shall be the sole competence of the courts of the jurisdiction of the registered office of CASABLANCA.