

V-06271
HANGZHOU GLORIA IMP.& EXP. CO., LT
BLD.11-A, JINGWEI CREATIVE INDUSTRY
SHIQIAO RD., HZ
HANGZHOU, 310018
China

Kadine Distri. Center Shops
Courtenstraat 1
8791 BEVEREN-LEIE
Belgium

Requested Receipt Date :15. juli 2023

6. maart 2023

Order No. PO-0006742

Prices Including VAT Nee

Order

Page 1

Kadine BV

Arenbergstraat 21
2000 ANTWERPEN

Phone No. +32 3 201 13 80
Fax No. +32 3 201 13 81
Enterprise No. BTW BE 0437.697.256
Bank
Account No.

No.	Description	Location Code	32	34	36	38	40	42	44	QTY	Unit of Measure	Direct Unit Cost	Disc. %	Amount
EBOY	EBOY MIX MATERIAL TOP	BELS	29	135	191	181	115	84	39	774	Pieces	18,80		14.551,20
Intrastat Code: 6206400000														
		BELS-US				1	1	1		3	Pieces	18,80		56,40
		E1BL	29	135	192	182	116	84	39	777				
		BELS	41	279	436	423	265	131	51	1.626	Pieces	18,80		30.568,80
		E3TB	41	279	436	423	265	131	51	1626				
		BELS			1	1	1	1	1	5	Pieces	18,80		94,00
		BELS-US			1	2	1		1	5	Pieces	18,80		94,00
		E4OL		2	3	2	1	2		10				
ECHIMI	ECHIMI MIX MATERIAL MINIDRE	BELS	3	44	78	63	47	38	20	293	Pieces	37,40		10.958,20
Intrastat Code: 6204440090														
		E1BL	3	44	78	63	47	38	20	293				
		BELS	4	34	59	50	35	24	12	218	Pieces	37,40		8.153,20
		E3TB	4	34	59	50	35	24	12	218				
		BELS			2	4	4	1		11	Pieces	37,40		411,40
		E4OL		2	4	4	1			11				
EEVEE	EEVEE RAGLAN SLEEVE TOP	BELS	6	58	87	88	63	43	16	361	Pieces	12,70		4.584,70
Intrastat Code: 6206400000														
		E1SB	6	58	87	88	63	43	16	361				
Continued										3.296,00				69.471,90

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Order
Page 2
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Continued											3.296,00				69.471,90
			32	34	36	38	40	42	44						
		BELS	6	63	94	94	74	43	22		396	Pieces	12,70		5.029,20
		BELS-US	2	4	4	2	1				13	Pieces	12,70		165,10
		E2BL	8	67	98	96	75	43	22		409				
		BELS	11	75	117	126	92	74	26		521	Pieces	12,70		6.616,70
		GO27	11	75	117	126	92	74	26		521				
		BELS	11	95	158	183	131	79	31		688	Pieces	12,70		8.737,60
		BELS-US	2	7	7	5	2	1			24	Pieces	12,70		304,80
		HV13	13	102	165	188	133	80	31		712				
EFISHME	EFISHME WIDE SLEEVE MINIDR	BELS	1	10	13	10	3				37	Pieces	36,70		1.357,90
Intrastat Code: 6204430000															
		E1SB	1	10	13	10	3				37				
		BELS	1	15	24	26	23	8			97	Pieces	36,70		3.559,90
		BELS-US		1	1	1					3	Pieces	36,70		110,10
		E2BL	1	16	25	27	23	8			100				
		BELS	2	13	16	13	8	3	1		56	Pieces	36,70		2.055,20
		GO27	2	13	16	13	8	3	1		56				
		BELS	7	44	83	73	56	42	15		320	Pieces	36,70		11.744,00
		HV13	7	44	83	73	56	42	15		320				
ELVI	ELVI JACQUARD MINISKIRT	BELS	26	106	184	210	135	79	33		773	Pieces	16,55		12.793,15
Intrastat Code: 6204530090															
Continued											6.224,00				121.945,55

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Order
Page 3
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No.	Description	Location Code									QTY	Unit of Measure	Direct Disc. Unit Cost	%	Amount
											Continued	6.224,00			121.945,55
			32	34	36	38	40	42	44						
		BELS-US		6	6	3	2					17 Pieces	16,55		281,35
		E2BL	26	112	190	213	137	79	33			790			
ENCOUNTER	ENCOUNTER FAUX LEATHER P	BELS	51	218	320	318	225	122	47			1.301 Pieces	21,15		27.516,15
Intrastat Code: 6204631890															
		BELS-US	1	1	3	5	4	4	1			19 Pieces	21,15		401,85
		BL25	52	219	323	323	229	126	48			1320			
		BELS	22	86	134	150	110	74	33			609 Pieces	21,15		12.880,35
		GO27	22	86	134	150	110	74	33			609			
		BELS	43	158	235	244	178	106	44			1.008 Pieces	21,15		21.319,20
		BELS-US	1	2	3	3	2					11 Pieces	21,15		232,65
		TS06	44	160	238	247	180	106	44			1019			
ENCOURAGE	ENCOURAGE FAUX LEATHER S	BELS	11	73	136	131	80	37	15			483 Pieces	19,80		9.563,40
Intrastat Code: 6204530090															
		BELS-US	1	4	5	6	3	2	1			22 Pieces	19,80		435,60
		BL25	12	77	141	137	83	39	16			505			
		BELS	9	48	78	87	60	42	19			343 Pieces	19,80		6.791,40
		BELS-US	1	4	4	4	4	2				19 Pieces	19,80		376,20
		GO27	10	52	82	91	64	44	19			362			
		BELS	11	47	78	96	64	47	14			357 Pieces	19,80		7.068,60
		BELS-US		1	1	1	1	1				5 Pieces	19,80		99,00
		TS06	11	48	79	97	65	48	14			362			
												Continued	10.418,00		208.911,30

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Page 4

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No.	Description	Location Code									QTY	Unit of Measure	Direct Disc. Unit Cost	%	Amount
											Continued	10.418,00			208.911,30
			XS	S	M	L									
ENDANGERE	ENDANGERED JACQUARD SHIR BELS		64	94	58	24					240	Pieces	42,65		10.236,00
Intrastat Code: 6202401091															
		BELS-US	3	3	3						9	Pieces	42,65		383,85
		E2BL	67	97	61	24					249				
ENERGISED	ENERGISED OVERSIZED JACKIE BELS		450	527	300	104					1.381	Pieces	45,10		62.283,10
Intrastat Code: 6202200091															
		BELS-US	37	50	39	24					150	Pieces	45,10		6.765,00
		E1TB	487	577	339	128					1531				
		BELS	186	225	140	79					630	Pieces	45,10		28.413,00
		BELS-US	10	10	3	2					25	Pieces	45,10		1.127,50
		E2HV	196	235	143	81					655				
		BELS	139	186	123	48					496	Pieces	45,10		22.369,60
		BELS-US	7	4	1						12	Pieces	45,10		541,20
		E3BL	146	190	124	48					508				
			32	34	36	38	40	42	44						
ENORMOUS	ENORMOUS MINISKIRT	BELS	16	80	151	170	113	59	26		615	Pieces	18,90		11.623,50
Intrastat Code: 6204510019															
		BELS-US	5	5	7	7	4	4	1		33	Pieces	18,90		623,70
		E1TB	21	85	158	177	117	63	27		648				
		BELS	2	17	47	51	29	14	3		163	Pieces	18,90		3.080,70
											Continued	14.172,00			356.358,45

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Page 5
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No.	Description	Location Code									QTY	Unit of Measure	Direct Disc. Unit Cost	%	Amount
											Continued	14.172,00			356.358,45
			32	34	36	38	40	42	44						
		BELS-US	2	3	3	3	3	2				16 Pieces	18,90		302,40
		E2HV	4	20	50	54	32	16	3			179			
		BELS	12	89	167	186	126	70	22			672 Pieces	18,90		12.700,80
		BELS-US	1	2	2	2						7 Pieces	18,90		132,30
		E3BL	13	91	169	188	126	70	22			679			
			0	1	2	3									
ESQUIRE	ESQUIRE SWEATSHIRT	BELS	267	387	316	146						1.116 Pieces	23,80		26.560,80
Intrastat Code: 6114200000															
		BELS-US	8	9	8	2						27 Pieces	23,80		642,60
		E2BL	275	396	324	148						1143			
			XS	S	M	L									
ESUPPLE	ESUPPLE WIDE SLEEVE MINIDR BELS		85	107	97	75						364 Pieces	24,55		8.936,20
Intrastat Code: 6204430000															
		E1SB	85	107	97	75						364			
		BELS	76	99	90	65						330 Pieces	24,55		8.101,50
		BELS-US	1	3	2	2						8 Pieces	24,55		196,40
		E2BL	77	102	92	67						338			
		BELS	106	135	124	97						462 Pieces	24,55		11.342,10
		GO27	106	135	124	97						462			
		BELS	24	38	32	18						112 Pieces	24,55		2.749,60
											Continued	17.286,00			428.023,15

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Page 6

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No.	Description	Location Code									QTY	Unit of Measure	Direct Disc. Unit Cost	%	Amount
											Continued	17.286,00			428.023,15
			XS	S	M	L									
		BELS-US	3	5	3							11 Pieces	24,55		270,05
		HV13	27	43	35	18						123			
			32	34	36	38	40	42	44						
EXTEND	EXTEND PUFFED SLEEVE TOP	BELS	9	76	132	120	75	41	18			471 Pieces	24,80		11.680,80
Intrastat Code: 6206400000															
		BELS-US	1	4	8	8	5	3	1			30 Pieces	24,80		744,00
		E3OW	10	80	140	128	80	44	19			501			
												Total Quantity			17.798,00
												Total USD			440.718,00

Payment Terms
Shipment Method

TRANSFER 60 DAYS / VIREMENT A 60 JOURS
Free On Board

KADINE BVBA GENERAL TERMS AND CONDITIONS OF PURCHASE

Art. 1 – Scope of Application

1.1. These General Terms and Conditions of Purchase apply to all purchases of products and services for which Kadine BVBA has issued a purchase order, unless expressly stated otherwise and agreed upon in writing between Kadine BVBA (hereinafter “**Purchaser**”) and the Supplier (hereinafter “**Supplier**”).

1.2. These General Terms and Conditions of Purchase apply entirely to any contractual relationship between Kadine BVBA and Supplier that concerns the purchase of goods. These General Terms and Conditions of Purchase also supersede, under no exception, any prior understanding and/or prior oral or written agreement between Kadine BVBA and Supplier and all of Supplier’s conditions stipulated in the latter’s quotations, order confirmations, purchasing orders, supply notes, delivery notes, bills of lading, or any other document, even if they state the contrary. Supplier’s acceptance of Kadine BVBA’s purchase order signifies its acceptance of the General Terms and Conditions of Purchase for all follow-up orders too, and entails a waiver of the application of Supplier’s own terms and conditions also.

1.3. Any change or addition to these General Terms and Conditions of Purchase must be agreed in writing by Kadine BVBA and Supplier.

1.4. If one or more provisions of these General Terms and Conditions of Purchase are found to be invalid, illegal, or unenforceable, in whole or in part, the remainder of that provision and of these General Terms and Conditions of Purchase remain fully valid and effective as if such invalid, illegal, or unenforceable provision had never been stipulated herein. Moreover, in such event, Kadine BVBA and Supplier agree to amend the invalid, illegal, or unenforceable provision or provisions or any part thereof and/or agree on a new provision in such a way as to reflect to the farthest extent possible the purpose of the invalid, illegal, or unenforceable provision or provisions.

Art. 2 - Definitions

For the purpose of these General Terms and Conditions of Purchase:

- “**Conditions**” shall mean the present General Terms and Conditions of Purchase of Kadine BVBA as defined in this document;
- “**Delivery Date**” shall mean the date when the Goods are effectively delivered to Kadine BVBA and when the latter acknowledges in writing the receipt of the Goods delivered;
- “**Goods**” shall mean the products and/or services that Kadine BVBA purchases, including but not limited to raw materials, finished and unfinished products, and services; the term Goods includes but is not limited to items of clothing, prints, fabrics and accessories.

- “**Parties**” shall mean Kadine BVBA as one party and Supplier as the other party and is the term referring to both of them together;
- “**Products**” shall mean the finished products that Kadine BVBA markets and sells to its customers, of which a non-exhaustive list of categories can be found in Annex III;
- “**Purchaser**” shall mean Kadine BVBA;
- “**Purchase Order**” shall mean the written document that indicates the Purchaser’s formal acceptance of Supplier’s quotation and/or offer and that binds Purchaser in making the purchase and that binds Supplier in supplying to Purchaser the Goods ordered.
- “**Sales Agreement**” shall mean any purchase agreement between Kadine BVBA and Supplier relating to Kadine BVBA’s purchase of Supplier’s Goods;
- “**Supplier**” shall mean Purchaser’s counterparty in any commercial sale-purchase transaction.

Art. 3 – Quotation, Purchase Order and Sales Agreement

3.1. Any request for quotation which Purchaser sends does not bind Purchaser. Supplier’s quotation and/or offer binds the latter and is irrevocable for a minimum of 90 days. All costs relating to the quotation and/or offer are at the Supplier’s expense.

3.2. A Sales Agreement between Purchaser and Supplier is concluded when Purchaser formally accepts Supplier’s quotation and/or offer by sending Supplier a Purchase Order or any other written document, including an e-mail, confirming Purchaser’s order and purchase of the Goods.

3.3. Supplier agrees and undertakes to deliver the Goods as described in the Purchase Order and in accordance with these Conditions and, in the event the Purchase Order stipulates different terms and conditions than the Sales Agreement, in accordance with the terms and conditions stated in the Purchase Order. The terms and conditions stated in the Purchase Order shall then prevail on these Conditions.

3.4. The Sales Agreement does not grant Supplier any exclusivity in supplying to Purchaser. Purchaser is therefore free to purchase the same or similar Goods from other suppliers at any time.

3.5. If Supplier has not started performing the Sales Agreement, Purchaser has the right to terminate the Sales Agreement at any time, by sending a registered letter to the Supplier, without giving any prior notice and without paying any compensation for such termination.

Art. 4 – Delivery Conditions

4.1. The Goods must be delivered in accordance with the Incoterm set forth in and at the location specified in the Purchase Order. The place of delivery indicated can be third-party locations. If no shipping terms are specified in the Purchase Order, the Goods will be delivered DDP (Delivery Duty Paid, Incoterm®2010) in the warehouse of Purchaser.

4.2. Supplier recognizes that timely delivery is an essential condition of the Sales Agreement between the Parties. Supplier warrants that it has sufficient capacity to perform the Sales Agreement timely and properly. Supplier is strictly bound by the date or schedule indicated in the Purchase Order, unless the Parties have subsequently agreed to another time or schedule in writing. If Supplier anticipates that it will encounter any difficulty in complying with the date or schedule specified or in fulfilling any other obligation under the Sales Agreement, it must notify Purchaser immediately thereof in writing.

4.3. If Supplier fails to deliver the Goods, in whole or in part, by the date or schedule agreed upon and specified in the Purchase Order, or any date agreed upon between the Parties, even if this failure results from an event of force majeure, Purchaser has the right to the following remedies at its sole discretion, without prejudice to seek any damages for any costs that Purchaser would have incurred or for the harm or loss it suffered as a consequence of Supplier's failure to deliver timely:

- reject the quantities or lot of Goods that have been delivered late without prejudice to Purchaser's right to claim the reimbursement of the Goods delivered late or, in the event the Goods delivered late are not yet paid by Purchaser, without any payment being due by Purchaser; or
- pay a reduced production price or claim a corresponding reimbursement of the production price, as described below, for the lot of Goods that have been delivered late:
 - 0.5% price reduction per started day of delay if the delay period is between one 1 and 7 days after the delivery date or schedule specified;
 - 1% price reduction per started day of delay if the delay period is between 8 and 14 days after the delivery date or schedule specified;
 - 1.5% price reduction per started day of delay if the delay period exceeds 15 days after the delivery date or schedule specified; or
 - seek from Supplier full reimbursement of the production price of the lot of Goods that have been delivered late if Supplier's delay in delivering the Goods exceeds 30 days or more from the delivery date or schedule specified.

Without prejudice to Purchaser's right to seek any other compensation from Supplier, Supplier will also bear any penalties or charges that the Purchaser incurs as a result of Supplier's failure to deliver timely.

4.4. Delivery shall be completed as per the applicable Incoterm, once receipt of delivery has been acknowledged by Purchaser in writing. Acknowledgement of receipt of the delivery does not in any way constitute any acceptance of the Goods by Purchaser.

4.5. Supplier is allowed to make a partial delivery or deliveries before the date or schedule specified in the Purchase Order, if the Purchaser accepts such partial delivery or deliveries beforehand in writing. In absence of such prior written acceptance from Purchaser, the latter is entitled to refuse the delivery of Goods and return them at Supplier's risk and expense.

4.6. If the Supplier anticipates any shortages or overages in its delivery of the Goods to Purchaser, Supplier must inform the Purchaser immediately thereof in writing. Unless expressly specified otherwise

in writing, the Supplier is allowed to deliver no more than 2.5% in excess of or less than the quantity of Goods ordered. If the shortage exceeds 2.5% of the quantity of Goods ordered, the Supplier must produce and deliver the shortfall in accordance with the terms of the Sales Agreement and at its own expense. If the overage is more than 2.5% of the quantity of Goods ordered, the excess may either be refused by Purchaser or accepted with a purchase price reduction of 30%.

4.7. Upon Supplier's delivery of the Goods to Purchaser, Supplier hands over, free of charge, all of the documents relating to the Goods that are required by law. Supplier provides Purchaser with all necessary information and documentation relating to the Goods to comply with customs, product marking, country of origin, and other laws relevant to the Goods. In particular, Supplier provides Purchaser with the Reach Compliance Declaration Letter, as described in Annex II.

4.8. Supplier may not suspend its delivery obligation under the Sales Agreement if the Purchaser fails to perform one or more of its obligations under the Sales Agreement.

4.9. Throughout the term of the Sales Agreement, Supplier waives any retention rights that it has.

Art. 5 – Title to the Goods and risk of loss or damage

Title to the Goods and risk of loss or damage to them passes from Supplier to Purchaser when Purchaser accepts the Goods in accordance with article 7 of these Conditions. Supplier remains liable for loss of or damage to the Goods if the loss or damage is caused by an act or omission of Supplier-even after the risk has passed to Purchaser.

Art. 6 – Warranty

6.1. Supplier warrants that all Goods delivered to Purchaser comply with all samples, specifications, drawings, proposals and appropriate standards, and that they are free from any defect.

6.2. Supplier warrants that the Goods delivered to Purchaser comply with the following: (a) the specifications as provided in the Purchase Order, (b) all the applicable national and international standards, and (c) the applicable legal and administrative regulations (including but not limited to those relating to quality, environment, pollution, safety, public health, labour and human rights).

6.3. Supplier warrants that all Goods are merchantable and safe and appropriate for the purpose for which the Goods of that kind are normally used or for which the Sales Agreement was concluded.

6.4. Supplier further warrants Purchaser that the Goods are free of all liens, encumbrances, and rights of third parties (except those third-party rights created by Purchaser)

6.5. Supplier undertakes to immediately inform the Purchaser in writing about any changes in the type of composition or characteristics of the processed material or Goods for delivery. If Supplier fails to

inform the Purchaser about any of these, the Supplier is liable for any harm and loss incurred by the Purchaser because of the said changes.

Art. 7 – Inspection of the Goods

7.1. All Goods are subject to Purchaser's prior right to inspect. Purchaser has a reasonable amount of time - but no less than 30 calendar days after the Delivery Date - to inspect the quality, quantity, price checks of the delivered Goods prior to accepting the Goods. Purchaser's failure to inspect the Goods, be it in quantity, specifications or otherwise, or of any quantity deviations, does not relieve Supplier of any of its obligations hereunder or under the applicable law.

7.2. Any apparent defect or non-conformity of the Goods in terms of quantity, specifications, or otherwise, with respect to the Purchase Order must be notified to Supplier in writing within 60 calendar days following the Delivery Date.

Apparent defects or non-conformities of the Goods include, but are not limited to:

- Any deviation from the agreed material composition;
- Any deviation from a sample (PPS: pre-production sample) that was previously made available by Supplier and confirmed by Purchaser which binds Supplier;
- Any shortfall in the total of numbers of items indicated in the Purchase Order;
- Any shortfall in the number of items for each colour, size, form of execution, etc. indicated in the Purchase Order;
- Any designation or marking missing or deviating from the requirements as instructed by Purchaser in the Purchase Order.

7.3. The Goods for which Purchaser notified an apparent defect or non-conformity in accordance with article 7.2 shall never be considered as accepted by Purchaser. In the absence of notification within the 60 calendar-day term provided in article 7.2, the Goods shall be considered accepted by Purchaser. However, the partial acceptance of the Goods delivered does not constitute a waiver of entitlement to have the Goods of the lot showing an apparent defect or non-conformity replaced or fulfilled.

7.4. Purchaser must notify to Supplier in writing about any latent defects or hidden non-conformities within fifteen 15 business days from the date of their discovery in the ordinary course of business and in any event within the warranty term of 1 year from the Delivery Date. The acceptance of the Goods shall not constitute a waiver of entitlement to have the Goods showing a latent defect or non-conformity replaced or fulfilled.

7.5. Purchaser has, at its sole discretion, the right either to ask Supplier to withdraw the defective and non-conforming Goods at his own expense and to replace them or properly re-work them at his own expense no later than the date specified by the Purchaser in its written notification, or to return the defective and non-conforming Goods to Supplier at the latter's expense, who then will credit Purchaser the amount paid for the supply of the Goods concerned. If the Supplier cannot replace or properly re-

work the Goods as asked by Purchaser before the specified date, Supplier agrees that it will credit Purchaser the amount the latter had paid for the supply of the Goods concerned. Supplier also agrees to reimburse Purchaser in respect of all costs and expenses reasonably incurred by Purchaser in connection therewith. The right of Purchaser to seek compensation for the damage it incurred remains expressly reserved.

7.6. Supplier has to immediately inform Purchaser in writing about any changes in the type of composition or characteristics of the processed material or Goods delivered. Without prejudice to Purchaser's right to terminate the Sales Agreement in accordance with article 15.1 (i), Supplier shall be liable for all damages incurred by Purchaser due to changes, in the composition or characteristics of the Goods delivered, that have not been notified to Purchaser.

Art. 8 – Packing, Marking, and Labelling

8.1. Supplier shall pack, mark and label all Goods with the information required by the applicable law or regulations and otherwise in accordance with Purchaser's instructions. Supplier shall pack each shipment so that they include such information and markings as required by the applicable Purchase Order.

8.2. All shipments must enclose the documents listed in Annex I, b. This includes, without limitation, the packing list, the Purchaser's applicable Purchase Order number and the exact quantity and description of the Goods shipped.

8.3. Supplier undertakes to provide at its own expense an appropriate, safe, and solid packaging of the Goods. Supplier takes the special risks of the respective type of transport into consideration as well as the possible instructions from Purchaser. Supplier is liable for the damage that Purchaser has incurred as a result of the packaging, even in the event that Parties expressly agreed that Purchaser bears the transport risk.

8.4. Supplier undertakes to pack the Goods in as few transport units as reasonably possible. If Goods of several Purchase Orders are packed together in the same transport unit, Supplier undertakes that it will make sure that the Goods belonging to the same Purchase Order can easily be identified and assigned to the relevant Purchase Order after delivery of the Goods.

8.5. Supplier undertakes to equip each ordered Good with all marking- and labelling requirements as instructed by the Purchaser.

Art. 9 – Price and Payments

9.1 The pricing and payment terms as specified in the Purchase Order apply. In absence of the foregoing, the unit prices agreed upon apply.

9.2. Unless expressly stipulated otherwise, the prices exclude VAT, but include all ancillary costs such as packing, insurance, delivery costs, and import duties and rights corresponding to the agreed Incoterm.

9.3. Any price change can only bind Purchaser if the change results from a written and signed amendment to Purchase Order.

9.4. If the payment terms are not specified in the Purchase Order, the following conditions apply at Purchaser's sole discretion:

- Purchaser pays Supplier by bank transfer after delivery of the Goods within 60 calendar days from the invoice date with no discount applied to the total invoice amount; or
- Purchaser pays Supplier by bank transfer after delivery of the Goods within 15 calendar days from the invoice date with a 3% discount applied to the total invoice amount.

9.5. Supplier issues and sends Purchaser an original invoice. The invoice must include all required information as provided by the applicable law and by Annex I, b. If a proforma invoice is issued by the Supplier, it must include all required information as defined in Annex I, a.

9.6. Purchaser's payment of Supplier's invoice does not waive Purchaser's right to file any claims against Supplier for defects and non-conformities of the Goods, in accordance with article 7 of these Conditions.

9.7. Supplier hereby allows Purchaser to set-off - at all times and without giving the Supplier any prior notice - the sums it owes to the Supplier or any of its affiliates under the Sales Agreement by any sum that Supplier or any of its affiliates owes to Purchaser under the sales agreements, whether or not such debts are disputed.

9.8. If Purchaser pays any of Supplier's invoices late, Supplier may charge a maximum interest of 6% per year, starting from the date of the formal notice letter sent by Supplier to Purchaser regarding the overdue invoice until the date of full payment.

Art. 10 – Insurance

10.1. Supplier must - at its own expense - subscribe to and keep adequate and sufficient insurance coverage with a reputable insurance company for the type of business it is engaged in and for the Goods it supplies to Purchaser (including but not limited to product liability insurance). The insurance policy must be effective no later than the first day the Sales Agreement is effective and must be kept valid throughout the term of the Sales Agreement.

10.2. Supplier agrees to provide Purchaser with copies of the insurance policies it has subscribed to upon Purchaser's first request to present them.

10.3. The insurance coverage subscribed to may not reduce Supplier's direct liability under these Conditions and the Sales Agreement.

10.4. Supplier must take all necessary steps to obtain any insurance pay-out from the insurance companies, and with regard to third-party liability, to obtain indemnity and compensation to which it is entitled under the insurance policies.

Art. 11 – Assignment and Subcontracting

11.1. Supplier may not assign any Sales Agreement or subcontract its business activities hereunder - not even partly - without Purchaser's prior written consent.

11.2. Without prejudice to Supplier's primary liability, including manufacturer's liability, the Supplier is also liable for the acts committed by its employees, its agents, its subcontractors and other third parties whom Supplier engages for the purpose of performing the Sales Agreement.

11.3. Supplier, its subcontractors, its employees, or its agents may never be considered as Purchaser's subcontractors, employees, or agents.

Art. 12 – Intellectual Property

12.1. (i) Supplier acknowledges and agrees that:

- the Goods made partly or entirely on the basis of artwork(s), drawing(s), design(s) and creation(s) or any other instructions of Purchaser;
- the Products as well as designs, drawings, images, patterns, features, works and/or signs incorporated therein;
- all designs, drawings, images, patterns, features, works, or developments created by Supplier exclusively for Purchaser and resulting from the Purchase Order;

(hereinafter all together "**Kadine Designs**"), are or can be protected by Purchaser by way of one or more intellectual property rights, including but not limited to copyright, designs, trademarks, and commercial name rights (hereinafter the "**IPR**"); and

Purchaser is and remains at all times the exclusive owner of any such IPR.

(ii) In particular, insofar as the Supplier has in the past contributed to Goods, Products and/or the Kadine Designs, Supplier hereby confirms that he has unconditionally and irrevocably assigned and, to the extent necessary, unconditionally and irrevocably assigns, in the most extended manner (i.e. for all exploitation forms and modalities, for the duration of the rights concerned according to national and international legislation and worldwide), to Purchaser who accepts and/or to any third party designated by Purchaser, all IPR on the Kadine Designs to which Supplier might have contributed.

All IPR on Kadine Designs to which Supplier will contribute will automatically, unconditionally and irrevocably, be assigned to Purchaser, who accepts, and/or to any third party designated by Purchaser,

in the most extended manner (i.e. for all exploitation forms and modalities, for the duration of the rights concerned according to national and international legislation and worldwide).

With regard to moral rights, Supplier expressly waives or has waived his paternity right. In any case, Supplier will refrain from exercising its moral rights in a way which could prejudice Purchaser's commercial interests. Regarding the right of integrity, Supplier shall only be able to oppose modification(s) of its work insofar its honor or reputation can be damaged.

(iii) Supplier confirms herewith that the price paid under article 9 comprises the compensation for the transfer and/or waiver mentioned in point (ii) above.

(iv) In view of the transfer set out in point (ii) above, Supplier confirms that he will refrain from claiming, anywhere in the world, any IPR or any other right or claim in relation to the Products and/or the Kadine Designs, or from introducing an application for patent, trademark, design any similar protection.

(v) Supplier warrants that he is entitled to transfer the rights on the IPR and that all employees and independent contractors of Supplier who might have contributed to the Kadine Designs have duly transferred their rights thereon to Supplier.

(vi) Supplier agrees, on request of Purchaser and without any additional compensation, to (a) sign any document and take any action which Purchaser deems necessary to acquire and maintain adequate patent and other intellectual property protection in any country or jurisdiction in the advantage of Purchaser in relation to any rights assigned according to point (ii) above and (b) to assist Purchaser to draft the necessary documents and to acquire, maintain and enforce these rights.

(vii) Supplier warrants that any contribution by Supplier to Kadine Designs does not infringe and will not infringe any rights of third parties

Supplier will safeguard, indemnify and hold harmless Purchaser and/or any third party designated by him against any action brought by third parties concerning an infringement of the rights of a third party by any Supplier's contributions to Kadine Designs.

12.2 Purchaser hereby grants Supplier for the term of this Sales Agreement a royalty-free, non-transferrable, non-sublicensable license to manufacture the Goods under the authority of Purchaser. Such manufacturing must take place in accordance with the technical, functional, or other requirements where to the respective Goods should comply and the IPR contained therein in Supplier's plant and strictly limited to such site.

Furthermore, Supplier will supply any Goods incorporating Kadine Designs exclusively to Purchaser or a party appointed by Purchaser in the respective Purchase Order. Consequently, Supplier may not use the IPR for any other purpose nor sell such Goods to any third party without Purchaser's prior written authorization.

Upon termination of the Sales Agreement for whatever reason, Supplier must, at the sole discretion of Purchaser, promptly return or destroy and provide Purchaser with proof of such destruction, any and all Goods incorporating Kadine Designs or parts thereof that are still in production and/or in possession of

Supplier. If Purchaser accepts the return the Goods, Parties will determine a fair compensation for the Goods concerned by default of any agreement, the compensation shall be fixed at 50% of the production price.

12.3 Supplier shall immediately report in writing to Purchaser any infringement by a third party of Purchaser's IPR of which he becomes aware. Supplier shall, to the best of his ability and in accordance with any directions given to him by Purchaser, assist Purchaser to protect himself against such malpractices as aforesaid.

Supplier will inform Purchaser immediately, in writing, of any claim introduced by or warning letter received from a third party concerning an infringement of any intellectual property rights of a third party by the Kadine Designs. Moreover, Supplier will assist Purchaser in a reasonable manner at the latter's expenses for his defense or in any attempt to settlement. Only Purchaser is entitled to defend himself against such a claim and to negotiate and enter into a settlement.

In general, in case Purchaser decides to take action against an infringement of its intellectual and/or commercial rights, or is named defendant in a suit brought by a third party concerning the Kadine Designs, Supplier undertakes to assist Purchaser and to provide Purchaser with all relevant information and/or evidence.

It is clearly understood that the Sales Agreement does not authorize Supplier to initiate legal action in relation to the Kadine Designs or the rights connected therewith on its own behalf nor on behalf of Purchaser without the latter's prior written consent.

Purchaser shall however always be free to determine whether or not legal action shall be taken and shall not be responsible towards the Supplier should it refrain from such action.

Art. 13 - Liability

13.1. Supplier is liable for its own fault and the fault committed by its employees, its agents, its subcontractors, and other third parties whom Supplier engages for the purpose of performing the Sales Agreement (irrespective of whether this fault amounts to mere negligence, gross negligence, or malicious intent).

13.2. Supplier indemnifies Purchaser fully and without reservation from and against any loss, damage, and cost that Purchaser could incur, as well as from any third-party claims in respect of any loss, damage, or cost that was incurred as a result of

- (i) any defects in the Goods,
- (ii) delay in delivery of the Goods,
- (iii) breach of any of Supplier's warranties under these Conditions or the Sales Agreement,
- (iv) negligence or tort committed by the Supplier,

- (v) infringement of the intellectual property rights of third parties,
- (vi) violation of any applicable law or regulation,
- (vii) any other fault committed by or omission on the part of Supplier, its agents, employees, or subcontractors in performing the Sales Agreement.

13.3. Except in the event of malicious intent of Purchaser (or of the persons for which it could be held liable) and with the express exclusion of its negligence - even gross negligence - Purchaser is not liable for any loss or damage that is in any way incurred or suffered by Supplier, its property, its agents, employees, or subcontractors, or third parties.

13.4. Supplier may only invoke an event of force majeure if the event in question can be characterized as force majeure under the strict meaning of Articles 1147-1148 of the Belgian Civil Code.

Art. 14 - Confidentiality and Secrecy

14.1. Supplier acknowledges that because of the Sales Agreement it has with Purchaser, it could gain knowledge of non-public, confidential, or proprietary information including but not limited to know-how, specifications, samples, designs, drawings, pricing, distributor and client lists, discount or rebates, business processes, trade secrets, data, tools, and any commercially valuable information whether disclosed orally or in written or other form of media, and whether or not marked or otherwise identified as “confidential” (hereinafter “**Confidential Information**”).

14.2. Supplier undertakes and agrees to keep secret and confidential all Confidential Information and not reveal the Confidential Information to any person except those employees, contractors, sub-contractors, and agents of Supplier as can be necessary for the purposes of performing its obligations under the Sales Agreement. Supplier represents and warrants that its employees, contractors, sub-contractors, and agents will comply with the confidentiality obligations contained in this provision and acknowledges that it will be fully liable for any breach of the obligations contained in this provision committed by its employees, contractors, sub-contractors, or agents.

14.3. All Confidential Information and other materials and information of any kind furnished to Supplier by Purchaser remain the latter’s property and may be used exclusively by Supplier for the performance of the Sales Agreement. Upon Purchaser’s request and/or upon termination of the Sales Agreement, Supplier must promptly return all Confidential Information, documents, and other materials that it has received from Purchaser during the term of the Sales Agreement.

Art. 15 - Termination

15.1. If any of the following scenarios occur, Purchaser may terminate the Sales Agreement in whole or in part - without prior notice or judicial intervention - by sending a registered letter to Supplier, and such termination will have immediate effect.

- (i) If Supplier fails to meet any of its obligations towards Purchaser under these Conditions or Sales Agreement or fails to meet such obligations timely, completely, or appropriately;
- (ii) If Supplier is declared bankrupt, is wound up, files or is sued for bankruptcy or otherwise appears to be insolvent;
- (iii) If, in connection with the performance of the Sales Agreement or in any other connection, Supplier behaves in such a way that Purchaser's trust in the relationship is totally destroyed or that Purchaser cannot be reasonably expected to continue the relationship with Supplier;
- (iv) If, prior to the Delivery Date or Supplier's performance of the Sales Agreement, Purchaser has reasonable grounds to believe that Supplier will fail to meet its obligations under the Sales Agreement towards Purchaser timely, completely, and appropriately.

15.2. If Purchaser terminates the Sales Agreement under any of the scenarios in the foregoing, it must not pay Supplier any compensation, but the Supplier must remain obliged to indemnify Purchaser for any damage the latter suffered.

15.3. Without prejudice to Purchaser's rights under the aforementioned paragraphs of this article, Purchaser may terminate immediately any Sales Agreement, in whole or in part, by sending a termination notice by registered letter to Supplier. Any compensation to be paid by Purchaser to Supplier to have the Purchase Order or Sales Agreement terminated are subject to negotiation by the Parties, but such compensation shall in no way exceed and shall be the lower amount of (i) the purchase price under the Purchase Order or Sales Agreement, or (ii) Supplier's actual costs, which are determined in accordance with generally accepted accounting principles on the date the termination notice is received by Supplier. All Goods for which Purchaser pays termination charges must be promptly delivered to Purchaser by Supplier.

15.4. Purchaser may also terminate the Sales Agreement at any time by sending a registered letter to Supplier, without any prior notice and without paying any compensation, if Supplier has not started performing the Sales Agreement.

Art. 16 - Waiver

Purchaser's failure to enforce any of the provisions of these Conditions or the Sales Agreement or any right with respect hereto, or to exercise any option herein provided, cannot be construed in any way as a waiver of such provisions, rights, or options, and Supplier's obligations with respect thereto continue to be in full force and effect.

Art. 17 – Applicable Law and Jurisdiction

17.1. The Sales Agreement between Purchaser and Supplier is exclusively governed and construed in accordance with the laws of Belgium, to the exclusion of the UN Convention on the Contracts for the

International Sale of Goods, and no effect may be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to apply.

17.2. Any dispute arising out of or in connection with any Sales Agreement concluded with Supplier, whose domicile or its registered office is in the territory of one of the European Union member-states is to be finally and exclusively settled by the courts of Brussels. Any disputes arising out of or in connection with any Sales Agreement concluded with Supplier whose domicile or its registered office is outside the territory of one of the European Union member-states is to be finally settled under the CEPANI Rules of Arbitration by one arbitrator appointed in accordance with those Rules. The seat of the arbitration shall be Brussels. The arbitration shall be conducted in English.

Annex I: Documents Required

a. If a proforma invoice is issued, it must include the following requirements:

- Must be written in English
- Invoice Date
- Name and VAT Number of Purchaser (Kadine BVBA and BE0437.697.256)
- Name and address of Supplier
- Purchase Order Number
- Letter of Credit Number (if applicable)
- Style reference from Purchase Order
- Short Description of the Goods and Products
- Unit of Measure (pieces, pairs etc.)
- Purchase price in the currency of the purchase with currency type specified
- Incoterms of sale
- All discounts, and reasons for the discounts

b. The following documents are required for all shipments:

1. Commercial Invoice with following requirements:

- Must be written in English
- Invoice Date
- Name and VAT Number of Purchaser (Kadine BVBA and BE0437.697.256)
- Name and address of Supplier
- Country of Origin
- Purchase Order Number
- Letter of Credit Number (if applicable)
- Style reference from Purchase Order
- Short Description of the Goods and Products
- Unit of Measure (pieces, pairs etc.)
- HS codes or Intrastat
- Quantity shipped
- Net and gross weight of the shipment
- Purchase price in the currency of the purchase with currency type specified
- Incoterms of sale
- All discounts, and reasons for the discounts

2. Packing List with following requirements:

- Must be written in English
- Net and gross weight of the shipment
- Shipping marks and carton count

3. Bill of Lading or AWB depending of the transportation by sea or by air
4. Declaration of Preferential Origin if not issued at the starting of the season valid for the whole season (only for EC Sellers)
5. GSP Form A (only for Indian Sellers)

Annex II: REACH Compliance declaration letter

Your Company LOGO

<Your Company Details>

REACH COMPLIANCE DECLARATION LETTER

We hereby certify that all products manufactured by us or by our suppliers and/or subcontractors, and supplied to KADINE BVBA comply with the requirements of the European Union REACH Regulation (EC) 1907/2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals. ¹

Furthermore, we declare that substances listed below are banned in the manufacturing of all articles supplied to KADINE BVBA:

- Brominated Flame Retardants
- Bisphenol A
- Heavy Metals
- Tinorganics
- APEO (alkylphenol ethoxylates)
- Glycol Ethers

Any deviation from these requirements must be reported to the production department of KADINE BVBA.

Name

Position

Date

¹ 1. We confirm that none of the finished products supplied to KADINE BVBA carry any of the hazardous substances listed on the Candidate List of Substances of Very High Concern for eventual inclusion in Annex XIV currently released by ECHA (<http://echa.europa.eu/web/guest/candidate-list-table>), in quantities above a concentration of 0.1% weight by weight, nor listed in the Annex XIV (list of substances subject to authorization).

2. We declare that a substance on its own, in a preparation or in an article, for which Annex XVII of REACH contains a restriction may not be manufactured, placed on the market, or used unless it complies with the conditions of that restriction.

3. As the REACH Regulation is updated frequently, we will evaluate the further revise version in time and update this declaration letter to reflect any changes.

List of Articles supplied to KADINE BVBA

Item/ Essentiel Reference	Item description

Annex III: Product and Category Range

Category	Subcategory	Composure	Item Category Coat
Handbags	Clutches	ACCESSOR	BAG
Handbags	Wallets	ACCESSOR	ACC
Handbags	Pouch	ACCESSOR	BAG
Handbags	General Handbags	ACCESSOR	BAG
Accessories	Belts	ACCESSOR	BELT
Accessories	Necklaces	ACCESSOR	ACC
Accessories	Bracelets	ACCESSOR	ACC
Accessories	Scarves	ACCESSOR	SCARF
Accessories	Hair Accessories	ACCESSOR	ACC
Accessories	Hats	ACCESSOR	ACC
Accessories	Keychains	ACCESSOR	ACC
Accessories	Gloves	ACCESSOR	ACC
Accessories	General Accessories	ACCESSOR	ACC
Shoes	Sneakers	ACCESSOR	SHOES
Shoes	Heels	ACCESSOR	SHOES
Shoes	Flats/Loafers	ACCESSOR	SHOES
Shoes	Wedges	ACCESSOR	SHOES
Outerwear	Overcoats	WOVEN	COAT
Outerwear	Overcoats	PRINT	COAT
Outerwear	Parkas	WOVEN	COAT
Outerwear	Puffers	WOVEN	COAT
Outerwear	Puffers	WOVEN	JACKET
Outerwear	Leather	WOVEN	COAT
Outerwear	Leather	WOVEN	JACKET
Outerwear	Fur	WOVEN	COAT
Outerwear	Fur	WOVEN	JACKET
Outerwear	Jackets	WOVEN	JACKET
Apparel	Dresses	WOVEN	DRESS
Apparel	Dresses	PRINT	DRESS
Apparel	Dresses	KNITTED	DRESS
Apparel	Dresses	JERSEY	DRESS

ESSENTIEL

ANTWERP

Apparel	Jackets/Blazers	WOVEN	JACKET
Apparel	Jackets/Blazers	PRINT	JACKET
Apparel	Jackets/Blazers	JERSEY	JACKET
Apparel	Pants	WOVEN	PANTS
Apparel	Pants	PRINT	PANTS
Apparel	Cardigans	KNITTED	CARDIGAN
Apparel	Shorts	WOVEN	SHORTS
Apparel	Shorts	PRINT	SHORTS
Apparel	Skirts	WOVEN	SKIRT
Apparel	Skirts	PRINT	SKIRT
Apparel	Skirts	KNITTED	SKIRT
Apparel	Sweaters	JERSEY	SWEATER
Apparel	Jumpers	KNITTED	SWEATER
Apparel	Tops	PRINT	TOP
Apparel	Tops	WOVEN	TOP
Apparel	Tops	KNITTED	TOP
Apparel	Tops	JERSEY	TOP
Apparel	Vests	WOVEN	WAIST COAT
Apparel	Shirts	WOVEN	SHIRT
Apparel	Shirts	PRINT	SHIRT
Apparel	Jumpsuits	WOVEN	DUNGAREES
Apparel	Jumpsuits	PRINT	DUNGAREES
Apparel	Jumpsuits	JERSEY	DUNGAREES
Denim	General Denim	WOVEN	JEANS