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## RETAIL AGREEMENT

### GENERALITIES:

Cleverclixx BV grants the retailer a non-exclusive, revocable, non-transferable and non-sublicensable personal license to market and sell products for final consumers. The retailer agrees not to market, sell or distribute products to any distributor or retailer, including, among others, export distributors, wholesalers, physical stores, internet stores or another person or entity that resells or intends to resell the products on any auction site or large platforms online.

### DISTRIBUTION:

With the intention of protecting local commerce and avoiding the markets crossing in its sales, we apply a geographic fence, or Geo fencing. Each retailer can sell Cleverclixx brand only in the country where tax address is specified. Cleverclixx does not allow partners to sell via online platforms such as Amazon or Bol.com. Violation against this will lead to immediate delivery suspension without any compensation for outstanding payments and orders.

\*Stores with tax address in Europe will have the possibility of selling throughout all the European countries.

### MINIMUM ADVERTISED PRICE (MAP):

We suggest a minimum recommended price (including taxes) with the intention to take care of the brand, the products and all the points of sale that have our brand. We suggest applying a minimum of 2.15 with taxes included. All details can be found in the [price list](#).

In territories such as Australia, South America, North America or other territories outside the European Community we work according to the shipping terms of Ex Works and include the shipping packaging (pallets, etc).

### MARKETING ACTIONS:

If you plan to do marketing campaigns with discounts, sales, etc. please contact us or our agent in your region.

If you want us to do a shared action (media, bloggers, influencers, etc.) we can value it together and if there is agreement in the concept, medium, etc. As Cleverclixx BV. we can offer 50% of the product for such action.

### PAYMENT METHOD:

The payment method is pre-paid prior to shipment. The invoice will be sent immediately after placing the order via e-mail. The order can be paid online immediately or via bank transfer. In this last case, if within a period of 15 days the proforma is not paid, we reserve the right to use the items for other clients.

### MINIMUM ORDERS:

Orders have to be a minimum of €800 for the first order (minimum 4 different sets) and €400 for all following orders. We do not have a Drop Shipping system available.

### SHIPPING COSTS:

Are not included. The cost is calculated based on weight and volume. The approximate cost in the European Union (except Spain) is 5% of the value of each order. Norway, Malta, Greece and other territories will be valued.

In case of export, the costs derived from customs procedures will be charged in the invoice.

Cleverclixx BV

Bank Account : BE78 3632 2966 1886



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### **DELIVERY TIMES:**

For orders delivery times will be a maximum of 12 days.

### **TRANSPORT:**

Loose boxes will normally be shipped with DPD or DHL Express, pallet shipments will be shipped with DB Schenker. Visible damages should be noted on the delivery notes or CMR and pictures to be taken. Not visible damages should be notified within the legal timeframe.

### **EXHIBITION MATERIAL FOR THE PHYSICAL RETAILERS:**

If you need material to exhibit in your store, we can send products without the packaging to save costs and make a 5% discount. This discount is not cumulative to others.

### **NON-DIVISIBLE PACKS:**

Selling in a modified or different presentation is not allowed as the products are delivered from the factory (sale of separate pieces, mixed products, different combinations, etc).

Any modification of the products invalidates compliance with European toy safety regulations EN71 and exempts us from any liability as manufacturers.

### **USE OF PHOTOGRAPHS:**

From Cleverclix BV we give pictures that are our property and which have copyrights.

When you use them you should quote us as follows:

© Cleverclix

On Facebook: @cleverclix

In Instagram: @cleverclix

We do not approve the use of our photographs for the purpose of selling actions related to heavy discounts or sales (liquidations) unless we have granted written permission.

### **AREA POLICY (only applicable to physical stores, not ONLINE):**

- For cities of up to 15,000 inhabitants, we maintain a single zone giving exclusivity to the first customer located in that area.

- For cities with more than 15,000 inhabitants we leave a free radius of 800 meters around.

### **MANUFACTURER'S LIMITED WARRANTY:**

One (1) year for Cleverclix BV products from the date of purchase. This warranty covers normal use and does not cover the product if it has been incorrectly used.

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CLEVERCLIXX BV reserves the right to immediately suspend the supply and sale of its products to the store/customer that violates or attempts to violate the present conditions. This will in no way entitle the store/customer to any form of compensation.

### **ARBITRATION:**

This contract is subject to Belgian legislation and in the event of a conflict, the Courts and Tribunals of Figueres and their hierarchical superiors will be competent.

DATE / PLACE: \_\_\_\_\_

SIGNATURE AND LOGO \_\_\_\_\_