

Basic Affordable Stock Concept (BAS Concept) (cooperation agreement)

BBIG bv

And

_____ (hereinafter referred to as the client)

Whereas:

- BBIG bv and the client enter into a cooperation agreement with the aim of creating a win-win by expanding the BBIG collection at the client on conditions that are attractive to the client.
- BBIG bv supplies the client with a collection consisting of 48 frames, at a promotional price of € 960.00 (€ 20.00 apiece).
- BBIG bv subsequently supplies the frames to the client at a fixed price of € 52.00 per model. This price applies for each model and is lower than the customary prices of BBIG bv.
- The client presents the BBIG collection in a clearly visible place in his/her shop and ensures that the collection is supplemented in time, so that there will always be at least 45 frames available in the shop.
- The client is allowed to exchange the frames on a one-on-one basis, provided that the basic collection is supplemented to 48 items first.

Declare that they have agreed the following:

Art. 1 First BAS Concept delivery

The client buys a basic stock of 48 BBIG spectacle frames, hereinafter referred to as BBIG collection. This collection will be composed and delivered in consultation between the client and BBIG bv. Should a model be out of stock, an alternative will be supplied. These 48 frames are supplied at a special promotional price of € 960.00 (or € 20.00 apiece). This means that the client will be given a discount of € 1,632.00 compared to the regular price. The invoice must be paid prior to delivery. After payment of the invoice, the client will become the owner of these spectacle frames.

Art. 2 Minimum basic stock

- a. The client guarantees that a BBIG collection of 48 items will always be kept in stock until the end of the agreement.
- b. The client will inform BBIG bv for times a year, on the latter's request, about the number and type of the BBIG frames that are in stock and the frames that have been sold.
 - 1) The sold frames will be supplied again, unless otherwise indicated.
 - 2) Approximately twice a year, the client will be visited by an employee of BBIG bv to discuss the collection and possibly to exchange and/or supplement part of the collection.
 - 3) The client has the option to exchange the frames from his or her basic collection for other frames on a one-on-one basis to keep his or her basic collection up to date.
 - 4) The client can only exchange frames that are new, free from damage, and clean.
 - 5) Frames are exchanged without any financial compensation; shipping costs will be charged, though.
 - 6) Condition for the option to exchange is that the basic collection first is supplemented to 48 items.
 - 7) The BBIG-collection may not be distributed across several branches and must be present at the delivery address at all times.
- c. If the client fails to meet the conditions set out in articles 2.a and 2.b, BBIG bv will be entitled to terminate the agreement with immediate effect and invoice the client for the discount given (on the basis of art. 1).

Art. 3 Prices and volume discounts for 2023-2024

- a. BBIG bv applies one fixed basic price of € 52.00 per frame for participants in the BAS concept. This applies for all BBIG frames.
- b. Volume discounts for the next year will be calculated on the basis of volumes realised in the previous year. Frames delivered subject to guarantee, free frames and frames that are part of the basic stock as referred to in art. 1 are not taken into account in the calculation of the volumes.
- c. All prices specified in this agreement are exclusive of VAT.

A standard graduated scale applies for the calculation of the discounts:

Units	Discounts based on last year's volumes (in € per frame)	Price per frame (in €)
Without BAS		53 - 59
BAS. 0-15	0.00	52.00
BAS. 16-30	1.50	51.50
BAS. 31-60	3.50	48.50
BAS. > 60	6.00	46.00

BAS = Basic Affordable Stock Concept

Art. 4 Presentation of BBIG frames

The client has to present the BBIG collection in a clearly visible place in his or her shop. BBIG bv will provide the client with sufficient advertising materials in support of sales. If the client fails to honour the agreements on this presentation, BBIG bv reserves the right to terminate the agreement with immediate effect and to invoice the client for the discount given, as referred to in art. 1.

Art. 5 Duration and termination of the agreement

- a) The agreement has a term of two years. This term commences at the time of signing the agreement by the client and BBIG bv.
- b) If the client fails to indicate expressly that he or she wants to terminate the agreement by sending a formal letter at least two months before the end of the contract term, this agreement will automatically be extended, each time with a period of one year.
- c) If the client wants to terminate the contract within the term of two years, BBIG bv will be entitled to charge the discount as referred to in art. 1.
- d) If the client has sold fewer than twelve frames during a period of one year, BBIG bv will be entitled to terminate the agreement at the end of the contract term.
- e) After termination of the contract, the discounts and the right of exchange will lapse.

Art. 6 Additional provisions

The general delivery conditions apply in addition to this contract. Furthermore, Dutch law applies to this agreement.

Agreed and drawn up in duplicate and signed in _____

Date: - - 20

BBIG bv _____

The Client: _____

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