General Terms & Conditions of AnnaBay Club BV

1. Definitions In these General Terms & Conditions ("Terms"), the following definitions apply:

- **Seller**: AnnaBay Club BV, including its affiliates, subsidiaries, and successors.
- **Buyer**: Any natural or legal person entering into an agreement with the Seller.
- **Agreement**: Any accepted offer, quotation, or contract between the Seller and Buyer, including any amendments or supplements thereto.
- **Products**: All tangible goods, including but not limited to alcoholic beverages, sold by the Seller under the Agreement.
- **Jurisdiction**: The laws and courts of Curaçao.

2. Applicability
2.1 These Terms govern all sales of Products by the Seller to the Buyer and form an integral part of all Agreements between the Seller and Buyer.
2.2 By placing an order with the Seller, the Buyer agrees to these Terms.
2.3 Any deviations from these Terms must be agreed upon in writing by both parties.
2.4 The Buyer's general terms and conditions are explicitly excluded unless agreed to in writing by the Seller.

3. Orders and Acceptance
3.1 All orders must be submitted in writing, electronically, or via an approved ordering system.
3.2 Offers and quotations provided by the Seller are non-binding and considered invitations for the Buyer to place an order, unless otherwise explicitly stated in writing.
3.3 Orders are subject to acceptance by the Seller. The Seller reserves the right to reject any order for any reason, including but not limited to availability or concerns regarding the Buyer's creditworthiness.
Once an order is accepted, it is binding. Any changes or cancellations require the Seller's written consent.
3.5 The Seller may condition acceptance of the Buyer's order on additional requirements, such as security deposits or guarantees, if deemed necessary based on the Buyer's financial standing or past performance.

4. Prices
4.1 Prices for the Products are quoted in Netherlands Antillean Guilders (ANG) and exclude applicable taxes, duties, and delivery charges unless otherwise specified.
4.2 For export transactions, all prices are ex-works (EXW) Curaçao unless otherwise specified in writing.
4.3 The Seller reserves the right to adjust prices without prior notice to reflect changes in production costs, taxes, market conditions, or currency fluctuations.

5. Payment Terms
5.1 Unless otherwise agreed in writing, all payments are due either: a. In advance (pre-payment); or b. At the time of delivery (payment on delivery).
5.2 Specific credit terms may be granted at the Seller's sole discretion and must be agreed in writing. Failure to adhere to such terms may result in revocation of credit privileges.
5.3 Late payments will incur interest at a rate of 2% per month from the due date until payment is made in full.
5.4 In case of non-payment, all costs, including all legal fees and collection expenses, will be borne by the Buyer.
5.5 The Seller reserves the right to suspend deliveries if payments are overdue or credit terms are breached.
5.6 Partial payments do not waive the Seller's rights to recover the full balance due.
5.7 Payment must be made to the Seller's designated bank account or by other approved payment method.
5.8 The Seller may conduct credit checks on the Buyer and require a deposit or advance payment for large or first-time orders.

6. Delivery and Risk
6.1 Delivery dates are estimates and not guaranteed. The Seller is not liable for delays.
6.2 Risk of loss or damage passes to the Buyer upon delivery of the Products to the Buyer or their designated carrier.
Any claims for shortages or damages must be made in writing within three days of delivery.
6.4 The Buyer must inspect Products upon receipt and notify the Seller immediately in writing (or electronic mail) of any discrepancies.

7. Title to Products
7.1 Title to the Products remains with the Seller until full payment is received.
7.2 The Seller reserves the right to reclaim Products if payment is not received within the agreed terms.
7.3 The Buyer must notify third parties, including creditors, of the Seller's ownership rights in the Products until payment is complete.

8. Returns and Refunds
8.1 Products may only be returned with prior written authorization from the Seller.
8.2 Unauthorized returns will not be accepted, and the Buyer will bear the cost of any return shipping.
8.3 Returns will only be accepted if the Products are unopened, in their original packaging, and accompanied by proof of purchase. Any costs associated with a return is for the account of the Buyer.
8.4 Refunds or replacements will be issued at the Seller's discretion for defective or incorrectly supplied Products.

9. Compliance with Laws
9.1 The Buyer must comply with all applicable laws and regulations regarding the purchase, transportation, storage, and resale of alcoholic beverages.
9.2 The Buyer is solely responsible for obtaining any necessary permits or licenses.
9.3 The Buyer must not resell Products to unlicensed entities or prohibited markets.
9.4 The Buyer must report any significant changes to their financial condition (e.g., insolvency) that could affect their ability to meet contractual obligations.

10. Limitation of Liability
10.1 The Seller's liability is limited to the purchase price of the Products. The Seller's liability does not extend to delays in delivery.
10.2 The Seller is not liable for indirect, incidental, or consequential damages arising from the sale or use of the Products.
10.3 The Buyer agrees to indemnify and hold the Seller harmless against any third-party claims resulting from the Buyer's misuse or improper resale of the Products.

11. Force Majeure
11.1 The Seller is not liable for failure or delay in fulfilling obligations due to events beyond its reasonable control, including but not limited to natural disasters, strikes, pandemics, cyberattacks, or governmental actions.
11.2 In such cases, the Seller will notify the Buyer and may suspend or terminate the Agreement without liability.
11.3 If the force majeure event persists for more than 60 days, the Seller may terminate the Agreement without liability for damages.

12. Governing Law and Jurisdiction
12.1 These Terms are governed by the laws of Curaçao. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts in Curaçao.

13. Amendments
13.1 The Seller reserves the right to amend these Terms at any time. Any changes will be communicated to the Buyer and apply to future orders.

14. Filing and Language
14.1 These Terms are filed on January 28th, 2025 at the Registry of the Court of First Instance in Curaçao.
14.2 In the case of discrepancies between this English version and any subsequent Dutch translations the English version shall take precedence.

15. Severability
15.1 If any provision of these Terms is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the Agreement, and the remaining provisions shall continue in full force and effect. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that closely approximates the intent and economic effect of the original provision.

16. Entire Agreement
16.1 These Terms constitute the entire agreement between the Seller and Buyer and supersede all prior agreements, understandings, or representations.