

# General Conditions and Terms of Sale

## Delarange Cosmetics B.V.

### 1. General provisions, applicability

1.1 All sales are governed exclusively by these General Conditions and Terms of Sale of DELARANGE COSMETICS B.V. (hereafter also referred to as DELARANGE or Seller). DELARANGE will not recognize any contrary conditions of the Customer's or conditions that differ from DELARANGE General Conditions and Terms of Sale unless DELARANGE explicitly consents in writing to their applicability. DELARANGE Conditions and Terms of Sale shall apply even if DELARANGE, with knowledge of contrary or differing conditions of the Customer's, executes delivery to the Customer without reservation.

1.2 "Customer" or "client" is any private or legal entity who engages to do business with DELARANGE, by means of a contract of sale or otherwise, including the party on whose behalf the agreement is made. "Sale" applies to both goods and services.

1.3 All Agreements made between DELARANGE and the Customer must be recorded in writing.

### 2. Proposals/Acceptance of orders

2.1 All proposals made by DELARANGE are temporary and optional. An offer will only become binding for DELARANGE after confirmation of the order in writing by a duly authorized representative of DELARANGE.

2.2 Proposals made by DELARANGE may include designs, drawings, models, samples, descriptions, illustrations and the like, as well as any attachments or documents relating to our proposals. All of the above remain property of DELARANGE, must be returned to DELARANGE at first request, and may not be copied and / or delivered to third parties without our express written permission. DELARANGE reserves all the concerned intellectual and industrial property rights.

2.3 If the proposal by DELARANGE is not accepted within the period stipulated in the offer, DELARANGE is entitled to invoice to the Customer the costs incurred in making the proposal, including the costs referred to in the previous paragraph.

### 3. Contract revocation, order cancellation

3.1 No order accepted by DELARANGE may be cancelled or revoked unilaterally by the Customer. Cancellation or revocation is only valid after written approval/consent by DELARANGE, regardless of the reason for cancellation or revocation and without limitation of the rights and/or damage compensation claims to which DELARANGE is entitled thereafter.

3.2 In the event of an order cancellation, DELARANGE is entitled to charge a cancellation fee. This fee equals 100% of the invoice amount for cancellations within 2 weeks before scheduled delivery. For cancellations within 30 days from date of order confirmation, the cancellation fee equals 50% of the invoice amount. Special orders for merchandise not ordinarily in stock and/or manufactured according to the Customer's specification, cannot be cancelled or revoked.

### 4. Prices and terms of payment

4.1 Unless otherwise indicated in the order confirmation, DELARANGE prices are DDP (Delivered Duty Paid; named place of destination) when transport is arranged by DELARANGE, or EXW (Ex Works; named place of delivery) when transport is arranged by the Customer.

4.2 Value added tax (VAT) as required by law is not included in the prices. VAT will be indicated separately on the invoice to the amount required by law on the billing date.

4.3 The deduction of cash discounts requires special prior written arrangements. The total gross invoice amount is due and payable to DELARANGE within 30 days of billing without any settlement against open invoice or deduction. If the Customer does not make timely (complete) payment, he is in default without any further notice of default being required. In that case DELARANGE has the right to suspend the fulfillment of all obligations towards the Customer, without prejudice to the rights arising from the ordinary law. Furthermore, if the Customer is in payment-arrears, DELARANGE is entitled to charge penalty interest at the rate of 4% above the current interest rate of the European Central Bank per year. If DELARANGE suffers greater damages due to payment delay, it is entitled to claim these damages.

4.4 All costs involved in the collection of invoiced amounts (including the extrajudicial collection costs) are to be borne by the debtor. The extrajudicial collection costs will be determined in accordance with the Dutch Staffel Buitengerechtelijke Incassokosten (BIK), (<https://www.rechtspraak.nl/Voor-advocaten-en-juristen/Reglementen-procedures-en-formulieren/Civiel/paginas/stafel-buitengerechtelijke-incassokosten.aspx>) with a minimum of € 40,- excluding VAT.

4.5 DELARANGE may refuse to supply merchandise on credit to the Customer at any time. Merchandise supplied to the Customer for payment upon delivery or similar methods shall be subject to these General Conditions and Terms of Sale.

4.6 The Customer may declare a settlement against open invoice to DELARANGE only if his or her counterclaims have been decided finally and absolutely, are uncontested, or are recognized and acknowledged by DELARANGE.

4.7 Unless there is a contrary agreement elsewhere, DELARANGE reserves the right to raise the selling price unilaterally for merchandise ordered from DELARANGE if it has not yet been shipped from a DELARANGE registered office. In the event of a price increase by the supplier, the selling price stated to the Customer will be raised by the same percentage as DELARANGE's costs for the merchandise have risen due to the price increase.

### 5. Delivery period and delivery

5.1 DELARANGE is obliged solely to provide merchandise after clarification and agreement on all technical matters. This presumes and requires that the Customer fulfills all obligations properly and in due time.

5.2 The delivery times specified by DELARANGE will never be regarded as a fatal deadline, unless expressly agreed otherwise in the individual sales agreement. In the event of late delivery, the Customer shall give DELARANGE notice of default in writing.

5.3 If the Customer defaults in accepting delivery of merchandise or violates other participation obligations, DELARANGE is entitled to require compensation for damages

thus incurred, including any added expenses. In this event, the risk of accidental destruction or accidental deterioration of the goods shall devolve upon the Customer at such time as the Customer enters default in accepting delivery.

5.4 DELARANGE is not responsible for arrears in delivery or performance due to reasons beyond its control. Such reasons include – without restriction or limitation – acts of nature, actions taken or refrained from by the Customer or by civil or military authorities, fires, strikes, epidemics, quarantine regulations, floods, earthquakes, unrest, war, shipping delays, etc., as well as the impossibility of obtaining labor, materials, or supplies. In case of such delay, any contractually agreed delivery deadline will be extended by a period corresponding to the time lost due to the delay, so as to prevent incurring any damages requiring compensation or contractual penalties to DELARANGE.

5.5 DELARANGE is entitled to refuse or delay providing goods if the Customer fails to make immediate payment of amounts due and payable, regardless of whether such amounts are the result of the same or another contractual relationship with DELARANGE.

5.6 DELARANGE may provide merchandise falling under the present provisions at any time or in several partial shipments within the period set in the respective order.

5.7 All rights to the merchandise and the risk of loss, damage or accidental destruction shall devolve upon the Customer from the moment DELARANGE hands over the merchandise into the charge of the carrier for shipment. The Customer is responsible for any applicable insurance premiums for shipment of the merchandise, subject to written approval of contrary arrangements by DELARANGE. Unless otherwise instructed by the Customer, DELARANGE may itself determine the carrier, shipping method, and transport route.

5.8 The Customer accepts that the goods delivered by DELARANGE may deviate from the description in the order if and insofar as this concerns small differences in size, quantity, colour and/or other minor discrepancies.

### 6. Transport insurance

6.1 If so desired by the Customer, DELARANGE will provide transport insurance coverage for the merchandise shipment. Costs so incurred are payable by the Customer.

### 7. Warranty for defects

7.1 The Customer's rights under the warranty require that the Customer has duly fulfilled his/her inspection and notification duties. It is assumed that the Customer has accepted the merchandise if he or she has not refused acceptance within a reasonable period. Such period is defined as 10 days from receipt of the merchandise. Claims due to delay in delivery shall be ruled out unless made prior to receipt of the merchandise. Merchandise acceptance represents renunciation of any and all claims due to delay in delivery.

7.2 DELARANGE shall provide the applicable warranties as product manufacturer, insofar and to the extent legally obligated. DELARANGE provides no warranty nor assurances about the suitability of the products for particular purposes. DELARANGE agrees to transfer to the Customer any transferable warranties that DELARANGE has received from a third party manufacturer/supplier of the merchandise sold to the Customer. Value-addition work performed by DELARANGE shall correspond to the Customer's applicable specifications for such work.

7.3 To the extent that the purchased merchandise shows a defect for which DELARANGE is responsible, DELARANGE shall be entitled at its option to either correct the defect or provide a replacement. In the event of defect correction, DELARANGE shall be obliged to pay all expenses necessary for the purpose of correcting the defect of the delivered product, in particular costs of transport, travel, labor and materials, in so far as such costs are not increased due to the merchandise having been moved to a location other than the place of performance.

7.4 Additional claims of the Customer – for any legal reason whatsoever – shall be ruled out insofar as no other provisions are set forth hereinafter. In particular, DELARANGE shall assume no liability for lost profits or other financial detriment to the Customer. In no event will DELARANGE be liable for indirect accessory or consequential damage.

7.5 To the extent permitted by the relevant law, compensation of the Customer on the basis of a claim by the Customer shall be limited to the purchase price he paid for the merchandise, regardless of the type of the claim, arising either from warranty or from the contract.

7.6 Claims for damages for any legal reason whatsoever shall be made within a period of one (1) calendar year after the date of delivery, time is of the essence, failing which, such rights and/or remedies, if any, shall lapse. Where permissible by the relevant law, personal injury claims and claims pursuant to product liability under Dutch Law are excluded herefrom. The limitation periods as prescribed by Dutch Law are applicable to these and other warranty claims.

### 8. Aggregate liability

8.1 Further liability for damage compensation is precluded hereby, irrespective of the legal nature of the asserted claim. This shall not apply in cases of injury to life, body or health in so far as the injury arises from a willful or grossly negligent breach of duty on the part of DELARANGE or on the part of a legal representative of DELARANGE. Furthermore, liability for other damage shall not be excluded if the latter arises from a willful or grossly negligent breach of duty on the part of one of DELARANGE's legal representatives.

8.2 Insofar as liability is precluded pursuant to 8.1 or limited for DELARANGE, this shall also apply for personal liability on the part of DELARANGE's staff, employees, representatives, and agents.

### 9. Retention of ownership

9.1 DELARANGE shall retain ownership of the merchandise pending receipt of all payments resulting from the supply contract. DELARANGE is entitled to repossess the merchandise in the event of behavior by the Customer in violation of the contract, especially default in payment. The repossession of the merchandise by DELARANGE does not constitute a revocation of the contract unless so expressed by DELARANGE explicitly and in writing. DELARANGE is entitled to sell the merchandise following repossession; the proceeds from the sale are to be credited toward the amounts owed by the Customer, minus reasonable sales expenses.

9.2 The Customer is obliged to treat the merchandise with care until it is paid for in full, and if necessary, to provide for adequate insurance.

9.3 In the event of seizures or other interventions by third parties, the Customer must notify DELARANGE thereof in writing without delay to enable DELARANGE to file any necessary legal actions. To the extent that the third party is not able to reimburse DELARANGE for court costs and other expenses associated with the aforementioned legal actions, the Customer shall be liable for the financial loss suffered by DELARANGE.

9.4 The Customer is entitled to resell the merchandise by way of a normal business transaction. The Customer thereby assigns to DELARANGE all payments receivable from customers or third parties to which the Customer becomes entitled on account of such resale to the amount of the final invoice total (including value-added tax), regardless of whether the merchandise is resold with or without processing. The Customer remains authorized to collect such payment receivable even following this assignment. DELARANGE's rights to collect the payment itself shall remain unaffected thereby.

9.5 Processing or modification of the merchandise by the Customer shall always be performed on DELARANGE's behalf. If the merchandise is processed or combined with other objects not belonging to DELARANGE, then DELARANGE shall acquire co-ownership of the new item in the ratio of the value of the merchandise to the other processed objects at the time they are processed. The item created through such processing shall be covered by the same stipulations as the merchandise supplied with rights reserved.

#### **10. Patents, violations**

10.1 DELARANGE shall provide no assurances whatsoever that merchandise sold to the Customer is free of third party legal claims based on a violation or infringement of a patent, trademark, copyright, intellectual property right or the like, and shall provide no warranty whatsoever in the event of a violation in connection with the merchandise. The Customer consents to address him- or herself only to the manufacturer or licensor of the merchandise in the event of a claim based on a violation. In addition, the Customer undertakes to protect, defend, and indemnify DELARANGE from any third-party claims, claims for damages, costs, expenses, and legal fees resulting from the unlicensed and/or unauthorized utilization, alteration or improvement of the merchandise by the Customer.

#### **11. Technical consultation and data**

11.1 Any technical consultation or advice offered or given in connection with the use of the merchandise shall be a gratuitous favor for the Customer. DELARANGE bears no responsibility and assumes no liability whatsoever for the content, application or consequences of any such consultation or advice. The Customer may not utilize, reproduce, or disclose technical data provided or disclosed by DELARANGE without the seller's prior written approval.

#### **12. Rights of seller**

12.1 In the event the Customer falls into arrears with his or her payments, the Customer shall pay all costs incurred by DELARANGE in collecting amounts owed by the Customer, including reasonable legal and collecting fees.

12.2 If DELARANGE waives its rights in the event of violation of these provisions and conditions or in case of payment arrears, this shall not constitute renunciation of such rights in case of subsequent violations and omissions.

#### **13. Agreement, amendments/supplements to agreement**

13.1 The present agreement shall represent the sole and total agreement between the parties with regard to the subject matter of the contract, replacing all earlier or contemporaneous agreements between them, whether written or oral, regarding the same subject matter. Previous transactions between the parties and procedures customary in the industry shall not be authoritative as an interpretation or amendment of a provision hereof. Acceptance or tolerance in the event of a performance rendered in the context hereof shall not be authoritative for determining the meaning of the present agreement, even if the accepting or tolerating party had knowledge of the type of performance and had the opportunity to object. Any later changes to this agreement are binding upon DELARANGE only if made in writing and signed by both the Customer and DELARANGE. An assignment by the Customer of this agreement or the rights arising there from shall be valid only with the written consent of DELARANGE.

#### **14. Customer's provisions and conditions**

14.1 DELARANGE shall strive to serve its customers promptly and efficiently. Accordingly, DELARANGE will provide its merchandise and render its services exclusively in accordance with the provisions and conditions set forth in this agreement.

14.2 Contract fulfillment by DELARANGE depends exclusively on the content of DELARANGE's General Conditions and Terms of Sale, unless DELARANGE expressly consents beforehand in writing to different arrangements. If such an agreement is lacking, the service and/or delivery shall begin only with the intention of accommodating the Customer; this shall not establish an act of acceptance of any or all of the Customer's provisions and conditions, and cannot be interpreted as such.

14.3 If no contract is concluded in writing beforehand by mutual consent, then acceptance of the merchandise or services shall be considered acceptance of the provisions and conditions named in these General Conditions and Terms of Sale.

#### **15. General Provisions**

15.1 The present agreement and the performances to be rendered by the parties shall be governed by and construed in accordance with laws of The Netherlands. The parties hereby explicitly rule out the applicability of the United Nations' law on the international sale of goods and the Hague Convention on the law governing international sales agreements for moveable property/Uniform Law on the Sale of Goods. All provisions, conditions and agreements contained in this agreement shall apply to all legal successors of the Customer and are binding upon them.

15.2 If a provision or part of the present agreement is or becomes invalid, illegal, contrary to law or to public policy, or unenforceable, the remaining provisions or portions thereof shall remain unaffected thereby.

15.3 The individual Section headings employed in this agreement serve only to help the parties to categorize performances hereunder.

#### **16. Legal venue, place of performance**

16.1 In the event of a dispute, the courts at the location of the registered office of DELARANGE at which the sale was concluded will have exclusive jurisdiction. However,

DELARANGE is also entitled to bring action against the Customer at the court of his or her domicile.

16.2 The place of performance shall be the location of the DELARANGE's registered office.