

GENERAL TERMS AND CONDITIONS SALE, DELIVERY AND SERVICES MONDIAL COSMETICS BV

The general part (A) of these General Terms and Conditions relates to both the sale and delivery of products as the providing of services by Mondial Cosmetics. The special provisions individually relate to (B) exclusively the sale and delivery of products and (C) exclusively the services provided by Mondial.

A. General provisions

Article 1 Definitions

- 1.1 **General Terms and Conditions:** these general terms and conditions, regardless of the form in which they are provided.
- 1.2 **Service/Services:** all the assignments and activities performed by Mondial for Client(s) including, but not limited to, the development and/or production and/or distribution and/or marketing of Products and related packaging, marketing materials and marketing tools;
- 1.3 **Intellectual Property rights:** All intellectual property rights and related rights, such as copyright, trade mark right, patent right, model right, trade name right, database right and affiliated rights, including rights on knowhow and performances on par with such rights;
- 1.4 **Mondial:** Mondial Cosmetics B.V. registered in the Trade register of the Chamber of Commerce under number 37079589 and located in Alkmaar;
- 1.5 **Client:** the legal entity or the natural person acting in the profession or company with which/whom Mondial has concluded an agreement for the purchase and/or delivery of a Product and/or Service;
- 1.6 **Agreement:** any agreement concluded by Mondial and Client(s) for the sale and delivery of Products and/or providing of Services, each change thereof or addition thereon plus legal activities for the preparation of the performance of the agreement;
- 1.7 **Product/Products:** Beauty products designed and/or produced and/or sold and/or delivery by Mondial, including cosmetics, recipes, packaging and marketing material for cosmetic products;
- 1.8 **Responsible person:** the quality manager appointed by Mondial and responsible for the compliance with legislation in respect of the manufacture and labelling of Products, the management of the product information system and the identification of the Products.

Article 2 Applicability General Terms and Conditions

- 2.1 The General Terms and Conditions apply to all offers, quotes, Agreements and other legal activities, regardless of the forms, for the offering and delivering/providing of Products and/or Services by Mondial to or for the benefit of the Client.
- 2.2 Mondial explicitly rejects the applicability of any general (purchase terms and conditions of the Client.
- 2.3 Deviations of the General Terms and Conditions only apply if these have explicitly been agreed in writing by Mondial and the Client.

Article 3 Concluding agreement and pricing

- 3.1 All offers and quotes of Mondial are free of obligation, unless otherwise is explicitly stated.
- 3.2 Unless otherwise has been agreed, Products and Services are provided at the prices listed in the most recent price lists published for the pricing of Products and Services denominated in Euro, excluding VAT. The pricing of the Products is based on delivery ex-works, excluding VAT, unless otherwise has been agreed. Mondial is authorised to stipulate a minimum quantity for the delivery of Products.
- 3.3 Agreements are only concluded once Mondial has accepted the order or assignment given by the Client by sending an (electronic) confirmation or upon Mondial's performance of the Service. Mondial retains the right to refuse an assignment and/or order, without specifying

why. Each agreement is entered into subject to the suspensive conditions of sufficient availability of the relevant Products and/or Services.

- 3.4 If changes should arise after the concluding of an Agreement by Mondial and Client in the cost price factors, such as the cost of raw material, materials or labour costs, government measures, insurance premium, freight costs, foreign exchange rates, taxes, levies etc., then Mondial is authorised, but not obliged, to agree that the price is adjusted accordingly. Mondial will inform the Client of any price increase as soon as possible in writing. When the price increase amounts to more than ten (10)% of the original price, the Client has the right to invoke the dissolution of the Agreement in writing within five (5) days after the written notification referred to in the preceding sentence was sent; in the absence thereof the Client is deemed to have agreed with the price increase.

Article 4 Agreement, suspension, dissolution and intermediate termination

- 4.1 Unless explicitly agreed otherwise, all Agreements are entered into for an indefinite period of time, unless otherwise results from the nature of the Agreement.
- 4.2 The Client is not authorised to transfer its rights of obligations under the Agreement to third parties or to have third parties use them, unless Mondial has given its explicit permission thereto in writing.
- 4.3 If a period has been agreed for the performance of the Services or the delivery of Products, the agreed period is never a deadline for Mondial. Upon exceeding a period, the Client must declare Mondial in default in writing and grant a reasonable period of time in which to still execute the assignment. The exceeding of the initially agreed delivery time does not entitle the Client to dissolve or remove the Agreement with Mondial.
- 4.4 Mondial can suspend the performance of the Agreement in full or in part if the Client fails to comply with its obligations under the Agreement or if Mondial has a valid reason to fear that Client cannot comply with its payment obligations, notwithstanding any other right held by Mondial. As soon as the Client complies with the Agreement and/or provides sufficient surety for the compliance with its obligations, Mondial will remove the suspension.
- 4.5 The Client must receive the Products and/or Services on the agreed delivery time. If the Client refuses or delays the receipt thereof or fails to provide information and/or instructions necessary for the delivery of the Service and/or Product on the agreed delivery time, then the costs and damage incurred as a result thereof are payable by the Client.
- 4.6 Mondial is authorised to suspend the compliance with its obligations resulting from the Agreement or to dissolve the Agreement if the Client fails to (fully) comply with the obligations under the Agreement (on time), Mondial has learned information that gives it sufficient grounds to fear that the Client will not comply with its obligations or if Mondial can no longer be expected to comply with the Agreement at the initially agreed conditions due to delays of the Client or other circumstances.
- 4.7 Notwithstanding all other rights, Mondial is authorised to dissolve the Agreement, in full or in part, without judicial intervention, without requiring a notice of default and without being eligible to pay damages:
- The Client has requested or has been granted suspension of payment;
 - The Client is declared bankrupt or if bankruptcy request or a request for debt repayment has been filed;
 - In the event of any other circumstance as a result of which the Client can no longer fully control its assets.

The Client must inform Mondial in writing if a circumstance as stated above arises or it is reasonable to assume that this will arise in the near future.

- 4.8 Termination, suspension or dissolution of the Agreement does not relieve the Client of his payment obligation in this respect for all the Products and/or Services provided by Mondial. The sums Mondial has invoiced before termination in respect of all that it has performed or delivered for the performance of the Agreement, become immediately payable the moment the Agreement is terminated.
- 4.9 The provisions that, in light of their nature, are intended to continue after the termination of the Agreement, will continue to be applicable in force, also after termination.

Article 5 - Payment and debt collection costs

The Products and Services must always be paid within 14 days of the date of invoice, unless a deviating payment term has been confirmed in writing to the Client, in a currency stated by Mondial in its invoice, unless otherwise is stated by Mondial. Mondial is authorised to send periodic invoices.

If the Client fails to pay the invoice on time, then the Client is legally in default. The Client must then pay an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is payable. The interest on the receivable will be calculated from the moment that the client is in default up to the moment the full amount due has been settled. Any judicial and extra-judicial costs are payable by the Client, whereby the extra-judicial costs will amount to at least EUR 40 pursuant to the Decree of 27 March 2012 regarding the rules for the standardisation of the fees for the costs for the obtaining of payment outside of court (Decree Payment Extra-Judicial Debt Collection Costs).

- 5.3 The Client is in no event authorised to settle the amount with sums it owes Mondial. Objections against the height of an invoice do not suspend the payment obligation of the Client. The Client cannot invoke section 6.5.3 (articles 233 through 243 book 6 Dutch Civil Code).

Article 6 Liability Mondial

- 6.1 If the Client shows that he has suffered damage due to an attributable shortcoming of Mondial which would have been avoided in the event of careful operation and no attributable shortcoming of the Client is involved, then the liability of Mondial, insofar no payment is made by the insurers in this respect, is limited to the payment of the direct damage suffered by the Client up to no more than the invoiced amount of the Agreement in question. This liability limitation also applies in respect of third parties engaged by Mondial if they can directly claim on this liability limitation. In no event will the liability for damage payment per event, whereby a series of events are regarded as one single event, amount to more than EUR 500,000, i.e. the maximum amount Mondial can claim under its liability insurance.
- 6.2 Direct damage only refers to the costs the Client has reasonably needed to incur to repair/remove the shortcoming of Mondial, so that the performance of Mondial complies with the Agreement and reasonable costs for the prevention or limitation of such damage and reasonable costs for the determining of the cause and scope thereof.
- 6.3 Each liability of Mondial for indirect damage, including, but not limited to, consequential damage, loss of profit, loss of turnover, is excluded.
- 6.4 Mondial excludes any liability for damage of third parties directly or indirectly related to the concluding and the performance of the Agreements.
- 6.5 Mondial is in no event liable for damage caused as a result of the exceeding of the delivery time of Products and Services.
- 6.6 Mondial is in no event liable for damage, of any nature, due to the Client providing incorrect and/or incomplete information or providing information too late which was required for the performance of the Agreement.

- 6.6 The limitations of the liability included in this article do not apply when the damage can be attributed to intent or gross guilt of Mondial or its managing subordinates.

Article 7 Indemnification

- 7.1 The client indemnifies Mondial against any claims of third parties that suffer damages in relation to the performance of the Agreement and the cause of which cannot be attributed to Mondial. If Mondial were to be held liable for damages by third parties in this respect, then the Client must assist Mondial in extra judicial and legal proceedings and must immediately do everything that may be expected of him in such an event upon first request. If the Client fails to take adequate measures, Mondial is entitled, without requiring a notice of default, to do so himself. All the costs incurred and damages suffered by Mondial and third parties as a result thereof are for the full account and risk of the Client.

Article 8 Force majeure

- 8.1 Mondial is not obliged to meet any obligation he has in respect of the Client in the event of a force majeure, if he is prevented from doing so due to a circumstance that is not attributable to guilt, and is not payable by Mondial pursuant to the law, a legal act or generally prevailing opinion.
- 8.2 Force majeure is defined in these general terms and conditions as that stated in this respect in legislation and case law plus any additional causes, foreseen or unforeseen, over which Mondial has no power of control, but that do cause the inability of Mondial to meet its obligations. Mondial is also authorised to invoke a force majeure if the circumstance hindering the compliance with the agreement, commences after Mondial was supposed to comply with the agreement.
- 8.3 Mondial can suspend the obligations of the Agreement for the duration of the force majeure. If this period lasts longer than two months, each party is entitled to dissolve the Agreement, without obligation to payment of damages to the other party.
- Insofar as Mondial did meet part of its obligations of the agreement at the moment the force majeure commenced or expects to be able to meet these, and a separate value can be attributed to that part, then Mondial is authorised to separately invoice the part that it has completed or expects to complete. The client must pay this invoice as if it were a separate agreement.

Article 9 Confidentiality

- 9.1 Mondial and the Client agree to keep confidential information they receive in respect of each other. Parties will also impose this obligation to their employees and any third parties they engage for the performance of the Agreement.
- 9.2 Information is in any event considered confidential if it is specified as such by one of the parties.

Article 10 Intellectual property and information

- 10.1 The Intellectual Property rights on and relating to all Products and Services Mondial makes and/or sells as part of the Agreement or is made available in any other way will continue to be held by Mondial or by a third party from which Mondial obtained the right to make (part of) these Products and/or Services available to the Client. During the Agreement, Mondial will grant the Client a non-exclusive and non-transferrable right to use these rights for the agreed purposes.
- 10.2 The Intellectual Property rights on all the material the Client makes available to Mondial as part of the Agreement, continues to be held by the Client or the third party who has been

assigned by the Client to provide the material to Mondial. The Client grants Mondial the right to use these materials for the performance of the Agreement.

- 10.3 The Client guarantees that the data and intellectual property provided by him are correct and complete and do not violate (intellectual property) rights of third parties or is in any way unlawful. The Client guarantees that it is authorised to make these materials available to Mondial. The Client fully indemnifies Mondial against any claims or damage claims of third parties in this respect, and also indemnifies Mondial against all the costs it incurs in respect of these claims.
- 10.4 The Client is not permitted to remove or change the information Mondial has applied to the Products, including, but not limited to, the intellectual property it or other legal beneficiaries hold.

Article 11 Surety

- 11.1 The Client must, upon first request of Mondial, provide sufficient surety for the full compliance of all financial obligations in respect of Mondial in any form desired by Mondial Cosmetics.
- 11.2 If the Client fails to comply with a request of Mondial within the meaning of article 11.1, then all that payable by the Client to Mondial under this agreement is also immediately payable and due, notwithstanding any other rights held by Mondial, and Mondial will be authorised to suspend the further performance of the Agreement, effective immediately, or dissolve it in writing, effective immediately.

Article 12 Disputes

- 12.1 This agreement is subject to Dutch law. Any disputes resulting from or relating to the Agreements are exclusively brought before the competent court in the District Midden-Nederland.

B. Special provisions: Sale and Delivery Products

Article 13 Delivery

- 13.1 Unless otherwise agreed in writing, all the deliveries are ex-works. In cases where by the Client does not enable Mondial to deliver at its address, a delivery is also defined as the full availability of the consignment or the order made with Mondial Cosmetics.
- 13.2 The Client must enable Mondial to deliver the Products on the delivery date. Non-compliance of this obligation will result in Mondial storing the Products in its warehouse or elsewhere. The Client must pay any costs to Mondial in respect of this storage.
- 13.3 Mondial will arrange the transport of the Products it delivers, in which case the Client must provide Mondial instructions for the delivery and authorise Mondial to appoint the means of transport and the transport company. Mondial and the Client can agree in writing that the Client will arrange transport.
- 13.4 Mondial explicitly retains the right to deliver the order in parts and to deliver ten (10) % more or less than the ordered quantity, in which case the price will be adjusted accordingly and the Client is not authorised to dissolve or nullify the agreement with Mondial.
- 13.5 In the event of an order of a Product, which must only be supplied to license holders pursuant to the law, then the Client guarantees in respect of Mondial to always comply with all the legal requirements with regard to the storage and sale of Products.

- 13.6 The samples made available by Mondial to the Client can never be sold by the Client or used for another purpose, other than the purpose for which Mondial made it available to the Client.

Article 14 Property and retention of title

- 14.1 All the Products supplied by Mondial to the Client remain the property of Mondial Cosmetics for as long as the Client has not fully complied with all its payment obligations resulting from any agreement entered into with Mondial. The Client must always do what can reasonably be expected of him to secure the retention of title of Mondial.
- 14.2 The Client guarantees to Mondial to take an insurance policy with a reputable insurance company located in the Netherlands, for the Products referred to in article 14.1 and to keep them insured up until the moment they are paid. The Client also guarantees to provide Mondial, upon its first request, a pledge for all the claims the Client has or should have on its insurer in respect of these Products.
- 14.3 The Client is not permitted to invoke a retention of title or a right of settlement with regard to the safekeeping costs it has incurred.
- 14.4 If the Client creates a new item from or partly from the Products referred to in article 14.1, then this is regarded an item that Mondial must form for itself and the Client will consider Mondial its owner until all the payment obligations referred to under article 14.1 have been complied with.
- 14.5 The Client is not authorised to pledge the Products before the full payment has been made, other than during the course of its normal business operations, or to sell it, in full or in part, to third parties. The Client guarantees to provide Mondial, upon its first request, a pledge for all the claims the Client has or should have on its customers in respect of these Products.
- 14.6 The Client must immediately inform Mondial when:
- a. third parties impose rights on the products referred to in article 14.1 or wish to impose rights thereon;
 - b. it has learned that the third parties in question wish to impose their rights on the products referred to in 14.1.
- 14.7 If Mondial invokes the right of retention referred to article 14.1, then Mondial Cosmetics is authorised to take the Products, after any disassembly from any immovable or movable products owned by the Client or third parties to which they were attached.
- 14.8 The Client hereby agrees to give in pledge, upon first Mondial's first request, any items of which the Client becomes or has become (part-) owner as a result of conversion, accession or confusion/merging with the Products supplied or to be supplied by Mondial, for the surety of all that Mondial has or will have to claim from the Client.

In the event Mondial wishes to exercise the retention of title indicated, the Client, in advance, provides his unconditional and irrevocable permission to Mondial and the third parties appointed by Mondial to enter all those areas where the properties of Mondial are located and to retrieve these items.

Article 15 Right to complain, batch codes and returning items

The Client must inspect the Products for defects directly after the moment when these are made available to him. The Client must also inspect whether the quantity and quality are in accordance with that agreed.

- 15.2 A complaint must be made in writing immediately after discovery of the shortcoming possibly attributable to Mondial Cosmetics, in the understanding that the complaint must be filed no later than within five (5) days if the shortcoming involves an externally visible defect.
- 15.3 Products delivered by Mondial and accepted by the Client can only be returned upon the written permission thereto from Mondial and subject to the conditions imposed by Mondial to the Client.

- 15.4 If the complaint is deemed accurate, then Mondial will repair, replace or compensate (part of the) Products involved in the complaint at no cost; the decision is taken at Mondial's discretion. In the event of replacement, the replaced (part of) Products become the property of Mondial.
- 15.5 The costs for returning Products supplied by Mondial to the Client are payable by the Client, with the exception of Products that were returned and in respect of which it has become clear that they contain errors and/or defects for which Mondial Cosmetics is liable, in which case the costs are payable by Mondial Cosmetics.
- 15.6 In order to guarantee the traceability of Mondial Products manufactured by Mondial, the Person Responsible for adding batch codes to the Products for identification purposes. The Client is not permitted to remove or change these batch codes. The Client is generally not permitted to package, relabel or make any other changes to the Products, the packaging and the information placed thereon by Mondial.
- 15.7 If Mondial, for whatever reason, considers that the quality of the Products or the information stated thereon no longer complies with legislation or other standards and specifications, it can at its discretion request that the Products are immediately returned by all the customers, including the Client, to which request the Client will immediately comply. The Client will also immediately comply with the request of Mondial to stop the sale of the Products and to no longer sell them, at its own costs, if there are valid reasons for doing so. If the Client fails to cooperate with the return of the Products upon first request (on time), then the Client is liable for any damage suffered by Mondial in this respect, including damage resulting from claims of third parties.

Article 16 Liability Products

- 16.1 In addition to that stated in article 6 (General provisions) of these General Terms and Conditions, the following applies in respect of the liability of Mondial regarding damage caused by non-conformity or defects of the products manufactured by Mondial.
- 16.2 Mondial guarantees that the Products it manufactures complies with the specifications stated in the Agreement, the reasonable conditions of soundness and usability and the legal provisions and/or government guidelines applicable on the date of manufacture including EU and Dutch legislation regarding cosmetic products. In particular, Mondial will appoint a Responsible Person for its manufactured products who will supervise the compliance of the rules in the areas of health protection, safety and consumer information, of which the Responsible Person will keep an information file of the product and make this available to the government.
- 16.3 Defects of the Products resulting from normal wear and tear or damage resulting from circumstances over which Mondial has no control, including weather conditions or damage caused during transport by the Client are excluded from this guarantee. Any form of guarantee lapses if the Products have been used incorrectly and/or without due care.
- 16.4 Mondial Cosmetics is not liable in respect of the Client for damage caused by Products that have been marketed in its name by parties other than Mondial, nor for Products that have not been manufactured by Mondial.
- 16.5 Mondial Cosmetics is not liable in respect of the Client for damage caused to people or products insofar as this is the result of inexpert use of the Products or any act that is not in accordance with the user instructions provided by Mondial.

C. Special provisions: Performance Services

Article 17 Performance Services

- 17.1 Mondial will adopt due care during the performance of the Services as they can reasonably be expected of Mondial and will do its utmost to provide the Service in accordance with the agreed specification and within the agreed period. However, Mondial cannot provide any

explicit or implicit guarantees, promises or indemnifications in this respect. In particular, Mondial does not guarantee that the Client will achieve certain sales, turnover or profits by using the Service.

- 17.2 Mondial is authorised to engage the services of third parties, in full or in part, for the performance of the Service.
- 17.3 Mondial is entitled to perform the Services in different phases and to invoice the individual parts performed separately. In that case, Mondial can suspend the performance of the next phase until the Client has approved the results of the previous phase.
- 17.4

Article 18 Changes to the agreement

- 18.1 The Client will provide its cooperation to the performance of the Agreement, insofar this is reasonably necessary, and in particular to the providing of the Services. The Client will ensure that all the data and information required for the correct performance of the Services are made available to Mondial on time, correctly and completely. If this is not the case, Mondial has the right to suspend the Service and/or to invoice the additional costs resulting from the delay on the basis of the fees as they apply at that time, which will then be paid by the Client. The performance period only commences the moment the Client has made the information available to Mondial.
- 18.2 The Client will comply with the guidelines notified by Mondial in respect of the Service.

Article 19 Fees, additional work

- 19.1 Mondial is authorised at all times to request an advance payment of the fees.
- 19.2 If Mondial considers that the performance of the Agreement involves additional activities, or if the Client or any third party engaged by the Client requests or causes additional work (e.g. as a result of the Client providing incorrect/incomplete information), then Mondial is authorised to invoice the Client for the additional time spent and costs incurred, including any costs of third parties if applicable.