



RITUALS COSMETICS ENTERPRISE B.V.

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND SERVICES

Table of Contents

Article 1: Definitions
Article 2: Structure of the Conditions
Article 3: Applicability
Article 4: Performance of the Agreement and Delivery
Article 5: Inspection, Approval Testing, Trials & Acceptance
Article 6: Risk
Article 7: Execution of the Agreement and Delivery
Article 8: Engagement of third parties
Article 9: Assessment and acceptance
Article 10: Additional work
Article 11: Offers, Entry into Effect and Amendment of the Agreement
Article 12: Ownership, Intellectual Property Rights and other rights
Article 13: Payment
Article 14: Warranty/Guarantee
Article 15: Liability and Force Majeure
Article 16: Indemnification
Article 17: Insurance
Article 18: Confidentiality
Article 19: Processing of personal information
Article 20: Suspension/Right of Retention/Setoff
Article 21: Continuing Performance Agreements
Article 22: Anti-Corruption Clause
Article 23: Termination
Article 24: General provisions

Article 1: Definitions

In these General Terms and Conditions of Purchase, the following terms shall have the following meaning:

- (a) Agreement: the arrangements laid down In Writing between the Client and the Supplier concerning the Supply of Products or delivery of Services, to which these Conditions apply.
- (b) Client: Rituals Cosmetics Enterprise B.V., represented by the persons authorised to that end.
- (c) Conditions: these General Terms and Conditions of Purchase of Rituals Cosmetics Enterprise B.V.
- (d) Intellectual Property Rights: all full worldwide Intellectual Property Rights and similar and/or related rights in the broadest sense of the word, including in particular – but not exclusively – the (claims to the) (1) trademark rights, (2) trade names, (3) copyrights, (4) database rights, (5) design rights, (6) patent rights, (7) know-how and (8) domain names, which have been or will be obtained, or which will be or may be obtained in the future, as well as the rights resulting therefrom.
- (e) Delivery: the receipt by Client of completed Services or delivered Products, under any title whatsoever.
- (f) Order: the (purchase or call-off) order for Supply.
- (g) Parties: the Client and the Supplier.
- (h) Personnel: personnel of the Supplier, which shall include auxiliary persons and other which fall under the responsibility and are at the expense and risk of the Supplier.
- (i) Product or Products: the products/goods and/or work to be developed and/or produced and/or supplied by the Supplier for the Client.
- (j) Production: the design, development, composition, manufacturing, production and finishing of Product(s), in the broadest sense of the term.
- (k) Quotation: the offer of a Supplier, made In Writing, to Supply a particular quantity of Products or to perform certain Services for a particular price.
- (l) Services: the work performed by the Supplier for the Client.
- (m) Supplier: a natural person or legal entity, acting in the course of a profession or business, that supplies Products to the Client or who performs Services ordered by Client, or with whom the Client considers to enter into an Agreement in this respect.
- (n) Supply or Supplies: transferring possession of Products to the Client, or bringing Products under the control of the Client, and/or any installation and assembly of Products, or the completion of Products, on any legal basis of transfer whatsoever.
- (o) Written/In Writing: message traffic by letter, e-mail or fax.

Part A: Structure and Applicability

Article 2: Structure of the Conditions

- 2.1. These Conditions consist of four (4) parts (“Parts”): Part A (Structure and Applicability); Part B (Purchase of Products); Part C (Purchase of Services); and Part D (General). Part A and Part D apply to all Products and Services. In the event of a conflict between a provision in a general Part and a specific Part, the provision in the specific Part shall take priority over the provision in the general Part.
- 2.2. In case of any ambiguity or disagreement regarding the interpretation of these Conditions, as well as the order of precedence between the Parts, the relevant provision shall always be interpreted in favour of the Client.

Article 3: Applicability

- 3.1. These Conditions apply to any requests and calls for tenders and any orders given by the Client, and to any Quotations and other offers that the Supplier makes to the Client, as well as any Agreements, Supplies and other deliveries of Products and/or any (other) goods, Services, and/or work from the Supplier to the Client, in any form whatsoever. By entering into an Agreement based on these Conditions a Supplier accepts the applicability of these Conditions to later Agreements between the Client and the Supplier.
- 3.2. Deviations from these Conditions are only legally valid if they are explicitly agreed to In Writing between the Supplier and the Client and relate only to the Agreement specifically mentioned in the deviations.
- 3.3. The Supplier’s General Terms and Conditions, howsoever called and in whatever form, do not apply.



RITUALS COSMETICS ENTERPRISE B.V.

- 3.4. If the Products or Services are delivered to a company associated or otherwise collaborating with the Client, the said company shall have the same rights from the Agreement concluded by the Client with the Supplier, including as regards these Conditions, without prejudice to any rights of the Client pursuant to the Agreement and these Conditions.
- 3.5. The applicability of the "United Nations Convention on Contracts for the International Sales of Goods" (the "Vienna Convention") is expressly excluded.
- 3.6. Commercial terms used in offers, order confirmations, or otherwise must be interpreted in accordance with the international rules for Interpretation of Commercial Terms drafted by the International Chamber of Commerce (ICC Incoterms) that are in effect when the Agreement is concluded, inasmuch as the said rules are not in conflict with these Conditions.

Part B: Purchase of Products

Article 4: Performance of the Agreement and Delivery

- 4.1. The Supplier is obliged to deliver the Products in the agreed form, quantity, and quality on the agreed date, at the agreed time of delivery and at the agreed destination. In addition, the Supplier must deliver the necessary delivery and shipping documents for every shipment, or include them with the shipment, in accordance with the Client's Order. If this documentation is not delivered or the aforementioned delivery criteria are otherwise not fulfilled, the delivery is deemed to be incomplete and the Client may reject the Products.
- 4.2. The Supplier ensures satisfactory packaging of the Products as is customary for the sorts of Products concerned and/or as specifically prescribed by the Client. The Products must be properly packaged and secured and shipped in such a way that they reach their destination in good condition and can be shipped to the shops without the risk of breakage during transport.
- 4.3. A delivery time agreed to between the Client and the Supplier, or a date of delivery, constitutes a final deadline. In the case of any deviation from the agreed delivery time or delivery date, the Supplier is in default without further notice of default, other than in those circumstances that are designated as *force majeure* as referred to in article 6:75 of the Dutch Civil Code (*Burgerlijk Wetboek*).
- 4.4. The Products are deemed delivered at the moment when the Supplier delivers them at the place designated by the Client and the Client has complete disposal over these Products at that place. In the case of delivery of services or work, the moment of completion of the services or work constitutes the moment of delivery.
- 4.5. Partial deliveries are not allowed without the written permission of the Client.
- 4.6. If the Supplier can reasonably foresee that it will not be capable of fulfilling its obligations vis-à-vis the Client in a timely manner, it must inform the Client accordingly as soon as possible, stating the reasons and consequences, and it must subsequently confirm this information In Writing to the Client. The fact that the Supplier has notified the Client of this information does not release the Supplier from its obligations with regard to the final deadline.
- 4.7. Within fourteen (14) days as of the Written message of the Supplier as meant in article 4.6, the Client may inform the Supplier whether it accepts the consequences or not. Acceptance of the consequences shall not imply that the Client acknowledges the cause of the (possible) delay and leaves the Client's rights intact.
- 4.8. The Supplier shall provide the Client, in Written form to be agreed upon between the Parties and prior to or no later than at the time of delivery, with all information, documentation, instructions, etc. that the Client reasonably needs to make optimal use of the Products.
- 4.9. All costs of packaging, storage, delivery, and provision of the required documentation, information, instructions etc. related to the Agreement or performance thereof are to be borne by the Supplier.
- 4.10. The Supplier assures that the Production of the delivered Products does not involve – in any stage – any exploitative, health endangering labour and/or slavery, nor child labour, forced labour, nor any other prison work in violation of human dignity.

Article 5: Inspection, Approval Testing, Trials & Acceptance

- 5.1. The Client is entitled, at all times, both during Production, processing, and storage as well as after delivery, to subject the Products, and all the accompanying materials as well as the activities performed under the Agreement, to inspection, approval testing and/or trials, whether or not by third parties and regardless of any locations that may be involved. The inspection, approval testing, or trials can entail testing and/or taking samples of the goods, services and/or work (including raw materials and packaging material) which the Supplier purchased from its supplier(s). The Supplier is obliged to cooperate with these activities and, in particular, to admit onto its premises all persons who the Client has designated for performance of the said activities. For the purposes of inspection, approval testing, or trials the Supplier shall also provide the Client, in a timely manner, with a work schedule according to which the Supplier shall perform the Agreement.
- 5.2. Inspection, approval testing, or trials by or on behalf of the Client never lead to any acknowledgement of the sound condition of the Products by the Client and do not relieve the Supplier of any liability in that regard.
- 5.3. Delivery of the Products as set forth above under article 4 does not constitute acceptance by the Client. Signing for receipt of the Products exclusively concerns the number of packages and the external state thereof and does not affect the other (guarantee) obligations of the Supplier as set forth in these Conditions.
- 5.4. If the Client rejects the Products, it shall inform the Supplier accordingly as quickly as possible In Writing. Within a reasonable period, the Supplier shall arrange for repair or replacement of the delivered (rejected) Products. If the Supplier does not fulfil this obligation, the Client is entitled to purchase the products/goods, services and/or work from a third party or take measures itself or have a third party take measures at the expense and risk of the Supplier. If the Supplier does not take back the rejected Products, or have them brought back, within (10) working days after being informed, the Client has the right to send these Products, including the Products that have been tested or from which samples have been taken, back to the Supplier at the expense and risk of the Supplier. If return shipping is not reasonably possible, then the Client shall retain the Products for the Supplier at its expense and risk until this is possible. The Client's rights under this article 5.4 do not affect its other rights pursuant to these Conditions or applicable law.
- 5.5. The Client is not obliged to effect any payment to the Supplier before acceptance in accordance with these Conditions, unless the Parties have agreed otherwise in Writing.

Article 6: Risk

- 6.1. The Products delivered or to be delivered are and remain at the risk of the Supplier until the moment when they have been received on behalf of the Client by a person authorised to do so and have been accepted.
- 6.2. The Supplier must verify that the person that receives the Products upon their delivery is authorised to do so.
- 6.3. In view of the foregoing, the Supplier is obliged to properly insure the Products and take other measures to prevent or limit the destruction or loss of the Products.

Part C: Purchase of Services

Article 7: Execution of the Agreement and Delivery

- 7.1. The Supplier must deliver the Services on the agreed date/dates and time(s) of Delivery at the agreed location.



RITUALS COSMETICS ENTERPRISE B.V.

- 7.2. A delivery date agreed to between Client and the Supplier, or the time of Delivery, shall be considered to be firm deadline. In case of any deviation of the agreed time or date of Delivery, the Supplier shall, without further notice, be considered to be in default, except in cases which are considered as force majeure based on article 6:75 of the [Dutch] Civil Code.
- 7.3. The Services are deemed to have been delivered after completion by the Supplier and receipt by Client.
- 7.4. Partial deliveries are not permitted, except with the Written permission of Client.
- 7.5. If the Supplier can reasonably foresee that it will not be able to fulfil its obligations towards Client in a timely manner, then it must immediately inform Client thereof, stating its reasons and the consequences, and to subsequently confirm this to Client in Writing. The Supplier's notification shall not discharge it from its obligations with regard to the hard deadline.
- 7.6. Within 14 days after receipt of the Written notification referred to in the previous paragraph, Client can communicate whether or not it agrees with the consequences. Agreement does not mean that Client acknowledges the cause of the (expected) delay and shall not affect any rights of Client.
- 7.7. The Supplier shall provide to Client any information, documentation, data, instructions, etc. which Client may reasonably need to use the Services optimally, in Writing or in another form agreed between Parties, no later than at the time of Delivery.
- 7.8. All costs of Delivery associated with the Agreement or the execution thereof, and the provision of the necessary documentation, information, instructions, etc. shall be at the Supplier's expense.

Article 8: Engagement of third parties

- 8.1. The Supplier shall only use the services of third parties in the execution of the Agreement after receiving Client's Written permission. The Supplier may attach conditions to this permission.
- 8.2. Any permission granted by Client for the use of the services of third parties shall have no bearing on the circumstance that the Supplier itself is responsible and liable for the fulfilment of its obligations under the Agreement and pursuant to laws and regulations, including - but not limited to - tax and social security laws.

Article 9: Assessment and acceptance

- 9.1. The Supplier is at all times authorised to examine, inspect and/or test the work performed pursuant to the Agreement, or to have such examinations, inspections and/or tests performed, regardless of the location where such work is located. The Supplier must cooperate with such, and specifically by granting access to its premises to the persons Client has designated to perform such. Furthermore, the Supplier shall, with an eye of this examination, inspection or testing, provide Client in a timely manner with a work schedule in accordance with which the Agreement shall be executed by the Supplier.
- 9.2. Examination, inspection or testing or commissioning by or on behalf of Client shall never lead to any acknowledgement of the adequacy of the Services to be provided by the Supplier and shall not discharge the Supplier of any respective liability.
- 9.3. The Delivery of the Services as described above in article 4 shall not be considered as an acceptance by Client. If Client deems the results of the Services satisfactory, it shall accept these by means of a Written notification to the Supplier. A (Written) confirmation of receipt of the Services only pertains to the Delivery and shall not affect the (warranty) conditions of the Supplier as set out in these Terms and Conditions.
- 9.4. Client may have third parties assess the Services.
- 9.5. Should Client not accept (or should Client reject) the Services, it shall inform the Supplier thereof as soon as possible in Writing. The Supplier shall ensure the Delivery of the agreed (still missing or not yet accepted) Services will still take place within a reasonable deadline to be determined by Client. If the Supplier does not fulfil this obligation, then Client, without prejudice to all other rights arising from these Terms and Conditions or applicable law, shall be authorised to purchase the Services from a third party, or to take measures itself or have measures taken by a third party, at the Supplier's risk and expense.
- 9.6. Client is not obligated to make any payment to the Supplier before acceptance has taken place, unless expressly agreed otherwise between Parties in Writing.

Article 10: Additional work

- 10.1. If, during the execution of the Agreement, it becomes apparent that an adequate fulfilment and/or acceptable completion thereof requires the changing and/or supplementing of the same, which change and/or supplement was not reasonably foreseeable at the time of issuing the Quotation or upon the conclusion of the Agreement, Parties shall inform each other thereof as soon as possible and shall proceed with such necessary change and/or supplement to the Agreement by mutual agreement.
- 10.2. If, due to additional wishes or changes of understanding on the part of Client which are outside of the Agreement, or due to unforeseeable changes to relevant legal provisions, the Services must demonstrably be expanded in order to fulfil the Agreement, this shall be considered additional work which is eligible for compensation. Extra work due to wishes, understandings or changes which the Supplier could have reasonably foreseen upon the issue of the Quotation or with the conclusion of the Agreement, shall not be considered additional work which qualifies for compensation. If the Supplier expects that there will be additional work, it shall inform Client thereof in Writing as soon as possible.
- 10.3. The Supplier shall not start additional work before it has received a Written order for this from Client. The Supplier shall subsequently issue a Quotation with regard to the costs and time associated with the additional work. These Terms and Conditions also apply to the additional work to be performed.

Part D: General

Article 11: Offers, Entry into Effect and Amendment of the Agreement

- 11.1. Offers made by the Supplier to the Client are deemed to be valid for at least three (3) months after their date, unless the Parties have agreed otherwise In Writing. The offers are deemed to be an irrevocable offer by the Supplier.
- 11.2. The Supplier is at all times obliged to inform the Client of (upcoming) price changes, even before an Agreement between the Supplier and the Client has been established.
- 11.3. The costs associated with the offer, such as the costs regarding necessary documentation, samples and suchlike, are to be borne by the Supplier.
- 11.4. The Client will not return any documentation, samples and suchlike received with the offer.
- 11.5. The prices mentioned in the offer are fixed and expressed in euros (€), and are deemed to pertain to all costs that are necessary to deliver Products or to provide the Services (at a place designated by the Client), excluding any turnover tax owed, unless expressly agreed otherwise In Writing. Costs include, but are not restricted to, charges, taxes, excise duties, and levies that, *inter alia*, pertain to Production, Personnel, shipment, insurance, and import and/or export.
- 11.6. The Agreement is established when the Client accepts a Quotation or Written offer by the Supplier (the offer) by issuing a Written Order. However, if the Order is sent after the end of the period stated under 11.1 (by which, in accordance with the dispatch theory, the postmark date, the date of the fax message or the date of the e-mail is decisive) or if the Order deviates from the Quotation or Written offer other than in a minor way, then the Agreement is established in accordance with the Order, unless the Supplier rejects the Order within fourteen (14) days after its date In Writing.



RITUALS COSMETICS ENTERPRISE B.V.

- 11.7. If the Supplier has made no offer or has made a verbal offer, the Agreement is established when the Supplier accepts, In Writing, a Written Order from the Client within fourteen (14) days after its date.
- 11.8. The Client is entitled to amend its Order or Orders after the Agreement has been established, as long as the Client makes its wish to do so known to the Supplier In Writing within a reasonable period after the Agreement is established. An amendment executed unilaterally by the Supplier, followed by a delivery, is not deemed to be a delivery in accordance with the Order.
- 11.9. The Supplier is not allowed to transfer or pledge the rights and/or responsibilities set forth in the Agreement, either completely or in part, to third parties without the written permission of the Client.
- 11.10. Any amendments and/or supplements to the Agreement may only occur In Writing and by mutual consent.

Article 12: Ownership, Intellectual Property Rights and other rights

- 12.1. All (Written) instructions, information, designs, prototypes, specifications, recipes, formulas, Production (working) methods, demos, parts lists, samples, and other objects or documents that the Client has given or will give to the Supplier in the framework of performance of the Agreement, whether or not in combination with an Order, or otherwise, shall remain the property of the Client and must be returned to the Client upon the first request by the Client.
- 12.2. Ownership of and the rights, including user's rights, to the Products delivered by the Supplier transfer by operation of law from the Supplier to the Client after acceptance by the Client, unless the parties agree otherwise In Writing. Reservations of title made by the Supplier are not applicable. The Client hereby expressly rejects any such reservations and the Supplier hereby expressly accepts this rejection.
- 12.3. If the Supplier, in the execution of the Agreement, develops Products for the Client or with regard to the (results of the) Services delivered pursuant to the Agreement, the Supplier shall acknowledge that all the Intellectual Property Rights and other rights in respect of – among others – designs, prototypes, specifications, working methods, parts lists, samples, formulas, documentation, reports, Quotations, correspondence, formats, facilities, brochures, packaging, software, data files, analyses and/or other information and/or other work and/or material preparatory thereto, are vested in the Client, at least that the Client is entitled to these Intellectual Property Rights or other rights, without the Client owing the Supplier any (additional) compensation in this respect. These Intellectual Property Rights and other rights shall be transferred by the Supplier to the Client immediately after the inception thereof and shall be accepted by the Client, should this situation arise, when entering into the Agreement. Inasmuch as the Intellectual Property Rights or other rights are not vested in the Client by operation of law, the Supplier hereby transfers all Intellectual Property Rights and other rights to the Client.
- 12.4. Inasmuch as the transfer of the Intellectual Property Rights or other rights requires a further instrument, the Supplier now for then irrevocably authorises the Client to draft an instrument for this purpose and sign it also on behalf of the Supplier, or, alternatively, shall cooperate with the transfer of the Intellectual Property Rights or other rights to the Client upon the first request of the Client, without being entitled to stipulate any further conditions for said cooperation. Any costs that are associated with establishing certain Intellectual Property Rights or other rights shall be borne by the Client. In so far as legally necessary, The Supplier irrevocably authorises the Client to register the transfer of these Intellectual Property Rights and/or other rights in the corresponding registers.
- 12.5. In so far as the Products are (partly) developed with the use of already existing Intellectual Property Rights or other rights which are not vested in the Supplier or to the extent that the (results of the) Services are also established with the use of existing Intellectual Property Rights and other rights which do not accrue to Client, then the Supplier shall grant the Client a worldwide, unlimited, perpetual and indissoluble license to such rights, in order to facilitate the Client to freely use and exploit the Products or the (results of the) Services in accordance with the purpose of the Agreement. The Supplier guarantees that it is entitled to grant such license.
- 12.6. In case the Parties differ in opinion as to the ownership of certain Intellectual Property Rights or other rights pertaining to the Products developed or delivered or with regard to the Services performed pursuant to the Agreement, the Parties shall proceed on the assumption that such Intellectual Property Rights or other rights are vested in the Client, unless the contrary is proved. In all events, the Client shall be entitled to freely use and exploit the Products or Client may continue to use the (results of the) Services as intended based on the Agreement.
- 12.7. The Supplier hereby waives all of its possible moral rights as meant in the Dutch Copyright Act (*Auteurswet*) to which it may be entitled, as far as such waiver is allowed under applicable law. The Supplier hereby also waives such possible moral rights on behalf of its Personnel, as far as allowed under applicable law.
- 12.8. The Supplier guarantees that it shall not infringe on Intellectual Property Rights and other rights of third parties in the context of the provision of Services or the Products it has sold and supplied or will sell to the Client do not infringe upon any Intellectual Property Rights or other rights of third parties. The Supplier shall indemnify the Client against any claims by third parties in this regard, including – but not limited to – claims with regard to know-how, unfair competition and suchlike, and compensate all costs incurred by the Client in connection with these claims, including but not limited to the full costs of legal assistance (including the costs of a lawyer, bailiff and/or other third parties) and damages suffered. The Supplier shall – at its own expenses – take all measures to avoid stagnation and to limit costs and/or damages due to the aforementioned (possible) infringements.
- 12.9. If the Client is held liable by third parties for an alleged infringement of Intellectual Property Rights or other rights held by those third parties, the Client has the right to return to the Supplier the Products that it has received from the Supplier and to which the liability claim pertains. In that case the Supplier is obliged to pay back to the Client the full amount that the Client has already paid for the Products referred to in the last sentence, within 14 days after returning these Products.
- 12.10. If third parties based on an infringement of Intellectual Property Rights and other rights would hold Client liable in connection with (results of) Services, then Client has the right, without prejudice to any other rights under the Agreement, these Terms and Conditions or applicable law - including the right to damage compensation - to (extrajudicially) dissolve the Agreement in Writing in whole or in part.

Article 13: Payment

- 13.1. The Client shall pay the Supplier's invoice within thirty (30) days of receiving it. If the invoice is received before the Products have been delivered in their entirety and/or before the Services have been completed, the Client shall pay the invoice within thirty (30) days after completion of the delivery of the Products or Services. The invoice may be received by regular post, e-mail, and/or Electronic data traffic; however, in the case of Electronic data traffic, the invoice must be provided in a format laid down by the Client. The receipt theory applies.
- 13.2. The Supplier's invoice must be sent to the Client for the attention of the contact person indicated by the Client. Furthermore, the invoice must specifically state the Client's order number and the relevant Products and/or Services.
- 13.3. Invoices that do not fulfil these requirements will not be processed and will be sent back.
- 13.4. Payment does not entail acceptance and does not affect the Client's right to full compliance with the Agreement.
- 13.5. The payment obligation is suspended if the Client has objected to the manner in which the Supplier performs the Agreement.
- 13.6. When payment occurs, the Client has the right to offset the amount that it owes to the Supplier against all amounts still owed by the Supplier to the Client.
- 13.7. Payment releases the Client from any obligation resulting from the respective Agreement, and the Supplier may not deem said payment to be a payment of any other amount that the Supplier claims to be owed by the Client.
- 13.8. If the Client does not fulfil its payment obligations in a timely manner, it shall not be obliged to do more than pay compensation for the full amount of statutory interest, which it shall not owe until after it has received a reasonable deadline In Writing from the Supplier to fulfil its obligations.

Article 14: Warranty/Guarantee



RITUALS COSMETICS ENTERPRISE B.V.

- 14.1. The Supplier guarantees that the Products and/or any (other) goods, Services, and/or work delivered are as agreed and therefore, *inter alia*, that they are of good quality, fulfil the agreed specifications, are new (unless agreed otherwise), are free of defects and fit for the purpose for which they are intended, and furthermore are made of satisfactory materials, and fulfil the relevant Dutch, European and national legislation and regulations of the countries that the Client is exporting to, as well as the safety and quality standards customary within the industry and all applicable environmental standards.
- 14.2. The Supplier guarantees that the Products and/or any (other) goods and/or work delivered will be free of manufacturing, construction, design, and material defects for at least one year after acceptance. Inasmuch as cosmetics and tea are concerned, the shelf life must comply with the applicable legislation and regulations. The Supplier guarantees the Services delivered for at least one year from the date of delivery thereof.
- 14.3. The guarantee period mentioned under 14.2 will be extended by the length of any period during which the Products and/or any (other) goods, Services, and/or work cannot be used for the intended purpose due to a deficiency or lack of suitability that is attributable to the Supplier. In the case of repair or replacement of the Products and/or any (other) goods, services, and/or work or parts thereof, the full guarantee period shall begin once again with regard to these Products and/or any (other) goods, services, and/or work or parts thereof once they have been repaired or replaced.

Article 15: Liability and Force Majeure

- 15.1. If the Supplier fails to fully comply with its obligations under the Agreement and/or these Conditions, it is in default by operation of law without any need for a notice of default and it is obliged to compensate any damages suffered or to be suffered by the Client, except in the case of *force majeure* as referred to under article 6:75 of the Dutch Civil Code.
- 15.2. Any extrajudicial and judicial costs incurred by the Client as a result of non-fulfilment by the Supplier are to be borne by the Supplier.
- 15.3. If the Supplier is subject to *force majeure* as referred to in article 6:75 of the Dutch Civil Code, the Supplier may suspend the fulfilment of its obligations under the Agreement on condition that the Supplier notifies the Client accordingly In Writing within twenty-four (24) hours after the circumstance that has created the *force majeure* has arisen, stating the cause of the *force majeure*. The Client has the right to terminate the Agreement In Writing for eight (8) working days after receipt of the notification, without creating any rights to damages; the Client and the Supplier may also agree a period in which the parties suspend fulfilment of the agreed obligations pending the possible conclusion of the *force majeure*.
- 15.4. Once the *force majeure* has lasted for two (2) months, or if upon commencement thereof it is already foreseeable that the *force majeure* will last for more than two (2) months, the Client is entitled to terminate the Agreement completely or in part by means of a written or Electronic notice, without judicial intervention and without the Client being under any obligation to pay damages.
- 15.5. The Supplier undertakes – inasmuch as this may reasonably be expected of it – to end any reason for the *force majeure*, or to cause it to be ended, as quickly as possible.
- 15.6. *Force majeure* includes, but is not restricted to, the Supplier being faced with a strike organised by a recognised union and being limited in the fulfilment of its obligations by the acts or omissions of the government, including the local government.
- 15.7. *Force majeure* does not encompass the failure of third parties to fulfil their obligations vis-à-vis the Supplier, unless such failure is caused by *force majeure*.

Article 16: Indemnification

- 16.1. The Supplier shall indemnify the Client against any claims by third parties to compensation for damages suffered as a result of or in connection with the performance of an Agreement or otherwise. Third parties include, but are not limited to, the Client's personnel and any others who are employed by the Client.
- 16.2. If the Supplier is to blame for the quality, condition, quantity, or delivery date of the Products delivered or agreed Services deviating from what was agreed and this deviation results in the Client being obliged to pay damages to third parties, the Supplier shall be obliged to fully compensate the Client.
- 16.3. After the sale and delivery of the Products by the Client to the wholesale trade or to individual consumers, if the said Products prove to be defective, and a product recall is necessary, all costs, whether directly or indirectly related to this product recall, including for any repairs, replacements, and/or destruction of the Products in question, will be borne by the Supplier. The Supplier is obliged to keep records such that the data needed for a product recall or to investigate a divergence in quality are easily accessible at all times.
- 16.4. Notwithstanding the right to damages as set forth under articles 15.1 and 15.2, the Supplier, if the (results of the) Services or if the Products described in the Agreement have not been delivered by the aforementioned agreed deadline at the agreed place, shall owe a fine, which is immediately due and payable, of 2% of the price of the Products in question or of the price of the respective Services, plus the turnover tax for each day that the defect persists up to a maximum of 26%. If the delivery has become permanently impossible, the fine is immediately due in its entirety.
- 16.5. The Supplier shall destroy any rejected or damaged designs, prototypes, demos, specifications, working methods, samples, recipes, documentations, reports, recommendations, correspondence, installations, brochures, packaging, software, data, data files, analyses and/or other information and/or other works and/or other preparatory materials thereof as soon as possible upon Client's first request, so that these shall not be able to circulate freely, and shall observe any instructions of Client in doing so.
- 16.6. The Supplier guarantees that all the waste that is generated during the Production process shall be destroyed and therefore shall not reach the open market. However, if any such waste does reach the open market, the Supplier is obliged to compensate any damages already suffered or suffered in due course by the Client, as well as to indemnify the Client against any claims by third parties to compensation for damages suffered or still to be suffered.

Article 17: Insurance

- 17.1. The Supplier shall take out sufficient insurance against its liability under the law and/or the Agreement vis-à-vis the Client. Furthermore, the Supplier shall take out insurance against any risks in its operations where insurance is available on normal terms which are reasonable and customary for the branche in which the Supplier operates.
- 17.2. Upon the first request by the Client, the Supplier shall hand over evidence of its insurance as well as evidence proving that the insurance premium is paid annually in a timely manner.

Article 18: Confidentiality

- 18.1. The Supplier shall maintain confidentiality regarding the existence, the nature, and the content of any correspondence, arrangements or (digital) documents to which these Conditions apply, including – but not confined to – any Agreement, and make nothing public in that regard without the written permission of the Client.
- 18.2. The Client's name may not be used in publications, advertisements, etc. without its express written permission.
- 18.3. Any information, in any form whatsoever, that the Parties exchange or already have exchanged in connection with the establishment or potential establishment of an Agreement or during the Agreement, in which they allow or have allowed each other to inspect the information, or any information, in any form whatsoever, with which the Parties are or have been confronted, is deemed to be confidential by the Parties. This information is referred to hereinafter as "confidential information".
- 18.4. The Parties shall not use, copy, or store this confidential information for any purpose other than that for which it is provided to them.



RITUALS COSMETICS ENTERPRISE B.V.

- 18.5. The Parties are not free to provide the confidential information in another way to third parties, unless they have obtained written permission to that end from the other party.
- 18.6. In addition, the Parties undertake to ensure that only their employees who are involved in the establishment or potential establishment or performance of the Agreement have access to the confidential information. Employees who are not involved therein are deemed to be third parties.
- 18.7. If the Supplier acts contrary to this article, it incurs an immediately due and payable fine of fifty thousand euros (€50,000) per violation, which is non-refundable, regardless of whether the Client can recover the damages actually suffered or to be suffered. An act contrary to this article by an employee or a hired third party working for the Supplier constitutes an act by the Supplier.
- 18.8. The confidentiality requirement and the prohibition mentioned in this article shall persist after termination of the Agreement or, if no Agreement is ultimately established between the Parties, after the date when it is determined that no Agreement was established.

Article 19: Processing of personal information

- 19.1. The Supplier shall guarantee to Client that Personal Information is processed in a careful and adequate manner at all times, with due observance of all applicable national and international laws and regulations (including AGV / GDPR) and - if applicable - Client's code of conduct. This also includes full cooperation with the legitimate investigation of persons involved.
- 19.2. Upon Client's first request, the Supplier shall cooperate in concluding an agreement for the performance of all processing of personal information by the Supplier, to the extent that the Agreement cannot already be qualified as such agreement.
- 19.3. The Supplier shall not process Personal Information it receives in the context of the Agreement in any other way than in the execution of the Agreement, subject to the applicable legal obligations. In no case shall the Supplier process Personal Information for itself or shall it disclose or provide such to third parties.
- 19.4. When processing of Personal Information, the Supplier shall implement all appropriate technical and organisational security measures to ensure that the Personal Information is protected against destruction, loss or any form of unauthorised processing. Among other things, the Supplier shall not process the Personal Information in a manner which cannot be reconciled with the purposes for which it was obtained, nor store or process such for any longer than is necessary for the execution of the Agreement. The Supplier shall record the respective measures in Writing.
- 19.5. The Supplier shall immediately inform Client in Writing if it learns of a (possible) breach of the security of the Personal Information and/or a violation of the privacy of those to whom the Personal Information relates.

Article 20: Suspension/Right of Retention/Setoff

- 20.1. The Supplier is not entitled to suspend its obligations vis-à-vis the Client or to exercise any right of retention in respect of items that are the property of the Client or to which the Client in one way or another has a claim. The Supplier also has no setoff entitlement.

Article 21: Continuing Performance Agreements

- 21.1. The Client may terminate a continuing performance Agreement concluded with the Supplier at any time In Writing, without stating reasons, providing the Client observes a notice period of three (3) months, unless the Parties have expressly agreed otherwise.
- 21.2. Any price adjustments may only be implemented if the Client has been notified about them in a timely manner and the Client has approved them In Writing.

Article 22: Anti-Corruption Clause

- 22.1. The Supplier undertakes to take all necessary and reasonable measures to avoid corruption and bribery. Accordingly, the Supplier shall not offer, promise or grant through its employees, members of an executive body, or third parties, benefits or other advantages (e.g. cash, valuable gifts) to employees or management executives of the Client, including their relatives.

Article 23: Termination

- 23.1. The Client, without any obligation to pay damages, without prejudice to the rights to which it is otherwise entitled and without a notice of default or judicial intervention being required, has the right to terminate or dissolve the Agreement completely or in part at any time, with immediate effect, by giving written notification to the Supplier, or to suspend the performance or further performance of the Agreement with the Supplier, if:
 - a. the Supplier is declared bankrupt;
 - b. a petition to declare the Supplier bankrupt is filed or the Supplier itself files such a petition;
 - c. a suspension of payments, whether or not provisional, is granted vis-à-vis the Supplier;
 - d. an arrangement is reached with the Supplier's creditors;
 - e. the Supplier loses the power to freely dispose of its assets or a substantial part thereof, for example, by attachment;
 - f. the Supplier takes steps to cease its business operations or an important part thereof, including but not limited to liquidation of the business or incorporating the business into a company that is to be established or already exists;
 - g. a decision is taken to wind up the Supplier as a legal entity;
 - h. the Supplier assigns its assets;
 - i. third parties, other than group or subsidiary companies as referred to in articles 2:24b and 2:24a of the Dutch Civil Code, respectively, directly or indirectly obtain control of the operations of the Supplier;
 - j. the Supplier does not comply, in whole or in part, with any obligation arising from the law or the Agreement, or acts in violation with the Agreement and/or the Terms and Conditions.

Article 24: General provisions

- 24.1. The Agreement and these Terms and Conditions are governed by Dutch law.
- 24.2. These Conditions are published in both the Dutch and the English language. In case of any interpretation differences between these versions, the Dutch version shall at all times prevail and be binding between Parties.
- 24.3. Disputes between the Parties resulting from or otherwise connected to the Agreement and/or these Conditions, including but not limited to disputes that are only deemed to be such by one of the Parties, shall be resolved as much as possible by consultation. Any dispute not resolved by the Parties shall be brought before the competent court in Amsterdam, unless the Client opts to take legal action against the Supplier before the competent court in any other state or place of business.
- 24.4. If the Client, for reasons of its own, waives any right or otherwise appeases the Supplier, these appeasements shall be limited to the specific circumstances of the case and shall have no influence whatsoever on the rights that the Client may invoke in other situations.
- 24.5. Should one or more provisions in the Agreement to which Conditions apply deviate from these Conditions, the provisions in the Agreement shall prevail.
- 24.6. Should any provision of the Agreement and/or the Conditions prove invalid, the other provisions in the Agreement and/or the Conditions shall remain in effect. If the invalid provision is a material clause, then Client and Supplier shall agree to a new clause which shall resemble the intent of the Parties as closely as possible. If the provision does not concern a material clause, then Client shall decide on a new provision which shall resemble the intent of the invalid provision as closely as possible.