

GENERAL TERMS AND CONDITIONS

World Wide Beauty Distribution Group B.V. (WWBD GROUP), having its registered office and place of business at John F. Kennedylaan 19F, 5555 XC Valkenswaard, the Netherlands. Chamber of Commerce: 83902732, VAT No.: NL863027040B01

These general terms and conditions have been drawn up for business customers of WWBD GROUP, including salons, business resellers, wholesalers, distributors and private-label customers. If mandatory statutory provisions apply to a specific agreement from which the parties cannot deviate, such provisions shall prevail.

1. Applicability

1. All offers and agreements of WWBD GROUP concerning the sale and production of nail styling products and accessories, maintenance thereof and the provision of nail styling courses shall be governed by these general terms and conditions.
2. Unless expressly agreed otherwise in writing, the applicability of any terms and conditions used by the counterparty is expressly rejected.
3. Deviations from these terms and conditions shall only be valid if and to the extent that they have been expressly agreed with WWBD GROUP.
4. If WWBD GROUP has agreed in writing to the applicability of deviating terms and conditions, these general terms and conditions of WWBD GROUP shall otherwise remain in full force and effect, even if this is not expressly stated.
5. The counterparty may not derive any rights for future agreements from any deviations agreed to on a particular occasion.
6. WWBD GROUP is entitled to amend these terms and conditions. Thirty days before a new version takes effect, WWBD GROUP shall provide the new version to the counterparty with whom it has entered into a continuing agreement, in writing or electronically. The amended terms and conditions shall apply to new orders from the effective date, to the extent permitted by law and unless the parties have agreed otherwise in writing.
7. For the purposes of these terms and conditions, 'counterparty' shall also mean any business customer, reseller, distributor, wholesaler or principal purchasing products or services from WWBD GROUP. If a party markets products under its own name or brand, the private-label provisions of Article 19 shall additionally apply.

2. Offers

1. Offers made by WWBD GROUP are non-binding and do not oblige WWBD GROUP to enter into an agreement accordingly, unless expressly stated otherwise in writing.
2. The applicability of Article 3:61 paragraphs 2 and 3 of the Dutch Civil Code (BW) is expressly excluded.

3. Prices

1. Unless expressly agreed otherwise in writing, all prices quoted to business customers are exclusive of VAT and exclusive of shipping and cash-on-delivery charges. For orders placed through our Webshop exceeding €150 excluding VAT, no shipping costs shall be charged. Subject to printing and typographical errors. If WWBD GROUP supplies a consumer within the meaning of mandatory consumer law, prices and additional costs shall be stated in accordance with the applicable statutory requirements.
2. All costs relating to the importation of the products, including import duties, taxes and government inspections, shall be borne by the counterparty.
3. WWBD GROUP reserves the right at all times to change prices, packaging contents, models and colours, and to discontinue products.
4. In the event of an increase in one or more cost-price factors, WWBD GROUP shall be entitled to increase the order price accordingly, subject to any applicable statutory provisions, provided that any known future price increases shall be communicated when the agreement is concluded.
5. WWBD GROUP establishes fixed resale prices for business resellers and distributors, which shall apply as binding resale prices and shall be observed by the counterparty.

4. Delivery and Transport

1. An agreed delivery period, or the period within which the work must be performed, shall always be approximate and shall not be considered a strict deadline, unless expressly agreed otherwise in writing.
2. Goods shall be delivered at the address of WWBD GROUP in Valkenswaard, at John F. Kennedylaan 19F. At the request of the counterparty, the products shall be shipped to it. For cash-on-delivery shipments, the cash-on-delivery charges shall always be passed on; shipping costs per parcel shall always be charged for orders below €150. Distributors and Private Label customers shall always pay shipping costs per parcel. Shipment shall be at the counterparty's own risk.
3. If the capacity of WWBD GROUP is at any time insufficient to fulfil all orders, WWBD GROUP shall be entitled to determine at its own discretion which orders will be processed and in what order, without the counterparty being entitled to any compensation as a result.
4. Products that are out of stock shall not be automatically shipped at a later date and must be reordered.
5. Regular orders must be placed 40 hours in advance. It is not possible to add items to an order once the order has been processed. Any additions shall then be treated as a new order with a new order number.
6. Orders must be submitted exclusively in writing on the counterparty's letterhead or via the internet.
7. The counterparty is responsible for providing accurate and complete order details, delivery information and, where applicable, timely instructions regarding private-label production. Delays or additional costs resulting from incorrect, incomplete or late information shall be borne by the

counterparty.

5. Warranty

1. WWBD GROUP warrants to the counterparty that its products, insofar as manufactured or supplied by WWBD GROUP, are free from material defects and manufacturing defects upon delivery and, insofar as agreed in writing, comply with the agreed product specifications. This warranty shall not affect mandatory statutory rights.

2. Electrical devices supplied by WWBD GROUP that become defective within six months of delivery may be submitted to WWBD GROUP for repair, provided that the complaint has been reported in writing, return shipping costs have been paid by the customer and the purchase receipt/invoice has been provided. WWBD GROUP reserves the right to determine whether or not the defective device is covered by the device warranty. If the repair is covered by the warranty, WWBD GROUP shall bear the return and repair costs.

3. For private-label products, WWBD GROUP shall manufacture in accordance with the product specifications, samples and/or artwork and packaging files approved in writing by the counterparty. Changes after approval may result in additional costs, an adjusted delivery time and/or a new approval round.

6. Complaints

1. Any visible defects, shortages, damage, incorrect products or errors in invoicing or shipment must be reported by the counterparty to WWBD GROUP in writing within eight days of receipt of the products or invoice, respectively. The counterparty must inspect the delivered goods as soon as possible after receipt. Hidden defects must be reported in writing within a reasonable period after discovery.

2. Upon expiry of the aforementioned periods, the counterparty shall be deemed to have approved the goods delivered and/or work performed, as well as the invoice. Complaints shall thereafter no longer be processed by WWBD GROUP.

3. If replacement of the products within a reasonable period is not reasonable, the counterparty shall have the following rights: (a) a price reduction in proportion to the reduction in value of the products resulting from the defects; or (b) reimbursement of the total purchase price if the defect permanently and fundamentally prevents the intended use of the products, or if WWBD GROUP, at its sole discretion, prefers such reimbursement over another solution. In the event of reimbursement of the total purchase price of defective products, the counterparty shall, at WWBD GROUP's request, return the products to WWBD GROUP before reimbursement is made.

4. Filing a complaint shall not release the counterparty from its obligations under the agreement with WWBD GROUP.

5. A claim relating to a hidden defect shall no longer be admissible if it is brought after one year has elapsed from delivery, unless mandatory law prescribes a longer period or the parties have agreed another warranty period in writing.

6. Except for the limited warranties set out above, the counterparty shall have no claim to any other warranties, whether implied or express, on whatever legal basis.

7. In the event of a substantiated defect, WWBD GROUP shall, at its discretion and within a reasonable period, repair or replace the product, apply an appropriate price reduction, or credit/refund the relevant amount, insofar as legally permitted. The counterparty shall give WWBD GROUP the opportunity to investigate the defect.

7. Returns

1. Delivered and accepted products shall not be taken back by WWBD GROUP unless otherwise agreed, in which case a restocking fee of 20% shall always be charged. Products manufactured specifically for the counterparty, personalised products or private-label products shall not be accepted for return unless WWBD GROUP has given its prior written consent.

2. Returns shall be made at the buyer's expense and risk. If goods have been wholly or partially used, they shall be deemed to have been approved.

3. Private-label products, products with an adapted label, personalised packaging, specially procured products and products manufactured exclusively to the counterparty's specifications cannot be cancelled or returned due to changed circumstances, excess stock or a change in the counterparty's needs, unless agreed otherwise in writing.

8. Payment

1. Unless expressly agreed otherwise, delivery shall only take place against immediate payment. This shall include payments by credit card or debit card.

2. WWBD GROUP shall be entitled to demand payment of the entire or part of the invoice amount in advance, to invoice in instalments to be agreed at a later stage, or otherwise to require sufficient security for the fulfilment of the counterparty's payment obligations. If the counterparty fails to comply with such request, WWBD GROUP shall have the right to terminate the agreement by written declaration, and the counterparty shall compensate WWBD GROUP for the resulting damage suffered by WWBD GROUP.

3. If the counterparty fails to pay any amount due on time, refuses a cash-on-delivery shipment or fails to collect it on time, WWBD GROUP shall be entitled, without prejudice to its rights, in particular under Articles 10 and 15 of these terms and conditions, to require cash payment in advance for subsequent deliveries and/or services.

4. Each payment made by the counterparty shall first be applied to the interest owed and to collection costs and/or administrative costs incurred by WWBD GROUP and shall thereafter be applied to the oldest outstanding claim, even if the counterparty states that the payment relates to another claim.

5. If the counterparty fails to pay an invoice within the applicable period, WWBD GROUP shall be entitled to suspend subsequent deliveries, whether or not arising from the same purchase agreement, until the full amount has been transferred to and credited to WWBD GROUP's bank account.

6. The counterparty shall not be entitled to suspend its payment obligations or set off amounts, unless permitted by law or by a written agreement.

7. In the event of late payment, the counterparty, if acting in the course of a profession or business, shall owe statutory commercial interest from the day following expiry of the payment period, unless another legally permitted interest rate has been agreed in writing.

9. Costs

1. All costs, including collection costs, bailiff's costs and legal fees, incurred both in and out of court by WWBD GROUP to procure compliance with the counterparty's obligations shall be borne by the counterparty.

2. Extrajudicial collection costs for business customers shall be calculated in accordance with the agreements applicable between the parties and, in the absence thereof, insofar as permitted by law. For consumers, only costs permitted under mandatory law shall be charged and only after the applicable requirements have been met.

3. Reimbursement of extrajudicial costs shall be due from the moment the claim is handed over to WWBD GROUP's lawyer or bailiff, regardless of whether the counterparty is aware of this.

10. Retention of Title

1. All products shall remain the property of WWBD GROUP, notwithstanding actual delivery, until all amounts that the counterparty owes or will owe WWBD GROUP under any agreement have been paid in full. Rights shall only be granted to the counterparty or, where applicable, transferred on the condition that the counterparty pays the agreed fees fully and on time.

2. Before ownership of the products has transferred to the counterparty, the counterparty shall not be entitled to lease the products or make them available for use, pledge them or otherwise encumber them. The counterparty shall only be entitled to sell or deliver products owned by WWBD GROUP to a third party insofar as this is necessary in the ordinary course of the counterparty's business.

3. If and for as long as WWBD GROUP remains the owner of a product, the counterparty shall immediately inform WWBD GROUP if the products are seized or threatened with seizure, or if any claim is otherwise made against any part of the products. Furthermore, at WWBD GROUP's first request, the counterparty shall inform WWBD GROUP where the products are located.

4. In the event of seizure, suspension of payments, a declaration that the Debt Rescheduling Scheme for Natural Persons (WSNP) applies, or bankruptcy of the counterparty, the counterparty shall immediately inform the seizing bailiff, administrator or trustee of WWBD GROUP's ownership rights. The counterparty guarantees that the seizure of the products will be lifted immediately.

5. The counterparty irrevocably authorises WWBD GROUP, without any judicial intervention being required, to enter any location where the relevant goods or result of services are located and to take them back or have them taken back, wherever they may be located, and to do anything else that may facilitate the exercise of the retention of title.

6. The retention of title does not affect the counterparty's obligation to store the products carefully and, for as long as the retention of title applies, to provide WWBD GROUP with information about the stock present at its first request.

11. Authorisation

1. The counterparty is not permitted to provide training in the products and systems marketed by WWBD GROUP and/or to sell such products and systems without the prior written authorisation of WWBD GROUP.

2. A distributor or reseller may use WWBD GROUP's trademarks, trade names, product images and marketing materials solely for the sale and promotion of the relevant products and in accordance with the brand and usage guidelines provided by WWBD GROUP. The granting of distributor status does not constitute a transfer of intellectual property rights.

3. Unless otherwise agreed in writing, a distribution or resale authorisation is non-exclusive and does not confer any right to a specific territory, customer base, sales volume or minimum supply quantity. Exclusivity, minimum purchase commitments and territorial arrangements shall only be valid if separately agreed in writing.

4. Online sales are permitted insofar as the counterparty complies with the law, respects WWBD GROUP's intellectual property rights and does not use misleading product information. Specific arrangements concerning sales channels, marketplaces or territories shall only be valid if agreed in writing and insofar as legally permitted.

12. Liability

1. WWBD GROUP shall not be liable for hypersensitivity reactions, allergies or other reactions arising from the use of products, insofar as the damage results from incorrect, improper or non-instruction-compliant use, or from circumstances for which WWBD GROUP is not responsible. This provision shall not affect liability that cannot be excluded under mandatory law. In the event of an adverse reaction, use of the product must be discontinued immediately.

2. WWBD GROUP shall not be liable for damage to the products other than in accordance with the applicable warranties provided.

3. WWBD GROUP shall not be liable, whether under statutory law or the agreement, for consequential damage suffered by the counterparty or a third party in connection with or arising from the use of the products. This includes loss of profit, business interruption, loss of data and non-material damage.

4. Except for liability that cannot be excluded under mandatory law, WWBD GROUP's contractual and statutory liability shall at all times be limited to the amount invoiced and/or invoiceable under the relevant agreement for the product or service to which the liability relates, provided that this limitation shall not apply to damage resulting from intent or wilful recklessness on the part of WWBD GROUP's management.

5. WWBD GROUP can never be held liable for damage caused intentionally and/or through (gross) negligence by self-employed auxiliary persons engaged by it, or by employees who are not responsible for the management of WWBD GROUP's business.
6. WWBD GROUP shall not be liable for any environmental damage arising from improper destruction, removal or disposal of the product.
7. If a product safety incident, recall, safety notification or other measure concerning a product supplied by WWBD GROUP proves necessary, the parties shall immediately inform each other and reasonably cooperate. Costs shall be borne by the party to whom the cause of the relevant failure can be attributed, insofar as legally permitted.
8. The counterparty shall immediately inform WWBD GROUP of complaints, incidents or signals that could reasonably indicate a product safety or compliance issue and shall retain relevant information and product/batch data.

13. Force Majeure and Termination

1. For the purposes of these terms and conditions, force majeure on the part of WWBD GROUP shall mean war, threat of war, natural disasters, excessive temporary increases in demand, civil unrest, transport disruptions, government measures, weather conditions, the failure, delay or incomplete delivery to WWBD GROUP of goods or services ordered from third parties, strikes, business closures, work-to-rule actions, disruptions in the business operations of WWBD GROUP, nuclear reactions, acts of war or violence, and any other circumstance beyond WWBD GROUP's control which, regardless of whether it was foreseeable at the time the agreement was concluded, temporarily or permanently prevents performance of the agreement or makes performance substantially more difficult or costly.
2. If WWBD GROUP is unable to fulfil its obligations as a result of force majeure, it shall, without being in default, be entitled to postpone delivery of goods and/or performance of work until the force majeure situation has ended.
3. In the event of force majeure, WWBD GROUP shall have the right to terminate the agreement without being obliged to compensate the counterparty for any resulting damage.
4. If a force majeure situation continues for more than one month, the counterparty shall be entitled to terminate the part of the agreement relating to the delivery of goods and/or performance of work that cannot be delivered and/or performed as a result of the force majeure situation.
5. If WWBD GROUP has stipulated that certain goods to be delivered originate from specifically named manufacturers or suppliers, the warranty provisions stipulated by the manufacturer or supplier shall apply to such goods. WWBD GROUP provides no separate warranty of its own in addition to such manufacturer's warranty. Furthermore, WWBD GROUP cannot be held liable for the fulfilment of warranty obligations by the named manufacturer or supplier.
6. WWBD GROUP shall not be obliged to replace products when they have been subjected to incorrect, abnormal or irresponsible use, handling or storage.

7. WWBD GROUP provides no warranties with regard to the use or misuse of the products, their marketability or their suitability for purposes other than nail styling.
8. Following termination of the agreement, the counterparty shall remain free to sell stock lawfully acquired by it, provided that WWBD GROUP's intellectual property rights, trademark conditions and other statutory requirements are complied with.
9. If a private-label product is marketed under the counterparty's name or brand, the parties shall agree in writing in advance which party is responsible for the statutory obligations arising under applicable product regulations that rest with the responsible person, importer, distributor or other market participant. The counterparty shall provide WWBD GROUP in a timely manner with all information necessary for this purpose.

14. Indemnification and Set-Off

1. If WWBD GROUP is nevertheless held liable by third parties in respect of any damage for which WWBD GROUP is not liable under these terms and conditions and for which the counterparty is liable, the counterparty shall fully indemnify WWBD GROUP in this respect and reimburse it for everything it is required to pay to third parties on that account pursuant to a settlement agreement concluded with the counterparty's consent or an irrevocable court judgment or comparable decision.
2. Any counterclaims submitted by the counterparty that are disputed by WWBD GROUP may not be settled by set-off against and/or deduction from the invoice amount, but must be claimed separately.
3. The counterparty shall indemnify WWBD GROUP against third-party claims arising from texts, claims, logos, designs, artwork, packaging or other materials supplied or approved by the counterparty, unless the damage results from a failure attributable to WWBD GROUP.

15. Termination by WWBD GROUP

1. If the counterparty: A. is declared bankrupt, transfers its estate to creditors, files an application for suspension of payments and/or debt restructuring, or any part of its assets is seized; B. dies or is placed under administration or guardianship; C. fails to comply with any obligation imposed on it by law, the agreement or these terms and conditions; D. ceases or transfers its business or a substantial part thereof, including contributing its business to a newly established or existing company, or changes the purpose of its business, WWBD GROUP shall, solely by the occurrence of any of the aforementioned events, have the right to terminate the agreement by written declaration, without prejudice to its right to compensation for goods already delivered and/or work already performed, and without prejudice to its right to interest, costs and damages.
2. Upon termination of a distribution or private-label relationship, the counterparty shall cease using WWBD GROUP's trademarks, logos, product images, confidential information and other materials, unless otherwise agreed in writing. Private-label stock already produced shall be dealt with in accordance with separately agreed arrangements or, in the absence thereof, in accordance with Article 7.

16. Intellectual Property Rights

1. The counterparty is prohibited from copying or otherwise reproducing (parts of) manuals, brochures, leaflets or newsletters without the prior written consent of WWBD GROUP. Nor is it permitted to reproduce product names or names used within WWBD GROUP's product lines.
2. The counterparty shall not use or combine logos and/or images of different brands with one another, but shall at all times display the logo of the brand of the relevant product.
3. In private-label production, the formulations, production methods, technical documentation, know-how, samples and other production information developed by WWBD GROUP shall remain the property of WWBD GROUP, unless otherwise agreed in writing. Logos, trade names, packaging designs and other materials supplied by the counterparty shall remain the property of the counterparty or the relevant rights holder. The counterparty warrants that it is entitled to provide these materials to WWBD GROUP and have them used for production.
4. The counterparty is not permitted, without the prior written consent of WWBD GROUP, to have WWBD GROUP's formulations, product specifications, samples, production methods or other confidential technical information reproduced or used by third parties.

17. Confidential Information

1. Both parties shall treat all information obtained from the other party as confidential.
2. The distributor shall take all measures to prevent confidential information from being disclosed. Each party shall return or hand over information subject to the confidentiality obligation to the entitled party within 10 days after termination of the agreement, insofar as this is possible. The obligation of confidentiality shall continue after termination of the agreement.
3. Confidential information shall in any event include pricing agreements, margins, customer and supplier data, formulations, product specifications, production methods, samples, artwork, business plans and other non-public information. The confidentiality obligation shall continue after termination of the agreement for as long as the information has not lawfully become public.

18. Governing Law and Disputes

1. All agreements to which these general terms and conditions apply and all legal relationships arising between the parties therefrom shall be governed exclusively by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. All disputes arising in connection with the agreement(s) concluded between the parties shall be submitted exclusively to the District Court of 's-Hertogenbosch, provided that WWBD GROUP reserves the right to bring proceedings before the court having jurisdiction under the law. If WWBD GROUP invokes this provision in writing, it shall give the counterparty at least one month to notify WWBD GROUP in writing that it chooses the court having jurisdiction under the law, which choice WWBD GROUP shall respect.

3. Dutch law shall apply to the relationship between WWBD GROUP and business counterparties, to the exclusion of the CISG. If and insofar as mandatory statutory provisions apply, they shall remain in force.

4. WWBD GROUP establishes fixed resale prices for business resellers and distributors, which shall apply as binding resale prices and shall be observed by the counterparty.

19. Additional Provisions for Private Label

1. These provisions shall apply exclusively if WWBD GROUP manufactures or has products manufactured under the name, brand or trade name of the counterparty, or if the counterparty supplies specific product specifications, formulations, packaging or artwork.

2. Product development, samples, trial production and product approvals shall be carried out on the basis of the specifications agreed in writing. A sample or trial product shall be deemed approved once the counterparty has confirmed this in writing. Following approval, WWBD GROUP shall be entitled to manufacture in accordance with the approved version.

3. The counterparty is responsible for the accuracy and legality of texts, translations, claims, logos, trade names, images, artwork and packaging information supplied by it, unless WWBD GROUP has independently prepared such information and confirmed in writing that it is responsible for it.

4. The counterparty shall ensure the timely submission and approval of artwork and packaging files. Changes after approval may result in costs for materials, printing plates, packaging or products already produced and in an adjusted delivery time.

5. Minimum order quantities (MOQ), production lead times, advance payments, printing plate and mould costs, packaging costs and any storage costs shall be agreed in writing for each private-label order. Unless otherwise agreed, the counterparty shall be obliged to purchase the full agreed production run.

6. Exclusivity of a product, formulation, packaging, colour, formula, shape or other development shall only exist if expressly agreed in writing in advance. A private-label order does not in itself entail exclusivity.

7. If a private-label product is a cosmetic product, the parties shall determine in advance which party will act as the responsible person, importer or distributor under the applicable regulations. The counterparty understands that marketing a cosmetic product under its own name or trademark may result in it being designated as the responsible person.

8. The counterparty shall provide WWBD GROUP with all data and documents required for production, quality control, labelling, safety assessment, product information, traceability and any statutory notifications, insofar as such information is supplied by or held by the counterparty.

9. If a recall, safety measure or other corrective action is necessary due to a production error or non-conforming raw materials or products for which WWBD GROUP is responsible, WWBD GROUP shall reasonably cooperate in the necessary measures. If the cause lies in materials, information, claims, artwork or instructions supplied or approved by the counterparty, the resulting costs shall be borne by the counterparty, insofar as legally permitted.

10. Without the prior written consent of WWBD GROUP, the counterparty may not approach suppliers, manufacturers or subcontractors of WWBD GROUP with the purpose of having products specifically developed for the counterparty manufactured directly, if this would involve the use or circumvention of WWBD GROUP's trade secrets or confidential production information. This provision shall not apply to information that has lawfully become public or has been independently developed by the counterparty.

11. Upon termination of a private-label order, products, packaging, labels, printing plates, moulds and other materials already ordered or produced specifically for the counterparty shall be settled in accordance with the written agreements. In the absence thereof, the counterparty shall remain obliged to purchase and pay for goods and materials already specifically produced or procured for it, insofar as these cannot reasonably be supplied to another customer.

20. Final Provision

1. If one or more provisions of these terms and conditions are void, annulled or otherwise prove unenforceable, the remaining provisions shall remain in full force and effect. The parties shall replace the relevant provision with a valid provision that corresponds as closely as possible to the purpose and substance of the original provision.

2. In the event of a conflict between these general terms and conditions and a separate written agreement between WWBD GROUP and the counterparty, the separate written agreement shall prevail insofar as it expressly deviates from these general terms and conditions.