

## **GENERAL TERMS OF SALE AND DELIVERY**

### **of Pro4Care s.r.o.**

Terms of sale and delivery, version 1 of 9 January 2020

#### **1. Application**

- 1.1 These General Terms of Sale and Delivery (hereinafter the "Terms") apply to all supplies of products (hereinafter the "Product" or the "Products") from Pro4Care s.r.o., a part of Six Five Beauty Group (hereinafter "Pro4Care"), to any customer (hereinafter the "Buyer") (Pro4Care and the Buyer hereinafter the "Parties").
- 1.2 These Terms apply unless derogated from in writing by the Parties. Pro4Care is not bound by any terms set by the Buyer, e.g. any general terms of purchase, although Pro4Care has not objected to such terms.

#### **2. Offer and order confirmation**

- 2.1 Pro4Care prepares an order confirmation for the Buyer based on the offer made.
- 2.2 Pro4Care is only bound by an agreement to supply when Pro4Care has prepared a written order confirmation and the Buyer has confirmed the order confirmation by signing it.

#### **3. Prices**

- 3.1 The prices are the prices specified by Pro4Care in the order confirmation. Unless otherwise specified in the order confirmation, all prices are in euro (EUR).

#### **4. Delivery and delivery time**

- 4.1 Delivery takes place according to the Ex Works Incoterms 2010 clause at the collection point specified in the order confirmation, unless another delivery clause is specified in the order confirmation. The risk of the Product passes to the Buyer when Pro4Care makes the Product available to the Buyer at the agreed location. Unless otherwise agreed in writing, e.g. another delivery clause, the Buyer is obliged to take out transport insurance.

4.2 The date of delivery specified in the order confirmation is for guidance only and no delay in delivery entitles the Buyer to claim any remedies for breach.

## **5. Delivery obstacles - Force Majeure**

5.1 Pro4Care is entitled to cancel orders or to postpone any agreed delivery of Products and is otherwise exempt from liability for any non-delivery, defective delivery or delayed delivery if caused in whole or in part by circumstances beyond Pro4Care's reasonable control, such as riots, civil commotion, war, terrorism, fire, public regulations, strikes, lockout, slow-down, transport irregularities, scarcity of goods, illness or delayed or defective delivery from suppliers, accidents in production or testing, or lack of energy supply.

5.2 The Buyer is not entitled to claim compensation from or to set up other claims against Pro4Care or to claim remedies for breach as a result of such non-performance.

5.3 Pro4Care is only liable for such non-performance if it is proved that Pro4Care has made errors and omissions or, if Pro4Care has not within a reasonable time of having been made aware of the obstacles, has not notified the Buyer thereof.

## **6. Payment**

6.1 The purchase price is payable in cash. The date of payment is specified in the order confirmation. In the event of late payment, interest at the rate of 2% per month will be charged on the outstanding amount.

6.2 Payment cannot be made by any set-off against a claim that the Buyer may have against Pro4Care.

## **7. Quality and marking**

7.1 The quality and the marking of the Product must comply with all the requirements of the Danish authorities, EU regulation no. 1223/2009, the guidelines of respectively REACH and Colipa.

7.2 The Buyer is obliged to inform Pro4Care about the regulatory requirements that apply in any other country of destination, and Pro4Care is not

responsible for compliance with such requirements unless this is explicitly agreed in writing.

## **8. The Buyer's inspection and duty to give notice**

8.1 The Buyer is obliged to inspect the Product immediately after it has been delivered to the Buyer. If, in connection with such inspection, the Buyer discovers or ought to have discovered that the Product is defective, the Buyer is obliged to give Pro4Care written notice thereof without delay and within three (3) days, however, see also clause 9.3 below. If the Buyer does not give such notice within the time stated, the Buyer forfeits its right to claim compensation at a later date or to claim other remedies concerning the defective Product.

8.2 In accordance to the procedures existing in Pro4Care, we would like to reserve the right to complain consideration. We will make every effort to possibly shorten the process. In the meantime, we expect there will not be taken any actions leading to any costs. Our experience let us be convinced we can propose optimum solution saving costs on both sides. Please take into consideration, that Pro4Care will not participate in any costs arisen beyond our prior decision and approval. All the operations taken without our acceptance will be taken on customer's risk, responsibility and cost. We will come back with the information within 14 days.

## **9. Liability for defects**

9.1 If the Product is defective, Pro4Care may at its own option deliver a Product in replacement within reasonable time or issue a credit note to the Buyer for the defective Product based on Pro4Care's sales prices to the Buyer. In addition to this, no other claim, including claim for compensation, may be set up against Pro4Care.

9.2 Pro4Care is not liable for defects which are caused by incorrect handling, transport or storage, or which are caused by other negligence attributable to other parties than Pro4Care, e.g. the Buyer.

9.3 If the Buyer wants to set up any claim for defects against Pro4Care concerning the Products, the Buyer must give written notice to Pro4Care no later than 12 months after the Products concerned have been delivered, however, see clause 8.1 on defects which the Buyer discovered or ought to have discovered when complying with its duty of inspection.

## **10. Damages**

- 10.1 In the event that Pro4Care may be held liable to pay damages, the Buyer may claim damages for its direct, documented loss. The Buyer is in no circumstances entitled to claim damages for loss of earnings, consequential damage or any other kind of indirect loss.
- 10.2 Any liability of Pro4Care incidental to a supply is in any event limited to an amount equal to the purchase price of the supply concerned.

## **11. Product liability**

- 11.1 When the Product has come into the hands of the Buyer, Pro4Care is neither liable for damage to real or personal property, nor liable for consequential damage, loss of earnings or any other kind of indirect loss.
- 11.2 Pro4Care is solely liable for damage to persons if it is proved that such damage was caused solely by characteristics or defects in the Product and this is attributable to errors or omissions on the part of Pro4Care or other parties for whom Pro4Care is liable.
- 11.3 In the event that product liability to third party should be imposed on Pro4Care, the Buyer is obliged to indemnify Pro4Care, including for Pro4Care's costs of legal assistance, etc., if and to the extent that Pro4Care's product liability has been disclaimed above in clauses 11.1 and 11.2.
- 11.4 If third party sets up a product liability claim against either Pro4Care or the Buyer, either Party is obliged to inform the other Party thereof without delay.
- 11.5 Pro4Care and the Buyer are mutually obliged to conduct legal and arbitration proceedings that are instituted against them by parties claiming compensation for product liability caused by Pro4Care's Products. The Buyer is moreover obliged to let itself be sued as a co-defendant before the court or the arbitration tribunal that hears claims set up against Pro4Care on such basis.

## **12. Invalidity**

12.1 If one or more of the provisions in these Terms is or becomes invalid, illegal or unenforceable, this shall not affect or prejudice the validity, legality or enforceability of the other provisions.

### **13. Disputes and governing law**

13.1 Any disputes which may arise between the Parties that are regulated by these Terms must be settled in accordance with Czech law, with the exception of the CISG and Czech conflict of laws rules which may lead to the application of another country's law.

13.2 Any dispute which may arise between Pro4Care and the Buyer must be settled by the ordinary Czech courts.