

GENERAL TERMS OF SALE AND DELIVERY

of SixFive Beauty Nordic ApS

Terms of sale and delivery, November 2022

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 SixFive Beauty Nordic ApS (hereinafter "SixFive Beauty"), to any customer (hereinafter the "Buyer").
- 1.2** These Terms apply unless derogated from in writing by the Parties. SixFive Beauty is not bound by any terms set by the Buyer, e.g., any general terms of purchase, although SixFive Beauty has not objected to such terms.

2. Offer and order confirmation

- 2.1** SixFive Beauty prepares an order confirmation for the Buyer based on the offer made.
- 2.2** SixFive Beauty is only bound by an agreement to supply when SixFive Beauty 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 SixFive Beauty in the order confirmation. Unless otherwise specified in the order confirmation, all prices are in euro (EUR). SixFive Beauty reserves the right to alter the prices on already confirmed orders at four months' notice if the price on one or more raw materials or packaging components increases by more than 3% during a 12-month period.

4. Delivery and delivery time

- 4.1** Delivery takes place according to the Ex Works INCOTERM in force at any time 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 SixFive Beauty 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** SixFive Beauty 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 SixFive Beauty's reasonable control, such as riots, civil commotion, war, terrorism, fire, public regulations, strikes, lock-out, slowdown, pandemics, epidemics, 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 SixFive Beauty or to claim remedies for breach because of such non-performance.

- 5.3** SixFive Beauty is only liable for such non-performance if it is proved that SixFive Beauty has made errors and omissions or, if SixFive Beauty 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 SixFive Beauty.

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 SixFive Beauty about the regulatory requirements that apply in any other country of destination, and SixFive Beauty 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 SixFive Beauty 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 with the procedures existing in SixFive Beauty, 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 SixFive Beauty 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, SixFive Beauty 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 SixFive Beauty's sales prices to the Buyer. The Buyer has no other remedy against SixFive Beauty due to defects, and the Buyer is thus not entitled to set up claims for compensation, etc. against SixFive Beauty.

9.2 SixFive Beauty 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 SixFive Beauty, e.g., the Buyer.

9.3 If the Buyer wants to set up any claim for defects against SixFive Beauty concerning the Products, the Buyer must give written notice to SixFive Beauty 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 If SixFive Beauty 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 SixFive Beauty 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 Subject to the limitations stated in this clause, SixFive Beauty is liable for product liability pursuant to Danish law.

11.2 In no event shall SixFive Beauty be liable for operational loss, loss of time, loss of earnings, loss of profit, loss of savings, loss of data, loss of goodwill or any indirect loss.

11.3 SixFive Beautys product liability shall in any event be limited to DKK two million.

11.4 To the extent that product liability is imposed on SixFive Beauty because of a third-party claim, the buyer shall indemnify SixFive Beauty to the same extent, as SixFive Beautys liability is limited towards the buyer in accordance with the above.

11.5 Should a third-party file a claim for compensation pursuant to the above against SixFive Beauty or buyer, the party in question shall without undue delay inform the other party.

11.6 Any product liability claim raised by buyer must be in writing and promptly communicated to SixFive Beauty.

11.7 Buyer shall at all times maintain a proper product liability insurance, and buyer must provide written evidence thereof on SixFive Beautys request.

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 Danish law with the exception of the CISG and Danish conflict of laws rules which may lead to the application of another country's law.

13.2 Any dispute which may arise between SixFive Beauty, and the Buyer must be settled by the ordinary Danish courts.