

CAPAX GROUP

GENERAL TERMS AND CONDITIONS OF

Purchase

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COMPANY

CECS B.V., trading as Capax Group

ADDRESS

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CHAMBER OF COMMERCE

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These General Terms and Conditions of Purchase apply to all purchases of CECS B.V., trading as Capax Group, and its group companies. They are available at capaxgroup.com and are sent free of charge on request.

Company details

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Address	Kwiksilverstraat 19, 1362 JE Almere, the Netherlands
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E-mail	info@capaxgroup.com
Website	www.capaxgroup.com

ARTICLE 1

Article 1 – Definitions

In these Terms the following capitalised words have the meaning given below.

- 1.1 Capax:** CECS B.V., trading as Capax Group, with its registered office in Almere, the Netherlands (KvK 68816308), and each of its group companies within the meaning of article 2:24b of the Dutch Civil Code ("DCC") that uses these Terms, each acting individually as the purchasing party.
- 1.2 Supplier:** any legal entity or person that makes an offer to Capax, or with whom Capax concludes an Agreement for the purchase of Goods.
- 1.3 Agreement:** any agreement under which the Supplier sells and delivers Goods to Capax, including any amendment or addition.
- 1.4 Goods:** all products the Supplier sells or delivers to Capax, including their packaging, labels and accompanying documents.
- 1.5 Purchase Order:** Capax's written order or order confirmation.
- 1.6 Brand Owner:** the owner of the trademarks or other intellectual property rights used on or in relation to the Goods, and any person authorised by it.
- 1.7 T1 Goods:** Goods under a customs transit or bonded status that have not been released for free circulation in the European Economic Area ("EEA").
- 1.8 T2 Goods:** Goods in free circulation in the European Union.
- 1.9 Total Shelf Life:** the period between the date of manufacture and the date of minimum durability or expiry of the Goods, as set by the manufacturer.
- 1.10 Sanctions:** economic, financial or trade sanctions and export-control laws of the European Union, the United Nations, the Netherlands, and, to the extent applicable to a party, the United States and the United Kingdom.
- 1.11 In writing:** by letter, e-mail or through a Capax portal. Messages through instant-messaging apps count as in writing only once confirmed by e-mail or in a Purchase Order.
- 1.12 Working Day:** any day other than a Saturday, Sunday or public holiday in the Netherlands.
- 1.13 Incoterms:** the ICC Incoterms® 2020, or a later edition in force when the Agreement is concluded.

ARTICLE 2

Article 2 – Applicability

- 2.1** These Terms apply to all requests for quotations, Purchase Orders and Agreements of Capax, and to all further agreements arising from them.
- 2.2** The applicability of the Supplier's general terms and conditions, under whatever name and wherever stated, including on quotations, order confirmations and invoices, is expressly rejected.
- 2.3** Deviations from these Terms are valid only if agreed In writing by an authorised representative of Capax, and apply only to the Agreement for which they were agreed.
- 2.4** In case of conflict, the following order of precedence applies: (a) a signed framework, distribution or supply agreement; (b) the Purchase Order; (c) these Terms; (d) the Incoterms.
- 2.5** A Supplier that has once concluded an Agreement on these Terms is deemed to accept their applicability to all later Agreements.
- 2.6** Capax may amend these Terms. The amended version applies to Agreements concluded after it has been published on capaxgroup.com or sent to the Supplier.
- 2.7** These Terms are drawn up in English. If they are translated, the English text prevails.

ARTICLE 3**Article 3 – Formation of the Agreement**

- 3.1 Offers of the Supplier are irrevocable for the period stated in them, or, failing that, for five Working Days.
- 3.2 An Agreement is formed when Capax issues a Purchase Order signed or sent by an authorised Capax buyer and the Supplier accepts it In writing or starts performing it, whichever comes first.
- 3.3 If the Supplier's acceptance deviates from the Purchase Order, the deviation binds Capax only if Capax accepts it In writing. Silence of Capax is never acceptance.
- 3.4 The Supplier may not cancel an Agreement.
- 3.5 The Supplier is responsible, at its own cost, for all permits, licences, registrations and authorisations needed to perform the Agreement, and indemnifies Capax against all consequences of their absence.

ARTICLE 4**Article 4 – Prices and invoicing**

- 4.1 Prices are fixed and exclusive of VAT. They include all other costs, such as packaging, pallets, labelling, loading, transport to the agreed place of delivery, insurance, documents and certificates, and, where delivery DDP is agreed, all import duties and other levies. Increases in wages, material costs, exchange rates or other cost factors do not entitle the Supplier to a price increase.
- 4.2 Invoices must comply with the requirements of the Dutch Turnover Tax Act 1968 or the equivalent law of the Supplier's country, and must state the Purchase Order number, the quantities and EAN codes of the Goods, and a bank account in the Supplier's own name in its country of establishment.
- 4.3 Changes to the Supplier's bank details are valid only when confirmed by Capax with a known Supplier contact by telephone. Capax may suspend payment until this verification has taken place.
- 4.4 Invoices that do not meet the requirements of this article are not eligible for payment until corrected, and the payment term does not start before that.

ARTICLE 5**Article 5 – Payment**

- 5.1 Unless agreed otherwise In writing, Capax pays within 60 days of the last of: delivery of the Goods; their acceptance by Capax; and receipt of an invoice complying with article 4.
- 5.2 Payment does not mean acceptance of the Goods, and does not release the Supplier from any warranty or liability.
- 5.3 If prepayment is agreed, the Supplier shall on Capax's request provide security for it, such as a bank guarantee. Title to the Goods to which a prepayment relates passes to Capax on payment. From that moment the Supplier holds those Goods for Capax, shall keep them separate, identified as Capax's property, insured and free from any third-party rights, and shall not deliver them to anyone else. If the Goods are not delivered on time, the Supplier shall refund the prepayment within three Working Days of Capax's request, with statutory commercial interest from the date of payment.
- 5.4 Capax may suspend payment if it has a complaint about the Goods, or if it has good grounds to fear that the Supplier will not perform its obligations.
- 5.5 Capax and each of its group companies may set off any amount they owe to the Supplier, or to its group companies, against any amount the Supplier or its group companies owe to any Capax group company, whether or not due.
- 5.6 The Supplier may not set off, suspend its obligations, or assign or pledge its receivables on Capax, without Capax's prior written consent.

ARTICLE 6**Article 6 – Delivery, packaging and documents**

- 6.1** Unless the Purchase Order states otherwise, the Goods are delivered DAP (Delivered at Place) at Capax's warehouse or at another address stated in the Purchase Order, under the Incoterms. In case of conflict, these Terms prevail over the Incoterms.
- 6.2** The delivery date or period stated in the Purchase Order is a strict deadline. If none is stated, delivery takes place within 30 days of the Agreement. If the Supplier does not deliver on time, it is in default without notice of default being required.
- 6.3** The Supplier shall inform Capax immediately of any expected delay, stating the cause and the expected new date. This does not affect the Supplier's liability.
- 6.4** For each day of late delivery, the Supplier owes Capax a penalty of 1% of the price of the late Goods, up to a maximum of 10%, without prejudice to Capax's right to full damages and to terminate the Agreement.
- 6.5** Partial and early deliveries require Capax's prior written consent. Capax may postpone delivery by up to 30 days without owing any compensation.
- 6.6** Deliveries take place on Working Days, within warehouse hours, and on an appointment booked in advance with Capax. Capax is not liable for waiting time or delays at unloading.
- 6.7** The Goods shall be packed properly for the transport concerned, on undamaged standard pallets, with one product per pallet layer unless agreed otherwise, and with pallet labels stating EAN, quantity and batch codes. Dangerous goods, including alcohol-based fragrances and aerosols, shall be classified, packed, labelled and documented in accordance with ADR, IATA and IMDG rules.
- 6.8** Each delivery shall be accompanied by: a delivery note and packing list stating the Purchase Order number, EAN codes, quantities, batch codes and expiry dates per pallet; a CMR or other transport document; the commercial invoice; and, where relevant, the certificate of origin, T1, T2 or e-AD document, safety data sheet and any other document needed for transport, customs clearance or resale.
- 6.9** Signing a delivery note confirms only receipt of the number of packages. It does not mean approval of quality or quantity.
- 6.10** On Capax's request, the Supplier shall take back packaging materials at its own cost.

ARTICLE 7**Article 7 – Quality and warranties**

The Supplier warrants that, at delivery, the Goods:

- 7.1** are genuine, manufactured by or with the authorisation of the Brand Owner stated on the packaging, of the quality intended by the Brand Owner, and free from defects;
- 7.2** are not counterfeit, imitations, or goods produced without the Brand Owner's consent, and are not testers, samples, "not for sale" items, promotional stock, or duty-free or military-channel goods, unless the Purchase Order expressly states so;
- 7.3** are in their original, intact and current packaging and labelling of the Brand Owner, including cellophane, seals and security features, without overstickers, unless agreed otherwise in writing;
- 7.4** carry their original batch and lot codes, identical on the product and the outer packaging, which have not been removed, decoded, altered or obscured;
- 7.5** have a remaining shelf life of at least 70% of their Total Shelf Life, and in any event at least 12 months before the date of minimum durability or expiry. Goods without such a date were manufactured no more than 24 months before delivery. The Purchase Order may set different requirements;
- 7.6** comply with all laws and regulations of the European Union, the Netherlands and, where stated in the Purchase Order, the country of destination, including Regulation (EC) 1223/2009 on cosmetic products (including

notification in the CPNP, the designation of a responsible person and labelling in the required languages), REACH, CLP, food-labelling law and excise law;

- 7.7 have been stored and transported under conditions appropriate to the Goods, including temperature, and have not been subject to any recall, withdrawal or regulatory action;
- 7.8 correspond to the Purchase Order, the agreed specifications and any approved samples; and
- 7.9 are free from any retention of title, pledge, lien or other third-party right.

ARTICLE 8

Article 8 – Intellectual property, exhaustion and chain of custody

- 8.1 The Supplier warrants that the purchase, possession, import, export and resale of the Goods by Capax and its customers do not infringe any trademark, copyright, design right or other intellectual property right of any third party.
- 8.2 For T2 Goods, the Supplier warrants that the Goods were first placed on the market in the EEA by the Brand Owner or with its consent, and may be freely traded throughout the EEA, also where the Supplier did not buy them from the Brand Owner.
- 8.3 For T1 Goods, the Supplier warrants that the Goods were placed on the market in their country of origin or purchase by the Brand Owner or with its consent, and may lawfully be traded in the country or region stated in the Purchase Order.
- 8.4 The Supplier warrants that its sale to Capax does not breach any distribution agreement, selective-distribution system or other contractual restriction binding on the Supplier or its own suppliers, and that the Goods were not obtained through inducing such a breach.
- 8.5 Within five Working Days of Capax's request, the Supplier shall provide full and unredacted documents showing the origin and chain of custody of the Goods back to the Brand Owner or its authorised distributor, including invoices, delivery and transport documents, and the names and addresses of all previous holders and logistics providers. Capax may disclose these documents to the Brand Owner, authorities and courts.
- 8.6 The Supplier indemnifies Capax, its group companies and its customers against all claims, seizures, fines, costs and losses, including legal fees, arising from any breach of articles 7 or 8, or from any alleged infringement of third-party rights relating to the Goods. Capax may invoice its expected defence costs monthly in advance; the Supplier shall pay these invoices within 14 days, and the balance is settled against actual costs.

ARTICLE 9

Article 9 – Inspection, rejection and acceptance

- 9.1 Capax, or a third party it appoints, may inspect and test the Goods at any time and place, including before shipment at the Supplier's premises. The Supplier shall provide all access, information and assistance needed. Capax bears the cost of its own staff; all other costs of inspection are for the Supplier's account if the Goods are rejected.
- 9.2 Inspection, testing, receipt, use or payment does not mean acceptance of the Goods and does not release the Supplier from any warranty or liability.
- 9.3 Capax shall notify defects within a reasonable time after it has discovered them or should reasonably have discovered them. A notification within 30 days of discovery is in any event timely. Capax is not obliged to inspect the Goods on arrival.
- 9.4 A written statement of the Brand Owner, or a report of an independent expert appointed by Capax, regarding the authenticity, origin or condition of the Goods is binding between the parties as to its findings, unless the Supplier proves it to be manifestly incorrect. Such statement or report need not identify Capax's customers or the location of the Goods.

9.5 If Capax rejects Goods, the Supplier shall, at Capax's option and within the period Capax sets: replace them with conforming Goods; or collect them and refund the price within five Working Days. Rejected Goods are at the Supplier's risk from the moment of rejection. If the Supplier does not collect rejected Goods within ten Working Days, Capax may return them at the Supplier's cost and risk, store them at the Supplier's cost, or, where they are counterfeit or unsafe, have them destroyed at the Supplier's cost.

9.6 Capax may use or resell Goods before inspection has taken place.

ARTICLE 10

Article 10 – Risk and title

10.1 Risk in the Goods passes to Capax on delivery at the agreed place of delivery. Rejected Goods remain or return at the Supplier's risk.

10.2 Title passes to Capax on delivery, or earlier on payment under article 5.3, free from any third-party right.

10.3 The Supplier waives any retention of title and any right of reclamation (article 7:39 DCC) or comparable right under foreign law.

ARTICLE 11

Article 11 – Returns

Without prejudice to its other rights, Capax may return Goods to the Supplier against a full refund of the price paid:

11.1 at any time, if the Goods prove to be counterfeit, not exhausted contrary to article 8, or otherwise in breach of article 7.1 to 7.4;

11.2 within twelve months of delivery, if the Goods deviate in packaging or labelling from what is customary for those Goods, such as promotional or "action" packs, unless this was disclosed In writing before the Agreement; and

11.3 if, through an act or omission of the Supplier, the market situation or the marketability of the Goods has become materially different from what it was when the Agreement was concluded.

Returned Goods travel at the Supplier's cost and risk. The Supplier shall refund the price, and all costs Capax has incurred, within five Working Days of Capax's request.

ARTICLE 12

Article 12 – Remedies

12.1 If Goods do not conform to the Agreement, the Supplier shall, at Capax's option and without delay, replace, repair or credit the non-conforming Goods, and bear all related costs, including transport, storage, inspection, testing, relabelling, destruction and handling.

12.2 If the Supplier does not cure the non-conformity in time, or if cure cannot wait, Capax may cure it itself or have it cured by a third party at the Supplier's cost, after notifying the Supplier In writing.

12.3 The warranties apply in full to replaced or repaired Goods.

12.4 These remedies are in addition to Capax's other rights under the Agreement and the law.

ARTICLE 13

Article 13 – Liability and insurance

13.1 The Supplier is liable for all damage and costs Capax suffers as a result of any breach by the Supplier, any defect in the Goods, or any act or omission of the Supplier, its employees or third parties it engages, whether or not attributable. This includes indirect and consequential damage, loss of profit, claims of Capax's customers and Brand Owners, fines, recall and destruction costs and legal fees.

13.2 The Supplier indemnifies Capax against all third-party claims relating to the Goods, including product-liability claims and claims of Brand Owners and authorities.

- 13.3** The Supplier shall maintain adequate general and product-liability insurance with a reputable insurer, with cover of at least €2,500,000 per event, and shall provide proof of cover on request.

ARTICLE 14

Article 14 – Product safety and recalls

- 14.1** The Supplier shall inform Capax immediately in writing if it becomes aware of any safety issue, recall, withdrawal, regulatory action or Brand Owner claim relating to the Goods or to goods of the same batch.
- 14.2** Capax may itself decide to recall or withdraw Goods if it reasonably considers this necessary. The Supplier shall cooperate fully and provide all information Capax requests.
- 14.3** All costs of a recall or withdrawal caused by the Goods are for the Supplier's account.

ARTICLE 15

Article 15 – Sanctions, anti-bribery and anti-money-laundering

- 15.1** Each party shall comply with all applicable Sanctions, export-control, customs, anti-bribery and anti-money-laundering laws.
- 15.2** The Supplier warrants that neither it nor its directors, ultimate beneficial owners or suppliers of the Goods is a sanctioned person, or owned or controlled by one, and that the Goods do not originate from, and have not been transported through, a country or region in breach of Sanctions, including the Russian Federation and Belarus.
- 15.3** On request, the Supplier shall provide information on its identity, ownership, ultimate beneficial owners and the origin of the Goods, as Capax requires for its customer due diligence.
- 15.4** The Supplier shall not offer, promise or give, directly or indirectly, any payment, commission, gift, kickback or other advantage to any employee or representative of Capax in connection with an Agreement, other than customary hospitality of modest value.
- 15.5** Capax pays only to a bank account in the Supplier's own name in its country of establishment. Capax does not make payments in cash or to third parties.
- 15.6** A breach of this article is a material breach. Capax may then suspend or terminate any Agreement with immediate effect, without liability, and may notify the competent authorities, notwithstanding any confidentiality obligation. The Supplier indemnifies Capax against all resulting losses.

ARTICLE 16

Article 16 – Confidentiality and protection of Capax's customers

- 16.1** The Supplier shall keep confidential all information it receives from Capax or learns in connection with an Agreement, including prices, volumes, Capax's customers and destinations, and the terms of these dealings, and shall use it only to perform the Agreement.
- 16.2** Capax's customers belong to Capax. A Capax Customer is any customer or prospective customer of Capax whose identity the Supplier has learned, directly or indirectly, in connection with its dealings with Capax, including through shipping addresses, delivery instructions, documents, labels, inspections or contacts with logistics providers.
- 16.3** The Supplier shall never, directly or indirectly, through group companies, agents, intermediaries or any other third party:
- a. contact, quote prices to, make offers to, sell to or deliver to a Capax Customer, for any goods;
 - b. induce a Capax Customer to buy elsewhere than from Capax, or to reduce its purchases from Capax; or
 - c. assist any third party in doing any of the above.
- 16.4** Paragraph 3 does not apply to a customer with whom the Supplier can prove, by documents dated before its first dealings with Capax, that it already had an existing business relationship. The burden of proof rests on

the Supplier.

- 16.5** If the Supplier breaches this article, it shall compensate Capax in full for all damage Capax suffers, including all lost revenue and lost margin on every sale that the Supplier or any third party involved makes to the Capax Customer, as well as all lost future business with that customer. Unless Capax proves greater damage, Capax's lost margin is calculated on all such sales at the gross margin percentage Capax achieved on its own sales to that customer over the twelve months before the breach. Capax may instead claim the full profit the Supplier made from the breach (article 6:104 DCC).
- 16.6** Within five Working Days of Capax's request, the Supplier shall provide a complete overview of all its dealings with the Capax Customer concerned, with the underlying offers, orders and invoices, and on Capax's request have this overview verified by an independent accountant at the Supplier's cost.
- 16.7** Capax may also require the Supplier to stop any breach immediately, terminate any Agreement under article 17, and set off its damages against any amount it owes the Supplier. All costs Capax incurs in connection with a breach, including the full costs of legal assistance, are for the Supplier's account.
- 16.8** This article applies without limitation in time and remains in force after the end of all Agreements. If a court holds the duration of paragraph 3 unreasonable, it shall apply for the longest period the court considers permissible.

ARTICLE 17

Article 17 – Termination

- 17.1** Capax may terminate any Agreement in whole or in part with immediate effect by written notice, without notice of default or court intervention and without liability, if:
- the Supplier fails to perform any obligation correctly or on time;
 - Capax has good grounds to fear that the Supplier will not perform;
 - the Supplier applies for or is granted a suspension of payments, is declared bankrupt, offers a composition outside bankruptcy (including under the Dutch WHOA), or a comparable procedure is started abroad;
 - the Supplier's business is wound up, discontinued or sold, or control over the Supplier changes;
 - assets of the Supplier are attached; or
 - the Supplier breaches article 8 or article 15.
- 17.2** Where Goods have already been delivered, Capax may either keep them against payment of the corresponding part of the price, or return them at the Supplier's cost and risk and reclaim all amounts paid for them.
- 17.3** All claims of Capax arising from the termination, including damages, become immediately due.

ARTICLE 18

Article 18 – Subcontracting, assignment and personal data

- 18.1** The Supplier may not subcontract or transfer the Agreement or any part of it to a third party without Capax's prior written consent. Consent does not release the Supplier from any obligation.
- 18.2** Each party shall comply with the General Data Protection Regulation (EU) 2016/679 in respect of personal data it processes in connection with an Agreement, as an independent controller. Capax processes personal data as described in its privacy statement on capaxgroup.com.

ARTICLE 19

Article 19 – General provisions

- 19.1** If any provision of these Terms is void or annulled, the remaining provisions remain in force. The parties shall replace the invalid provision by a valid one that comes as close as possible to its purpose.

- 19.2** Provisions that by their nature are intended to survive the end of an Agreement, including articles 7, 8, 11, 13, 14, 15, 16 and 20, remain in force after it ends.
- 19.3** Failure by Capax to enforce a right does not mean that it waives that right.
- 19.4** Capax's administration and electronic records are conclusive evidence of orders, deliveries and communications, subject to proof to the contrary.

ARTICLE 20**Article 20 – Governing law and disputes**

- 20.1** All Agreements, these Terms and any non-contractual obligations arising from them are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 20.2** If the Supplier is established in the European Union, Switzerland, Norway or Iceland, all disputes are submitted exclusively to the District Court of Amsterdam, the Netherlands. Capax may instead bring proceedings before the competent court of the Supplier's seat.
- 20.3** If the Supplier is established elsewhere, all disputes shall be finally settled by arbitration under the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The seat of arbitration is Amsterdam, the tribunal consists of one arbitrator (three if the amount in dispute exceeds €1,000,000), and the proceedings are conducted in English.
- 20.4** Nothing in this article prevents Capax from seeking summary relief or conservatory attachment before any competent court, including an attachment of Goods or of amounts owed to the Supplier.