

*GENERAL TERMS AND CONDITIONS of MENNENS (Leveringsvoorwaarden)
filed with the Chamber of Commerce Amsterdam
29 March 2010 under number 34309525*

1. DEFINITIONS

- 1.1 The Purchaser: natural or legal persons and persons in the course of their business or profession, who are the party that has received offers, tenders and communications and concluded agreements.
- 1.2 Consumer sale: a sale concerning movable property, effected between the Supplier and a Purchaser, who is a natural person not acting in the course of his business or profession.
- 1.3 The Supplier: a user of these General Terms and Conditions, who delivers goods and performs services, i.e. Mennens Holding B.V. or any of its affiliated companies or businesses.
- 1.4 Agreement(s): contractual relationship(s), based on which the Supplier supplies goods, performs services, carries out assignments or executes work.

2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions apply, to the exclusion of all other general terms and conditions, to all Agreements, offers and their acceptance, tenders, communications, contractual relationships and acceptance of orders by the Supplier, irrespective of any (previous) reference by the Purchaser to its own or other general terms and conditions. The Supplier explicitly rejects the general terms and conditions declared applicable by the Purchaser and has therefore never accepted these. Stipulations varying from these general terms and conditions must explicitly have been agreed with the Supplier in writing.
- 2.2 These general terms and conditions also apply to any agreements or subsequent agreements to be entered into between the parties.

3. OFFER AND ACCEPTANCE

- 3.1 All offers/tenders submitted by the Supplier are subject to contract and are valid for a period specified by the Supplier. Even after the offer has been completely accepted within the specified time, the acceptance may still be withdrawn by the Supplier within a period of twelve (12) full working days of receipt of the acceptance.
- 3.2 Taking into account the provisions of paragraph 1, the Agreement will be concluded as soon as the Supplier has received the acceptance of the offer or the Supplier has commenced the performance of the Agreement without any prior written acceptance.
- 3.3 Contrary to the provisions of the above paragraphs, if the acceptance contains any reservations or changes compared to the offer, the Agreement will not be concluded until the Supplier has informed the Purchaser in writing that it agrees to these reservations or changes.
- 3.4 If the Purchaser's acceptance differs from the Supplier's offer, this will be regarded as a new offer of the Purchaser and a rejection of the Supplier's entire offer, even if the Purchaser's offer differs on minor points.
- 3.5 If the Purchaser makes the Supplier an offer, this will only be deemed accepted by the Supplier if it has been accepted in writing or if the Supplier has commenced the performance of the Agreement.
- 3.6 All price lists, brochures and other information provided with an offer will be as accurate as possible and can therefore not be regarded as any form of guarantee whatsoever. These will only be binding on the Supplier if the Supplier has explicitly confirmed this in writing.
- 3.7 Every agreement will be entered into by the Supplier on the suspensive condition that the Purchaser – at the Supplier's sole discretion – proves sufficiently creditworthy for the specific performance of the agreement.
- 3.8 With regard to work for which, given its nature and scope, no offers or order confirmations are sent, the invoice will also be regarded as the order confirmation, which will also be deemed to represent the agreement correctly and in full. The Supplier's records will be decisive in this respect.

4. CHANGES

- 4.1 Any additional agreements or changes made at a later date to the Agreement or to these general terms and conditions, as well as any (oral) agreements and/or commitments made or entered into by the Supplier's employees or on behalf of the Supplier by sellers, agents, representatives or other intermediaries of the Supplier will only be binding on the supplier if these have been confirmed by the Supplier in writing.

5. DELIVERY AND DELIVERY DATE

- 5.1 Unless otherwise agreed, delivery will take place ex works/warehouse of the Supplier. The delivery date will be the date on which the goods leave the Supplier's works/warehouse, at which point the risk of the goods will transfer

to the Purchaser. Delivery will only be effected carriage paid if and insofar as this has explicitly been stated by the Supplier, in writing, either on the invoice or in some other manner.

- 5.2 The Purchaser will be obliged to check the delivered goods or the packaging on delivery for any shortages or damage, or to carry out this inspection after it has been informed by the Supplier that the goods are at the disposal of the Purchaser.
- 5.3 Any shortages or damage with regard to the delivered goods and/or the packaging discovered at the time of delivery must be specified by the Purchaser immediately on delivery, on the delivery note, invoice and/or transport documents, failing which the Purchaser will be deemed to have approved that which has been delivered. In that case, any complaints in this respect will no longer be handled and the Purchaser will have waived its right to complain about this delivery.
- 5.4 The Supplier will have the right to deliver in consignments (partial deliveries), which may be invoiced separately; the Purchaser will in that case be obliged to pay as provided for in Article 9 of these conditions.
- 5.5 Unless explicitly agreed otherwise, specified delivery dates are approximate only and may never be regarded as final deadlines. In the event that the delivery date is exceeded, for whatever reason, the Purchaser will not be entitled to compensation or have the right to terminate the agreement.
- 5.6 In the event that a delivery date has not been agreed on or specified, a period of 6 weeks after the order confirmation will apply. If the delivery date is exceeded, the Purchaser will solely have the right to draw the Supplier's attention to this failure, by registered letter, and must grant the Supplier a final delivery period of at least 10 working days, commencing on the date of receipt of the relevant notice of default.
- 5.7 If delivery of the goods has not been taken by the Purchaser after the delivery date has expired, they will be at the Purchaser's disposal and stored at the Purchaser's risk and expense. After a period of 4 weeks, the Supplier will have the right to sell these goods (by private sale). Any loss and the costs will be borne by the Purchaser, without prejudice to any of the Supplier's other rights.
- 5.8 The Purchaser will be obliged to compensate the Supplier for the storage costs according to the Supplier's customary rates and, in the absence thereof, according to the rates customary in the industry, from the time that the goods are ready for shipment, or if this is later, from the delivery date stated in the Agreement.

6. PACKAGING AND SHIPMENT

- 6.1 The manner of transport, shipment, packaging etc. will, if the Purchaser has not instructed the Supplier otherwise, be at the Purchaser's risk and expense, without the Supplier bearing any liability whatsoever in this respect.
- 6.2 The Supplier will choose the manner of transport, shipment, packaging, etc., if not stipulated otherwise in the Agreement. Any specific wishes of the Purchaser relating to the transport/shipment will only be carried out if the Purchaser has stated in writing that it will bear the additional costs involved. In the event that the carrier demands that a clause be included in all consignment notes, road waybills, etc. to the effect that any transport damage will be at the sender's risk and expense, the Supplier will sign the documents in the Purchaser's name.
- 6.3 The Purchaser is responsible for obtaining the permits, licences, permission and/or exemptions required for the transport. The costs involved will be payable by the Purchaser.
- 6.4 The goods will be delivered by the Supplier ex works of the Supplier or sent for delivery to the agreed location or locations in the manner stipulated in the order or agreed on at a later date.
- 6.5 If the Supplier has made reels, pallets, packages, crates, containers, etc. available for the packaging and transport or has had these made available by a third party – on payment of a deposit or otherwise – the Purchaser will be obliged (unless packaging that can only be used once is concerned) to return these reels, etc. within at the most 3 months to the address specified by the Supplier. If the Purchaser fails to do so, the Purchaser will be obliged to pay compensation to the Supplier without any further notice of default being required.

7. TRANSMISSION OF OWNERSHIP AND RISK

- 7.1 Subject to the provisions of paragraph 2 of this article, the ownership and risk of the goods will transfer to the Purchaser on delivery ex works of the Supplier.
- 7.2 As long as the Purchaser has not paid the full purchase price with any additional costs or provided security in this respect, the Supplier will retain title to the goods. In that case, ownership will not transfer to the Purchaser until the Purchaser has complied with all of its obligations under or in connection with the Agreements to perform services or deliver goods to



the Supplier. The retention of title will also apply to any claims which the Supplier has or may have against the Purchaser on account of a failure on the part of the Purchaser to perform one or more of its obligations towards the Supplier in accordance with the Agreement or otherwise. In the event that the Purchaser fails to pay any debt or provide proper security for the payment of a debt arising from or in connection with an Agreement or otherwise, within the specified time, the Supplier will have the right to take back any goods it still owns on its own authority and will not be obliged to pay any compensation whatsoever.

- 7.3 The Purchaser will be obliged to keep the goods delivered subject to retention of title with due care and as the recognisable property of the Supplier. The Purchaser will be obliged to insure the goods, for the duration of the period of retention of title, against fire damage, explosion damage, water damage and theft, and on demand to submit the insurance policies to the Supplier for inspection. Any claims by the Purchaser submitted to the insurers of the goods based on the aforementioned insurance policies must be pledged by the Purchaser to the Supplier, as soon as the Supplier has made it known that it desires this to be done, in the manner provided for by Section 237 or 239 of Book 3 of the Dutch Civil Code (Burgerlijk Wetboek, BW) (at the Supplier's discretion) as additional security for the Supplier's claims against the Purchaser.

8. PRICES

- 8.1 Unless explicitly agreed otherwise, the prices will be: - based on the level of purchase prices, wages, wage costs, national insurance costs, government charges, freights, insurance premiums and other costs applicable at the time of the offer or on the order date; - based on delivery ex works, warehouse or other storage place of the Supplier, exclusive of Dutch VAT, other taxes, levies and duties, the costs of transport and insurance; - stated in euros.
- 8.2 Unless stated otherwise, all quotations will be subject to price changes. In the event of an increase in one or more of the cost factors, which was not foreseen when the Agreement was entered into, the Supplier will have the right to pass on these higher costs to the Purchaser. In the event that the price increase is more than 10%, the Purchaser will have the right to terminate the Agreement, by registered letter, within five working days of the price increase having been made known.
- 8.3 Unless explicitly agreed otherwise, the prices for performing services or executing work are based on the performance of the Agreement during and on the Supplier's normal working hours and days. In the event that the Supplier must carry out work during hours or on days other than the Supplier's normal working hours or days, the Supplier will have the right to pass on the additional costs incurred by the Supplier to the Purchaser.

9. PAYMENT

- 9.1 Insofar as a separate agreement has not been made in this respect, payment will be in euros in the manner specified by the Supplier.
- 9.2 Payment must be made within at most fourteen (14) calendar days of the date of the invoice, which will be sent after performance of the Agreement – or, in the event that performance is delivered in parts, after performance of part of the Agreement – unless stated otherwise on the invoice.
- 9.3 The Supplier may require reimbursement from the Purchaser of the costs charged to the Supplier in connection with a payment to the Supplier by the Purchaser.
- 9.4 Contrary to the agreed payment arrangement, if the Supplier considers this desirable, the Supplier will have the right, on or after conclusion of the Agreement, to demand payment in advance or payment in cash on delivery. Should the Supplier so demand, the Purchaser must, within a period specified at that time, provide proper security, to the Supplier's satisfaction, for the fulfilment of the payment and all other obligations.
- 9.5 In the event of a refusal to pay or provide security, the Supplier will have the right – at its option – either to suspend or to terminate the performance of the Agreement, without prejudice to its other rights and without the Purchaser having any right to any compensation whatsoever.
- 9.6 If there is more than one Purchaser, all of the Purchasers will be jointly and severally liable towards the Supplier. In the event that two or more (legal) persons are successors in title to the Purchasers' debts/obligations, these (legal) persons will also be jointly and severally liable towards the Supplier.
- 9.7 In the event that the Agreement cannot be performed within the agreed period or periods due to circumstances attributable to the Purchaser, this will not result in a suspension of the Purchaser's payment obligation. The Purchaser will remain obliged to pay on the agreed date.
- 9.8 In the event that payment is not made within the specified time, interest equivalent to the statutory interest plus 2% will be payable by the Purchaser

on the amount due, by the mere fact that the term specified for the payment has been exceeded, from the date on which the term was exceeded until the date on which payment is made in full. In calculating the interest payable, part of a month is counted as a full month.

- 9.9 The Purchaser explicitly waives its right to setoff or suspension of payments.
- 9.10 In the event that an attachment is made against the Purchaser, a petition for the compulsory winding up of the Purchaser is submitted by or against the Purchaser (or the Purchaser is declared insolvent) or if the Purchaser applies to the courts for a (provisional) moratorium or applicability of the Debt Management (Natural Persons) Act (Wet schuldsanering natuurlijke personen), all of the Purchaser's debts in respect of the Supplier will become immediately due and payable in full.
- 9.11 The costs of measures taken by the Supplier in or out of court in connection with a failure on the part of the Purchaser to perform its obligations towards the Supplier will be payable by the Purchaser in full. This means, inter alia, that the Purchaser must pay all of the judicial and extrajudicial costs in full. The extrajudicial costs are 15% of the amount to be collected, with a minimum of EUR 500.
- 9.12 Any payments made by the Purchaser will at all times serve to settle any interest and costs payable and subsequently those debts under the Agreement that have been due and payable for the longest period of time.
- 9.13 Any goods in the Supplier's possession for processing or repairing need not be returned by the Supplier to the Purchaser until the Purchaser has paid the Supplier all that which it owes the Supplier for whatever reason.
- 9.14 In the event that the goods are stored as referred to in Article 5.7, the Purchaser will remain obliged to pay the purchase price on the date referred to in paragraph 2.

10. COMPLAINTS

- 10.1 Any complaints about the performance of the Agreement, not relating to the shortages and damage referred to in Article 5.3, must be described in writing, completely and clearly and submitted to the Supplier within fourteen (14) calendar days of the date on which the Purchaser discovered or could have discovered the defects, in which respect it applies that complaints may in any case not be submitted any later than within two (2) months of the date on which the Agreement is performed. If a complaint is not submitted within the specified time, the Purchaser will lose its rights in this respect.
- 10.2 In the event that complaints about the performance of the Agreement are caused by normal wear and tear, incorrect operation or improper treatment, misuse, use contrary to the instructions given, negligence, an accident, a failure to comply with the maintenance instructions and/or to provide normal maintenance or if a product is modified or repaired without the Supplier's written permission, no guarantee or other obligation on the part of the Supplier will apply.
- 10.3 Complaints will not discharge the Purchaser from its payment obligations towards the Supplier.
- 10.4 No complaint will be accepted about delivered goods which do comply with the quality requirements but which prove unsuitable for the purpose for which the Purchaser wishes to use them.
- 10.5 Complaints about invoices must also be submitted in writing, within 8 (eight) days of the date on which such invoices were sent.
- 10.6 If a complaint is considered well-founded by the Supplier, the Supplier will solely be obliged to repair, replace or credit the faulty goods, at the option of the Supplier, without the Purchaser being entitled to any compensation whatsoever.
- 10.7 Delivered goods may only be returned subject to the Supplier's prior written permission and always carriage paid. Return consignments will be at the Purchaser's risk.
- 10.8 The periods referred to in this article will apply in full. The periods specified in the 'European Directive on certain aspects of the sale of consumer goods and associated guarantees' and the legislation based on this Directive do not apply to our agreements with the Purchaser when a consumer sale is not involved.

11. FORCE MAJEURE

- 11.1 The Supplier will not be obliged to perform any obligation whatsoever if the Supplier is unable or no longer able to perform the Agreement due to circumstances – either foreseeable or otherwise – beyond the Supplier's control. Circumstances beyond the Supplier's control in any case include: war or a similar situation, mobilisation, riots, strikes, excessive sickness absence of the Supplier's employees, factory sit-ins, blockades, boycotts, illness, a fire or power failure or if the gas or water supply has been cut off, for which the Supplier is not to blame, late performance on the part of subcontractors or auxiliary persons, government measures, etc.

11.2 If a situation as referred to in the preceding paragraph arises, the Supplier will report this to the Purchaser. The parties will consult about a possible modification of the Agreement. If the parties fail to reach agreement and performance of the Agreement continues to be impossible, either party may terminate the Agreement, to the extent that it has not been performed. A situation of continued impossibility to perform is when the performance of the Agreement has not been possible, either factually or legally, for a period of more than sixty (60) consecutive days or when it is clearly foreseeable that the performance of the Agreement will not be possible, either factually or legally, during the aforementioned period.

11.3 If the situation of force majeure occurs while part of the Agreement has already been performed and the remaining delivery will be delayed by more than two months, the Purchaser will be authorised either to keep the part of the goods already delivered and to pay the purchase price due for them or to consider the Agreement terminated, including the part of the Agreement already performed, subject to the obligation that the Purchaser return to the Supplier, at the Purchaser's risk and expense, that which has already been delivered. The latter only applies if the Purchaser can prove that (i) the part of the goods already delivered can no longer be used effectively by the Purchaser as a result of the failure to deliver the remaining goods and (ii) the goods already delivered belong to the Supplier's usual trading stock.

12. TERMINATION

12.1 In the event that the Purchaser fails to fulfil one or more of its obligations arising from the Agreement or fails to do so within the specified time or in full, the Supplier will have the right, without any further notice of default or judicial intervention being required and without being obliged to pay any compensation, to suspend the delivery of the products and/or to terminate the relevant Agreement with immediate effect, without prejudice to all of the other rights to which the Supplier is entitled.

12.2 In addition to the other rights to which the Supplier is entitled, the Supplier may at any time terminate the Agreement with the Purchaser with immediate effect, without any further notice of default or judicial intervention being required and without being liable to pay the Purchaser any compensation, if the Purchaser is unable to pay any of its debts that are immediately due and payable or leaves any of its debts that are immediately due and payable unpaid, becomes insolvent, a petition for the winding up of the Purchaser is filed (or the Purchaser is declared insolvent) or if a (provisional) moratorium is applied for, if applicability of the Debt Management (Natural Persons) Act is applied for with regard to the Purchaser, in the event of the Purchaser's death or if the Purchaser ceases its business operations and/or an attachment is made against the Purchaser which will not be lifted within 30 days of the date of the attachment or in the event of force majeure or similar circumstances.

13. INTELLECTUAL PROPERTY

13.1 The rights to all of the (intellectual) products used by the Supplier in connection with the Agreement – including without limitation analyses, models, lists, software, technology, etc. – or which are the result of the work performed by the Supplier in accordance with the order – which includes advice, reports, accounts, plans, etc., are solely vested in the Supplier, insofar as third parties, not including the Purchaser, are not (also) entitled to these rights.

13.2 All of the intellectual property rights, including in particular but explicitly not limited to copyrights to advice and reports provided, etc., relating to all that which has been created (partly) due to the Agreement, are vested in the Supplier.

13.3 The Purchaser will not be authorised, without the Supplier's prior written permission, to disclose or multiply any of the products referred to in paragraphs 1 and 2, or to use these products for any purpose or make them available to any persons other than that or those for which the relevant products are intended. This prohibition also includes either explicitly or tacitly permitting the aforementioned acts.

13.4 The Supplier will not be liable for any entitlements and/or claims of third parties on account of an infringement or violation of their copyrights, patent rights, licensing rights, trademark rights, design rights and any other rights, by whatever name, in connection with any services performed by the Supplier, should the Supplier have infringed or violated any such rights by using information or data carriers, documents or objects which have been provided to the Supplier by or on behalf of the Purchaser for the performance of the Agreement. The Purchaser indemnifies the Supplier in full against any such entitlements and/or claims.

14. LIABILITY/GUARANTEE

14.1 The Supplier will not be liable for any damage or loss sustained by the Purchaser for whatever reason, including any direct and consequential damage or loss, such as resulting damage or loss or trading loss, unless such damage or loss is the result of intent or wilful recklessness on the part of the Supplier. In the event that the Supplier could in any way whatsoever be held liable, the Supplier will only pay for any damage or loss which the Purchaser proves to be caused directly by the event which the Supplier can be held liable for at law, if and insofar as this damage or loss is covered by the insurance policy taken out by the Supplier.

14.2 The compensation to be paid to the Purchaser by the Supplier will in any case be limited to the amount paid out in the case in question under the insurance referred to in paragraph 1.

14.3 The Supplier will never be liable for any damage or loss caused by intent or wilful recklessness if the Supplier has sold and delivered goods or performed services which, according to the latest scientific knowledge at the time the goods were sold and delivered or the services were performed, would not have resulted in liability within the meaning of paragraph 1 of this article.

14.4 The Supplier will not be liable for any damage or loss as a result of errors or omissions by third parties who have been charged by the Supplier, with the Purchaser's consent, with the delivery of materials or the performance of services and/or work. Nor will the Supplier be liable for any damage or loss occurring as a result of goods delivered by third parties, unless the Supplier is able to recover the costs of the damage or the loss from the third party in question.

14.5 The Supplier will never be liable if the Purchaser has and/or any third parties have made any changes to the goods delivered by the Supplier, including any repairs by the Purchaser and/or third parties or if the Purchaser does not or has not followed the Supplier's advice.

14.6 The Purchaser is obliged to indemnify the Supplier against any claims for compensation made against the Supplier by third parties in connection with the performance of any Agreement entered into between the Supplier and the Purchaser and the following of any recommendations made and/or advice given by the Supplier in its investigations, advice and/or reports.

14.7 The Purchaser will be liable for any costs ensuing from the indemnification referred to in paragraph 6.

14.8 A contractual guarantee will only be provided if and insofar as specified in writing by the Supplier and in accordance with the guarantee provided by the manufacturer. The only and total compensation will be compliance with our contractual guarantee obligations/complaints.

14.9 The Supplier explicitly excludes the applicability of the 'European Directive on certain aspects of the sale of consumer goods and associated guarantees' and the legislation based on this Directive from its agreements with the Purchaser. The Supplier's liability is limited to that which is provided for in this article. 1

14.10 The Supplier will not accept any liability, for whatever reason, for any advice provided by the Supplier without such advice being based on an Agreement explicitly concerning the provision of advice.

14.11 The Supplier will not accept any responsibility or liability, for whatever reason, for any drawings, designs, calculations, instructions, materials, etc. provided by the Supplier through or on behalf of the Purchaser with a view to the performance of the Agreement.

15. NO BINDING EFFECT

15.1 If one or more of the provisions of these general terms and conditions should prove to have no binding effect, the other provisions will remain in full force. In the event that a provision has no binding effect, the Purchaser and the Supplier will consult on the replacement of the provision in question by a binding provision which approaches as much as possible the legal effect of the provision which has no binding effect, were it to have remained in force.

16. APPLICABLE LAW AND COMPETENT COURT

16.1 The Agreement is governed by Dutch law.

16.2 The court within whose jurisdiction the Supplier has its principal place of business will have exclusive jurisdiction in disputes about or in connection with the Agreement, which do not come under the jurisdiction of the subdistrict court.

17. VARYING PROVISIONS SOLELY IN THE EVENT OF A CONSUMER SALE

17.1 In the event of a consumer sale, the mandatory provisions of Title 1 of Book 7 of the Dutch Civil Code will prevail over the provisions of these general terms and conditions, insofar as they differ from the mandatory provisions.