

General terms and conditions of Purchasing

CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

Applicable to agreements entered into with SlendersBeauty BV.

1. DEFINITIONS

In these Conditions:

"SlendersBeauty" means SlendersBeauty B.V. trading under multiple names, as well as any company controlled by or under common control;

"the Goods" and **"Services"** means respectively the goods and the services or any of them described in the Order;

"the Order" means the order, including any written amendment thereto, for the delivery of Goods and/or the provision of Services as set out overleaf together with these Conditions;

"the Price" means the price of the Goods and/or Services as set out in the Order; and

"the Vendor" means the person, firm or company named as such in the Order as responsible for supplying the Goods and/or Services and includes the Vendor's legal representatives, successors and permitted assigns.

2. ACCEPTANCE OF ORDER

2.1 The following constitutes acceptance of the Order by the Vendor on these Conditions: execution and return by the Vendor of the acknowledgement copy of the Order, or the Vendor's failure to react to the Order within 5 days after receipt thereof, or the execution or commencement of work or the commencement of delivery pursuant to the Order. The acceptance of the Order is limited to and conditional upon acceptance by the Vendor of these Conditions. Any general conditions the Vendor may use that could apply to transactions with SlendersBeauty are hereby expressly rejected and shall apply only if and insofar as these have been expressly accepted in writing by SlendersBeauty. These Conditions prevail over any terms or conditions contained in or referred to in the Vendor's quotation or acceptance of Order or correspondence inconsistent with these Conditions.

2.2 These Conditions shall also apply to any orders made by SlendersBeauty online, over the Internet or by any other electronic means.

3. AUTHORIZATION

SlendersBeauty is not bound by the Order unless the Order has been placed on behalf of SlendersBeauty by a duly authorised officer. No amendments to the Order are binding on SlendersBeauty unless authorised and confirmed in writing by SlendersBeauty.

4. DELIVERY OF GOODS / PROVISION OF SERVICES, RESCHEDULING, TERMINATION

4.1 The time and place of delivery of the Goods are as specified in the Order. If Goods are not delivered in accordance with the Order, SlendersBeauty is not liable for any additional expense the Vendor incurs in handling and delivering the Goods at the correct destination. Early execution of the Order or any part thereof as well as partial deliveries shall not be permitted unless approved in writing by SlendersBeauty. The terms of delivery shall be interpreted in accordance with INCOTERMS 2010. The delivery condition "DAP" (Delivery at Place) shall apply on the delivery of the Goods unless otherwise agreed in writing by SlendersBeauty. Vendor's obligation to deliver shall not have been met until the Goods and the documentation as required per the Order, including any certificates, maintenance instructions and manuals, have been delivered.

4.2 The time and place of provision of the Services are as specified in the Order. If Services are incorrectly provided, SlendersBeauty is not liable for any additional expense the Vendor incurs in handling and providing the Services in a correct manner.

4.3 Unless expressly accepted in the Order by SlendersBeauty, the delivery of Goods and/or provision of Services shall be non-recurrent. If the Goods and/or Services are agreed to be delivered/provided in instalments then the Order is deemed not to be severable.

4.4 SlendersBeauty reserves the right at any time to suspend any delivery or deliveries or any acceptance of delivery covered by these Conditions without any charge and to the extent and for such period as considered necessary by SlendersBeauty.

4.5 SlendersBeauty may, by written notice, terminate the Order, in whole or in part. If the Order is terminated, SlendersBeauty shall be liable only for payment as set forth below.

- a) After receipt of a Notice of Termination, the Vendor shall comply with the instructions by SlendersBeauty in the Notice of Termination and any subsequent written instructions.
- b) After termination, the Vendor shall submit a final termination settlement proposal within sixty days of the Notice of Termination. Such settlement proposal shall be in the form and with the certifications prescribed by SlendersBeauty.

c) The amount of any settlement may include a reasonable allowance for profit on work completed on the terminated portion but no anticipatory profit or cover of fixed costs on the work terminated shall be allowed. No settlement agreed upon may exceed the total Order price as reduced by: (1) the amount previously paid and (2) the Order price of work not terminated.

d) If the Vendor fails to submit the termination settlement proposal within the time provided in paragraph (b) above, the determination of an equitable adjustment by SlendersBeauty shall be conclusive.

4.6 The Vendor shall immediately notify SlendersBeauty of any delay in the execution of the Order, and state the events causing the delay.

4.7 Upon SlendersBeauty's request, SlendersBeauty shall be given reasonable assistance and access to all relevant administrative records of the Vendor related to the progress made or to be made in the execution of the Order.

5. QUALITY, QUANTITY AND DESCRIPTION

It is a condition of the Order that:

5.1 the Goods meet the specifications referred to in the Order as to quantity, quality and description and other information or instructions specified or made known to the Vendor and all applicable safety standards;

5.2 Where applicable, the Vendor undertakes immediately to repair or replace, free of charge to SlendersBeauty, any defective Goods notified to the Vendor within twenty four (24) months (or any shorter/longer warranty period expressly agreed) from the date of receipt of the Goods by SlendersBeauty. Aforesaid period shall be extended by the period during which the Goods could not be used because they were defective;

5.3 the Vendor shall pass to SlendersBeauty the benefit of any additional warranties secured from the Vendor's suppliers; and

5.4 the Services are provided in accordance with the terms of the Order and are executed with professional care, skill and diligence by properly qualified and experienced persons.

5.5 The Vendor shall be able to produce and to supply to SlendersBeauty the products ordered by SlendersBeauty hereunder during a period of at least 5 years after the last delivery of such product.

5.6 If the Vendor submits any documents for approval by SlendersBeauty, SlendersBeauty's approval, however, shall not release the Vendor from any of its obligations under the Order.

6. ACCEPTANCE OF GOODS AND SERVICES

6.1 The Goods are subject to inspection and testing by SlendersBeauty. In any case where the Goods (whether or not inspected or tested by SlendersBeauty) do not comply with the requirements of the Order, SlendersBeauty has the right to repair such Goods at the expense of the Vendor or to reject such Goods. When rejecting Goods, SlendersBeauty shall give notice of rejection to the Vendor specifying the reasons for the rejection and shall return the rejected Goods to the Vendor at the Vendor's risk and expense. In that case the Vendor shall, without being granted an extension of the delivery period, replace the rejected Goods with Goods which are in all respects in accordance with the Order.

6.2 The Services are subject to inspection and evaluation by SlendersBeauty. In any case where the Services (whether or not inspected or evaluated by SlendersBeauty) do not comply with the requirements of the Order, SlendersBeauty has the right to reject such Services. If SlendersBeauty rejects the provision of one or more Services, SlendersBeauty shall give notice of rejection to the Vendor specifying the reasons for the rejection. In that case the Vendor shall, within a reasonable time, provide Services which are in all respects in accordance with the Order.

6.3 If the Vendor fails to replace any rejected Goods and/or Services by Goods and/or Services which are in accordance with the Order within a reasonable time as specified by SlendersBeauty, SlendersBeauty has the right to purchase replacement goods and/or services from another source. Any money paid by SlendersBeauty to the Vendor in respect of the rejected Goods and/or Services together with any additional expenditure over and above the Price reasonably incurred by SlendersBeauty in obtaining replacement goods or services shall be paid by the Vendor to SlendersBeauty within thirty (30) days after receipt of the relevant invoice.

6.4 Goods that have an expiration date shall have an expiration date of at least 6 months starting from the date at which the Goods are delivered to SlendersBeauty, otherwise SlendersBeauty reserves the right to refuse acceptance of the aforementioned Goods. SlendersBeauty is not liable for any costs incurred for exchanging or returning these refused Goods.

7. OWNERSHIP, TITLE AND RISK

7.1 The title to and risk pertaining to the Goods passes to SlendersBeauty on acceptance of the Goods by SlendersBeauty on delivery of the Goods in accordance with the Order, without prejudice to any right of rejection which may accrue to SlendersBeauty under these Conditions or otherwise.

7.2 The Vendor shall transfer to SlendersBeauty the ownership of all items such as models, dies, molds, jigs, gauges, tools and drawings specifically acquired or manufactured by the Vendor for the execution of an Order immediately upon such items having been supplied to the Vendor or when the manufacture of such items has been completed by the Vendor.

7.3 All items including all material and components that have been transferred to the Vendor for the execution of an Order shall remain property of SlendersBeauty. The Vendor shall store such materials and components separately and shall clearly mark these items as the property of SlendersBeauty. SlendersBeauty is at all times entitled to regain possession of such items. The Vendor shall not use such items on behalf of third parties nor will the Vendor allow third parties to use such items in connection with any purpose other than the execution of an Order. Upon receipt of any of the items referred to above, the Vendor shall check those for damage, defects and fitness for the purpose for which they have been supplied and report its findings to SlendersBeauty. Any damages and defects not reported to SlendersBeauty immediately after receipt of the item shall be for the Vendor's account.

8. INTELLECTUAL PROPERTY

8.1 If the Vendor manufactures Goods and/or provides Services pursuant to specific instructions of SlendersBeauty, the Vendor shall transfer to SlendersBeauty the ownership of all intellectual property rights related to such Goods, and Services or any other item (inventions, drawings, feasibility studies etc.) originated as a result of SlendersBeauty ordering any Goods and/or Services. The Vendor shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights.

8.2 If pursuant to the Order any Goods which are protected by one or more intellectual property rights owned by SlendersBeauty are provided by SlendersBeauty to the Vendor, the Vendor shall be licensed to use these intellectual property rights for the execution of the concerned Order only and the Vendor shall not in any way by implication or otherwise claim any title to such intellectual property rights.

8.3 Unless expressly otherwise accepted in the Order by SlendersBeauty, the Goods and their packaging shall not have any trademarks or other indications applied to them except those required by law and necessary for transportation of the Goods. The Vendor shall adhere to the instructions of SlendersBeauty with respect to the dimensions, positioning and other aspects related to such trademarks.

8.4 The Vendor warrants that it has the right to assign to SlendersBeauty all rights which are to be assigned under the Order.

9. LIABILITY AND INDEMNITIES

9.1 The Vendor is liable to SlendersBeauty for any damage to or loss of SlendersBeauty's property in the Vendor's possession.

9.2 The Vendor is liable to SlendersBeauty for any damage to or loss incurred by SlendersBeauty as a result of any third party claim, including loss of business or profits directly resulting from the purchase, provision, use or resale by SlendersBeauty, its agents, employees, officers, subsidiaries, associated companies, assignees or customers of the whole or any part of the Goods.

9.3 The Vendor shall indemnify and hold harmless SlendersBeauty, its agents, employees, officers, subsidiaries, associated companies and assigns against each loss, liability and cost arising from or consequential upon:

9.3.1 an alleged or actual infringement of a patent, registered design, copyright, trade mark or other right of property vested in another person, firm or company resulting from the purchase, provision, use or resale by SlendersBeauty, its agents, employees, officers, subsidiaries, associated companies, assigns or customers of the whole or any part of the Goods or the Services;

9.3.2 any other third party claims resulting from the execution of the Order.

9.3.3 an act or omission in the performance of or in connection with the obligations undertaken by the Vendor pursuant to the Order, whether due to the negligence of the Vendor, its agents, employees or sub-contractors or their agents or employees, or otherwise, including, without limitation to the generality of the foregoing, any loss, liability or cost arising from an injury to a person or persons but excluding any loss, liability or cost arising directly from the negligence of SlendersBeauty.

9.4 The Vendor has no obligation to indemnify SlendersBeauty under Condition 9.3 if and to the extent that the relevant loss, liability or cost incurred was only incurred because the Vendor delivered the Goods or provided the Services strictly in accordance with the designs, plans or specifications supplied by SlendersBeauty.

9.5 If a third party claims that the use by SlendersBeauty of the Goods or any part thereof infringes any registered patent, design, copyright, trademark or other right of property, the Vendor shall make all reasonable efforts to ensure that SlendersBeauty is entitled to use such Goods.

10. INSURANCE

The Vendor and any subcontractor engaged by the Vendor shall at all times insure and keep himself insured with a reputable insurance company against all insurable liability under the Order and in respect of the Goods and/or the Services including, without limitation, against all the Vendor's liabilities under Condition 9 (Liability and Indemnities). In the event of SlendersBeauty sustaining damage as a result of an event insured by the Vendor, exclusively SlendersBeauty shall be entitled to receive the insurance money for the total amount of the damage suffered. SlendersBeauty is authorized to inform the insurer on Vendor's behalf that payment must be made to SlendersBeauty in order to be released from its payment obligation. If SlendersBeauty considers such to be necessary, the Vendor shall conduct any additional act necessary to assign its right to the insurance money to SlendersBeauty.

11. PACKAGING

11.1 The Vendor shall package and label the Goods in a manner suitable for transit and storage at the Vendor's expense (unless otherwise agreed) in accordance with the Order. All packaging, other than returnable packing, shall become SlendersBeauty's property. Consignments which do not meet the requirements of the Order may be refused by SlendersBeauty.

12. PRICE

12.1 The Price shall include all royalties, license fees, taxes, excise, duties and costs, both direct and indirect, of supplying the Goods and/or Services except that where the Goods and/or Services are subject to Value Added Tax the amount legally due shall be specified as a separate item of account.

12.2 If the Order is placed on a "price to be agreed" basis, the Vendor shall obtain SlendersBeauty's confirmation of the price to be paid before the Vendor invoices SlendersBeauty for the Goods and/or Services.

13. TERMINATION

13.1 SlendersBeauty may cancel the whole or part of the Order at no cost to SlendersBeauty at any time by written notice to the Vendor:

13.1.1 if the Vendor fails to comply with any of the terms and conditions of the Order; or

13.1.2 if the Vendor passes a resolution for its winding up or a court of competent jurisdiction makes an order for the Vendor's winding up or dissolution or an administration order is made in relation to the Vendor or a receiver is appointed over or an encumbrancer takes possession of or sells an asset of the Vendor or the Vendor makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; or

13.1.3 if the Vendor ceases to trade; or

13.1.4 if the Vendor is acquired by or merged with any third party.

13.2 for the purpose of sub clauses 13.1.1 up to and including 13.1.4 "the Vendor" shall include the Vendors subcontractors and suppliers.

13.3 If any of the events described in Condition 13.1-13.2 occurs or is about to occur, the Vendor shall notify SlendersBeauty immediately.

13.4 If any of the events described in Condition 13.1-13.2 occurs, SlendersBeauty may, at its discretion and in addition to any of its other rights, return at the Vendors risk and expense any Goods delivered which are no longer usable and claim a refund of the payments made for these Goods, or, after a written notification to the Vendor, complete the Order itself or engage a third party to do so.

14. WARRANTY

14.1 The Vendor warrants and it is a condition of the Order that the design, construction and quality of the Goods will comply in all respects with any statutory rule or regulation which may be in force at the time of delivery and that the Goods will be fit and suitable for the purpose intended by the Vendor, of satisfactory quality and of good material and workmanship and free from defect.

14.2 The Vendor warrants that the provision of the Services will comply with any statutory rule or regulation which may be in force at the time the Services are provided.

14.3 The warranties and remedies provided for in this Condition and Condition 5 (Quality, Quantity and Description) are in addition to those implied by or available

at law or in equity and will continue in force notwithstanding the acceptance by SlendersBeauty of all or part of the Goods and/or the Services to which those warranties and remedies apply.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1 The Vendor may not assign or transfer or purport to assign or transfer a right or obligation under the Order without the prior written consent of SlendersBeauty.

15.2 The Vendor may not subcontract the performance of the whole or any part of the Order without the prior written consent of SlendersBeauty. Such consent shall not release the Vendor from any obligation or liability arising from an Order.

15.3 The Vendor shall impose these Conditions and the relevant part of the Order upon each third party engaged in the performance of the Order.

15.4 If a contract between the Vendor and a third party is terminated on the grounds identified in Condition 13.1, Vendors rights under such contract shall pass to SlendersBeauty on SlendersBeauty's specific written demand.

16. PAYMENT

16.1 SlendersBeauty shall pay only for the Goods and/or Services specified in the Order.

16.2 SlendersBeauty may deduct from any monies due or becoming due to the Vendor any monies due from the Vendor to SlendersBeauty.

16.3 If the Goods and/or Services have been accepted by SlendersBeauty in accordance with the Order, SlendersBeauty shall, unless otherwise shown in the Order, pay the invoiced amount within 30 days from receipt by SlendersBeauty of a correct and complete invoice related to the Order. The Vendor shall ensure that the invoice relating to the Order is received by SlendersBeauty within 7 working days from the date of delivery of the Goods and/or provision of the Services and shall state the Order number, and the address to which Goods were delivered and/or Services provided. Any invoice which bears a date which precedes the delivery date or is otherwise incorrect or incomplete shall not be paid.

17. USE OF DATA AND INFORMATION - CONFIDENTIALITY AND ADVERTISEMENT

17.1 All data and information supplied by SlendersBeauty shall be treated as confidential and shall not be disclosed to third parties or used other than to satisfy the requirements of the Order unless the information is or comes into the public domain otherwise than by breach of this Condition 17.1. Similarly, any items such as written materials or drawings supplied by SlendersBeauty to the Vendor shall remain subject to SlendersBeauty's intellectual property rights and shall not be copied or used for any purpose other than satisfying the requirements of the Order. The Vendor shall promptly return, when requested by SlendersBeauty, all items supplied by SlendersBeauty.

17.2 The Vendor shall not, without the prior written consent of SlendersBeauty, advertise or publish in any way whatsoever the fact that the Vendor has contracted to supply the Goods and/or the Services to SlendersBeauty.

18. DATA PROTECTION

18.1 Unless agreed otherwise in writing, both SlendersBeauty and the Vendor may Process Personal Data received from the other party in connection with the performance of the Services provided under the Order, thereby independently determining the purposes and means of the Processing and acting as Data Controller (which means the entity which alone or jointly with others determines the purposes and means of the Processing).

18.2 Both SlendersBeauty and the Vendor shall act in compliance with applicable data protection laws when Processing Personal Data and when carrying out their obligations under the Order.

18.3 SlendersBeauty reserves the right to enter into a data processing agreement if deemed necessary for the purposes of compliance with the applicable data protection law.

18.4 In this Condition 18:

18.5 Personal Data means any information relating to an identified or identifiable individual;

18.5.1 Processing means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organisation, alteration, use, disclosure, transmission or deletion of Personal Data. Process and Processed are to be construed accordingly.

19. STATUTORY AND OTHER REGULATIONS

19.1 The UN Convention on International Sale of Goods applies to Goods and/or Services to be supplied by the Vendor to SlendersBeauty.

19.2 The Vendor shall at all times comply with all legislation, orders, standards, regulations and by-laws relevant to the Goods and/or Services to be supplied by the Vendor to SlendersBeauty. The Vendor shall indemnify SlendersBeauty against any loss, liability and cost SlendersBeauty may sustain if the Vendor fails to do so.

19.3 The Vendor shall obtain any permit or license from any government or other authority required for the performance of the Order pursuant to these Conditions.

20. GENERAL

20.1 These terms and conditions do not derogate from SlendersBeauty's statutory and common law rights and are in addition to those rights, and not in substitution for them.

20.2 A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision.

20.3 A failure by SlendersBeauty to exercise or a delay in exercising a right or remedy provided by these Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Conditions or by law by SlendersBeauty prevents further exercise of the right or remedy or the exercise of another right or remedy.

21. NOTICES

All notices shall be given by e-mail to the party due to receive such notice shown on the Order.

22. GOVERNING LAW AND JURISDICTION

22.1 This Order is governed by Dutch law.

22.2 The competent courts of East Brabant (Oost-Brabant) in The Netherlands have exclusive jurisdiction to settle any dispute arising from or connected with the Order.