

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**  
**FRENCHTOP NATURAL CARE PRODUCTS B.V.**

**Article 1      Definition**

Under these general terms and conditions of sale and delivery the 'buyer (or customer)' is the person to whom a quotation with reference to these terms and conditions as shown in the letter has been addressed and/or with whom, with reference to these terms and conditions, an agreement has been entered into; and the 'seller (or contractor)' is Frenchtop Natural Care Products B.V. in Hoogwoud.

**Article 2      Applicability**

These general terms and conditions of sale and delivery shall be part of all quotations and order confirmations of the seller and the resulting agreements. Acceptance of seller's quotation shall be subject to acceptance of these general terms and conditions of sale and delivery.

**Article 3      Quotations and order confirmations**

All quotations are without obligations unless they contain a term for acceptance. If a quotation contains an obligation-free offer and the offer is accepted, the seller shall have the right to revoke the offer within two working days after receipt of the acceptance.

**Article 4      Samples, Models and Examples**

Any models, samples or examples shown or given by the seller are considered to be indicative only. The qualities of products ordered may differ from the sample, model or example, unless it has been explicitly agreed that delivery will be in accordance with the sample, model or example provided.

**Article 5      Price**

In the event that in the period from the quotation until the sale, even though the seller has entered into a binding agreement, or in the period from the sale until the delivery, beyond the power of the seller, the price of the quoted or sold goods has risen, e.g. through increased prices of raw materials, production costs, import duties, taxes, exchange rates of foreign currencies, freight and the like, the seller shall have the right to charge such increase to the buyer, except in cases where the law prevents such action.

**Article 6      Delivery**

1.

Any delivery times shall never be considered as absolute, unless explicitly agreed otherwise in writing. Therefore, in the event of late delivery, the seller shall be given a written notice of default.

2.

Delivery shall be ex warehouse of the seller, or ex factory in case of direct deliveries. Transport is at the buyer's expense and risk, unless agreed otherwise in writing.

## **Article 7 Part-deliveries**

The seller shall have the right to make part-deliveries, except when a part-delivery has no individual value. In case the goods are delivered in more than one shipment, the seller shall have the right to invoice the shipments separately.

## **Article 8 Obligation to purchase**

The buyer shall be obliged to accept the purchased goods at the time of delivery or at the time the goods are made available to him as agreed. Should the buyer refuse to accept the goods or be negligent in providing information or instructions needed for delivery, then the goods shall be stored at the buyer's risk. The purchased goods shall also be invoiced. In this event the buyer shall also be liable for any additional costs, including – in any case – storage fees.

## **Article 9 Complaints**

1.

The buyer shall inspect (have inspected) the purchased goods on delivery, or as soon as possible thereafter. The buyer shall check that the delivered goods match the goods that were ordered, i.e.:

- that the correct goods have been delivered;
- that the delivered goods match the quantity (e.g. the numbers and the amount) of the order;
- that the delivered goods match the agreed quality requirements, or – if no quality requirements were agreed upon – the requirements that may be expected for normal use and/or commercial purposes.

2.

The buyer shall advise the seller in writing of any visible defects or shortages within three days after delivery.

3.

The buyer shall advise the seller in writing of any hidden defects within three days after discovery, but at any rate within three months after delivery.

4.

In spite of any complaint that may exist, the buyer shall be obliged to accept and pay for the ordered goods. Returned goods are not accepted unless with prior written consent from the seller.

5.

In the event of an apparent deficiency, the seller's liability toward the buyer shall be limited to accepting the returned product and to either replace the product or refund the purchase price.

## **Article 10 Payment**

1.

Payment shall be made within thirty (30) days from the invoice date, unless explicitly agreed otherwise in writing. Payment shall be made without discount or settlement, unless agreed otherwise in writing.

2.

If payment has not been made on the due date, the buyer shall be in default by operation of law and be liable for the (Dutch) statutory interest calculated on the unpaid balance as from the due date, without a warning or notice of default being required, and without prejudice to the seller's right to immediately demand payment of the unpaid balance plus interest in or out of court. The buyer shall also be liable for any extraordinary costs the seller has made as a result of the buyer being in default.

## **Article 11      Retention of title**

1.

The supplied goods shall remain the property of the seller until the buyer has met all his obligations under the purchase agreement(s) entered into, i.e.:

- the consideration(s) in terms of the goods (to be) delivered;
- the consideration(s) in terms of the services (to be) provided by the seller under the purchase agreement(s);
- any claims the seller may have as a result of the buyer's non-compliance with the terms of any purchase agreement.

2.

The buyer shall have the right to resell the delivered goods to any third party as part of his common business activities.

3.

If the buyer fails to meet his obligations or if the seller has a reasonable suspicion that the buyer will not (be able to) meet his obligations, the seller shall have the right to remove or to have removed the supplied goods that are subject to retention of title from the buyer or from anyone else who is holding the goods on behalf of the buyer. The buyer shall be obliged to give his full cooperation in such matters under penalty of a fine amounting to 10% of the amount owing to the seller per day.

4.

If a third party intends to establish or exercise any rights to the supplied goods that are subject to retention of title, the buyer shall be obliged to advise the seller of such action as soon as may reasonably be expected.

## **Article 12      Liability**

1.

The seller's liability, regardless of the legal ground on which liability is based, shall be limited to the amount paid by his liability insurer. In the event that the insurance will not pay for the damage or when the damage is not covered by insurance, the seller's liability for all agreements for which these general terms and conditions apply combined shall be limited to the lower of (i) the amount of the invoice or (ii) EUR [10,000], all with a maximum of EUR [25,000] per calendar year for such agreements combined. The limitation of liability contained in this article 12.1 shall not apply in case of the seller's or its management staff (bedrijfsleiding)'s wilful misconduct (opzet) or conscious recklessness (bewuste roekeloosheid). The seller reserves all legal and contractual defences that are directly and indirectly related to these general terms and conditions (including exclusions and limitations of liability and indemnities) for itself and its suppliers, subcontractors, resellers and agents and for any persons for which it may be vicariously liable ("kwalitatief aansprakelijk") (or would be vicariously liable if the seller had not

excluded or limited its liability for acts or omissions of such third parties) as if such third parties were a party to these general terms and conditions instead of the seller. The buyer represents and warrants that it shall include (and have its resellers and agents and their resellers and agents etc. include) a similar clause in its/their agreements with its/their customers, which clause affords no less protection to the seller than this article 12.1 and the limitations of liability applicable as a result thereof.

2.

The buyer represents and warrants that it shall act in accordance with all policies set forth by the seller and shall conduct and maintain its business and that the purchase and sale of the products is in strict compliance with all applicable laws, regulations and rules of any and all applicable government authorities. The buyer shall indemnify and hold the seller harmless from any claim, loss, liability, cost or expense, including, without limitation, legal fees, incurred by the seller as a result of, or in connection with, the activities conducted by the buyer or for its account or by its resellers or agents under, as a result of or in connection with these general terms and conditions.

### **Article 13    Returned goods**

The seller shall not accept any returned goods, for no matter what reason, unless with prior written authorisation and freight instructions from the seller. Returned goods will generally be accepted only when the goods are in immaculate condition and in the original packing. Freight and any other related costs are at the buyer's expense. The goods will always remain at the buyer's expense and risk.

### **Article 14    Force Majeure**

The seller shall not be held responsible for not meeting any term of the agreement if directly or indirectly caused in any way by, or as a result of, circumstances beyond his control. Force majeure includes, but is not limited to: decisions and measures by any authorities, labour disputes, labour shortages, shortage of raw materials or parts, deficiencies or delays in transport, non-performance, inadequate performance or late performance by suppliers and other contractors of the seller. In the event that a situation of force majeure lasts for longer than six months, the seller shall have the right to terminate the agreement in so far undelivered goods are concerned.

### **Article 15    Insolvency**

In the event that: the buyer has been declared bankrupt; or he filed for bankruptcy; or he filed for suspension of payments; or the tax authorities have seized any of the buyer's property; or the buyer has decided to dissolve, wind up or terminate his business; or the buyer has offered his creditors a settlement; or the buyer is obviously no longer able to meet his financial obligations; the seller shall have the right to terminate any existing agreement with the buyer without the intervention of the Courts.

### **Article 16    Applicable law, Disputes**

1.

Any agreements between the seller and the buyer shall be governed by Netherlands Law. These general terms and conditions are in addition and contrary to this law, but shall be of no effect to the extent in which they are in conflict with the express requirements of mandatory law. The

United Nations Convention on the International Sale of Goods (Vienna Sales Convention) shall not apply. Neither shall (in the event of agreements with Companies outside the Netherlands) international or national laws and regulations in terms of applicable law and/or competent Courts apply.

2.

Any disputes between buyer and seller shall be submitted to the competent Court in the jurisdiction of the seller, any provisions in interlocutory proceedings included, save exceptions under mandatory rules of law.

#### **Article 17    Changes in the terms and conditions**

The seller shall have the right to change these terms and conditions. Any such changes will come into effect when announced. When no effective date has been announced, the changes will come into effect for the buyer as soon as the buyer has been advised.