

# GENERAL TERMS AND CONDITIONS OF TEMMENTEC AG ("GENERAL TERMS")

## 1. Scope of Validity

Temmentec AG is a corporation established under Swiss law and specialised in developing, producing and filling cosmetic products as well as technical specialties. Exclusively the General Terms of Temmentec AG shall apply to the contractual relationship with our customers. Differing or supplementing general terms and conditions of our customers are not accepted, even if we do not explicitly object to them in individual cases.

These General Terms are supplemented by our offer and our confirmation of the order, respectively, as well as any individual written agreement with the customer. Stipulations differing from these General Terms are valid only if contained in the aforementioned documents and herewith reserved.

Temmentec AG reserves the right to change these General Terms at any time. The applicable version of the General Terms is the one that is valid at that time.

## 2. Conclusion of Contract

The offers of Temmentec AG are non-binding and thus may be revoked by us at any time. Any order of the customer is an offer to enter into an agreement, irrespective of whether the order was given in response to a prior offer on our part or as an initial inquiry by the customer.

An order may be accepted by Temmentec AG within (10) working days. A contract is concluded not until the written confirmation of the order or the unreserved delivery of the ordered products by Temmentec AG. Notifications by facsimile or e-mail comply with this requirement for written form.

## 3. Information, Documents and Data

All information, documents and data provided by Temmentec AG to the customer in the context of the contractual relationship will remain our property, including any and all intellectual property rights in respect thereof. In particular, this also applies to any written documents marked as "confidential". The customer must not disseminate any such information, documents or data to third parties without the explicit written consent of Temmentec AG.

All new intellectual property rights and know-how which arise from the collaboration between the contracting parties shall exclusively be vested in Tem-

mentec AG. Small alterations/adjustments to formulations provided by the customer are excluded and the rights regarding the marginally altered/adjusted formulations remain with the customer.

## 4. Compliance with Legal Requirements

Temmentec AG will perform its contractual obligations in accordance with the applicable Swiss and EU legislation. In case of exports, the customer bears responsibility to inform Temmentec AG about deviant regulations and to request us specifically to implement the formulation accordingly.

The customer is responsible for compliance with legal requirements concerning the formulations or the materials and/or packaging supplied to Temmentec AG by the customer. The customer is further responsible for any announcements to the consumers, even if formulations developed by Temmentec AG are concerned (product descriptions, product promotions etc.).

## 5. Withdrawal from Contract in Extraordinary Circumstances

In the event that extraordinary circumstances or events not attributable to Temmentec AG (e.g. shortage of raw materials, strikes, delays on the part of suppliers etc.) prevent or delay the delivery of the products or lead to increases in production costs, Temmentec AG reserves the right, without any obligation to compensate, to withdraw from the contract all or in part by issuing immediate written notification to the customer, unless the customer accepts the delivery delays or price increases caused by the above-mentioned conditions.

Expenses that have been incurred by advance performance and/or contracts with suppliers (such as provision of raw materials, packaging) are to be borne by the customer.

## 6. Terms of Payment

Unless otherwise agreed, Temmentec AG's prices are net, exclusive of VAT, and payments shall be made within 30 days after receipt of the respective invoice.

Not included in the prices is any preparation of a Product Information File (PIF). It is the responsibility of customer, where required, to make or commission Temmentec AG to make a PIF on customer's own account.

In case of customer's inability to pay or non-adherence to the agreed terms of payment, Temmentec AG is entitled, after first notice, to halt any pending deliveries to the customer all or in part and to withdraw from the contract without liability of compensation. Claims for damages of Temmentec AG are reserved.

#### 7. Terms of Delivery

Unless otherwise agreed, Temmentec AG delivers the products on FCA CH-3454 Sumiswald (ICC Incoterms 2020) basis. In the event of an alternative agreement in an individual case of Ex Works (EXW) Sumiswald (ICC Incoterms 2020), the customer shall pick up of the products within five (5) working days after notification of the product delivery. The customer shall bear the full risk of transport and the transport costs.

Time of delivery are to be agreed for each order separately.

#### 8. Over- or Short-Delivery

Variations of the ordered quantity of products up to 10% do not qualify as deficiency and cannot be rejected. The actually delivered quantity will be invoiced.

#### 9. Retention of Title

Until full payment for all current claims is received, the products remain the property of Temmentec AG. Temmentec AG is entitled to initiate a corresponding entry in the retention of title register.

In case, despite the agreed retention of title, the property of the products is transferred from the customer to a third party, the customer assigns by way of security to Temmentec AG all resulting claims against the third party.

#### 10. Extra Costs Caused by Delayed Delivery or Clearance of Materials

For each change of production scheduling due to delayed delivery and/or delayed clearance of materials (raw materials, components) supplied by the customer, Temmentec AG charges CHF 500.

#### 11. Loss of Material and Remainder of Stock

Inevitable loss of material (raw materials, packaging materials) in the production process are at the expense of the customer.

As raw materials are to be procured in minimum quantities and/or defined sizes of trading unit, remainder of stock may occur. Temmentec AG will charge the customer any remainder of stock, unless such materials can be used for follow-up orders within twelve (12) months after the goods receipt date.

#### 12. Storage Costs

Temmentec AG stores finished products up to five (5) working days at no charge. After this period, storage costs will be invoiced.

The costs for storage of larger quantities of raw materials and/or packaging materials between individual orders are to be borne by the customer.

#### 13. Warranty

The customer or any designated recipient of the products must check the products for correctness and condition immediately upon receipt and report in writing any defects to Temmentec AG within ten (10) working days. Otherwise, the delivered products shall be deemed accepted by the customer. Any deficiencies not reasonably detectable in time shall be notified by the customer in writing within five (5) working days as from the day of discovery thereof. In the absence of a timely written notification, the products shall be deemed accepted.

All written notifications of deficiencies need to state the reason for complaint, the order number, batch number and invoice number. Please also submit respective samples.

Temmentec AG shall not be liable for deficiencies that derive from raw materials and/or packaging materials supplied by the customer or procured by Temmentec AG from third parties according to the customer's instructions or from the customer's specifications.

#### 14. Limitation and Exclusion of Liability

Temmentec AG's liability for breach of contract, in particular for defective products or indirect or incidental damage such as operating loss etc., shall be limited to damage resulting from unlawful intent or gross negligence.

Moreover, to the extent permitted by law, Temmentec AG excludes any contractual or non-contractual liability. Liability for auxiliary persons is excluded.

#### 15. Insurance

Each contracting party shall maintain during the contractual relationship adequate liability insurance covering any loss, which may result under the contract.

#### 16. Processing of Data

The customer accepts that Temmentec AG processes data required for or resulting from the business relationship for the purpose of executing the contract, subject to the data protection legislations applicable in Switzerland.

#### 17. Different Language Versions

These General Terms may be drawn up in German and English. In case of deviations, the German version shall take precedence.

#### 18. Severability

The invalidity or unenforceability of any provision or part of a provision of these General Terms shall not affect the validity of the other provisions. Invalid or unenforceable provisions shall be substituted by valid and enforceable provisions which come as close as possible to the invalid/unenforceable provisions' economic purpose.

#### 19. Governing Law

These General Terms and the contract between the customer and Temmentec AG, respectively, shall be governed by the substantive Swiss law, without giving effect to (i) the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) and (ii) its rules on conflict of laws.

#### 20. Place of Performance and Jurisdiction

The place of payment and performance (the latter only for customers with registered seat or residence abroad) as well as exclusive jurisdiction is at the registered domicile of Temmentec AG. Alternatively, Temmentec AG has the right to request the customer to appear before any other court having legal jurisdiction.

Version: 01.04.2020