

## 1. General

- 1.1. These General Terms and Conditions apply to all the offers of Soap World B.V., having its registered office in Ochten, the Netherlands, Chamber of Commerce number 11019871 (hereinafter: "Soap World"), and form part of every legal relationship between Soap World as seller on the one part and its contracting party (hereinafter: the "buyer") on the other.
- 1.2. The applicability of terms and conditions applied by the buyer is hereby explicitly excluded, unless otherwise agreed in writing. If in the latter case there is a conflict between these Terms and Conditions and the terms and conditions of the buyer, these Terms and Conditions shall prevail.
- 1.3. Deviation from these General Terms and Conditions is only possible when the changes have been explicitly agreed in writing.
- 1.4. Soap World reserves the right to change these General Terms and Conditions at any time. The new General Terms and Conditions shall immediately become effective as of the time the buyer has been notified thereof. They shall be published on the website [www.soapworld.eu](http://www.soapworld.eu).
- 1.5. The buyer shall not, in the course of trade, make any (in)direct references about Soap World as seller in market transactions, unless the parties agree otherwise in writing.

## 2. Offers / Orders

- 2.1. All offers, in whatever form, are without commitment, unless otherwise agreed in writing.
- 2.2. Orders are not binding on Soap World unless Soap World has confirmed them in writing, or in case of actual performance.

## 3. Prices

- 3.1. All prices are exclusive of VAT, packaging and costs of transport.
- 3.2. The price is in part based on the cost factors known at the time of the offer or the making of the contract, such as exchange rates, costs of raw materials and wage and transport costs. Soap World reserves the right to increase the price after the concluding of the contract, but before the day of delivery, if the costs have increased, or to terminate the contract. The buyer too has the right to terminate the contract if there is an increase in the price within 3 months after the concluding of the contract by more than 5%, provided the right to terminate is invoked within 5 days after receipt of the notice from Soap World that the price has been increased.
- 3.3. The taxes, charges and import and export duties are at the buyer's expense. All increases of duties, taxes and/or charges which might be levied on the raw materials for the goods or the goods themselves, are at the buyer's expense as of the date they become effective.

## 4. Delivery / Delivery dates

- 4.1. The delivery of the goods shall be effected ex works (EXW, Incoterms 2020), unless otherwise agreed in writing.
- 4.2. The buyer is bound to take receipt of the goods at the agreed place, date and time.
- 4.3. If it has been agreed that Soap World shall bear the costs of part of the transport, the buyer must provide

sufficient loading and unloading facilities at the delivery address. The buyer shall make sufficient personnel and (mechanical) equipment available for the unloading of the goods and the loading of any return freight, free of charge.

- 4.4. The buyer shall do everything possible to ensure that the waiting time between the time of notification of arrival at the delivery address and the time when the unloading of the goods to be delivered can be started is limited to a minimum. Soap World is entitled to set additional specific logistics conditions.
- 4.5. Soap World is entitled to deliver a maximum of 15% more or less than has been agreed, in which case the price shall be modified by Soap World accordingly and shall be paid by the buyer.
- 4.6. Soap World shall do everything possible to respect the agreed delivery date. Mere failure to meet the agreed delivery date shall not constitute default on the part of Soap World and shall not give rise to any compensation or penalties. The buyer shall in such case, however, be entitled to demand that delivery take place within a reasonable time period, whereby in case of failure to effect delivery within a reasonable time period, the buyer shall be entitled, subject to the provisions of Article 13 (*Force majeure*), to unilaterally terminate the contract by registered mail for the part of the contract that has not yet been performed. The buyer does not have this right if the buyer is the party in default.
- 4.7. Soap World at all times has the right to deliver goods COD or to demand advance payment or the giving of security in the form desired by Soap World.
- 4.8. Return shipments are only permitted if Soap World has given explicit written consent therefore.
- 4.9. Soap World is entitled to deliver and invoice orders in part shipments, unless otherwise agreed in writing.

## 5. Complaints

- 5.1. In view of the nature of these goods, the goods delivered by Soap World can deviate to a slight degree with regard to weight, size and colour from the information provided by Soap World or the agreed specification. If there is such deviation, there shall not be non-conformity.
- 5.2. If the goods delivered by Soap World demonstrably do not correspond with the contract, the buyer is bound to state this upon delivery and to note the defects on the transport document to be signed upon receipt.
- 5.3. Complaints relating to defects which could not be determined upon delivery, must be lodged in writing and immediately after the buyer has noted these defects or could reasonably have noted these defects, but at latest within 24 hours after delivery.
- 5.4. In case of complaints, evidence (such as photos), samples, specification of production numbers, etc. must be submitted with the complaint.
- 5.5. In case of failure to present complaints in time, the buyer shall lose his claims on Soap World and the delivery shall be deemed unconditionally accepted.
- 5.6. If the buyer lodges a complaint in time and demonstrates that the defects already existed at the time of delivery, Soap World shall only be obliged

to repay to the buyer the sum already paid for the goods in question or to credit the buyer for the sum charged for these goods.

- 5.7. Telephone complaints must be confirmed in writing within the time period and in the manner stated in Article 5.3.
- 5.8. Any right of complaint shall lapse upon a change in the nature, composition or packaging of the goods made by buyers or third parties as well as when:
- the buyer has not stored or handled the goods properly, or has stored or handled them contrary to Soap World's instructions;
  - the buyer has packaged the goods in such way that mould formation or discolouration occurs; and/or
  - the agreed guarantee period has passed or, if no guarantee period is agreed, a period of 6 months has passed since the delivery.

## 6. Payment

- 6.1. The buyer must pay the sums which Soap World has invoiced to the buyer within a period of 14 calendar days after the invoice date, unless another due date is explicitly agreed with the buyer and/or is stated on the invoice.
- 6.2. If the buyer does not pay an invoice on the due date, Soap World, automatically and without prior notice of default, is entitled to the payment of the statutory commercial interest as of the due date until the day of full payment.
- 6.3. Subject to an agreement to the contrary, the buyer cannot enforce any claim for compensation or right of retention with regard to Soap World.
- 6.4. No dispute between Soap World and the buyer regarding the quality or any other complaint lodged by the buyer gives the buyer the right to suspend payment of an invoice.
- 6.5. Subject to an agreement to the contrary between the parties, any disputing of an invoice must be effected in writing, within a time period of 5 working days as of the invoice date. The dispute notice must state the invoice date and invoice reference. If no dispute notice is presented within the time period referred to above, the invoice shall be deemed to have been accepted by the buyer.

## 7. Intellectual property rights

The (intellectual) property relating to designs, drawings, models, samples, descriptions, recipes and illustrations and the like which have been provided to the buyer or have been made by or on instruction of Soap World in the framework of a contract with the buyer belong to Soap World.

## 8. Risk / Retention of title

- 8.1. The risk relating to damage to and loss of the delivered goods and any loss ensuing therefrom passes to the buyer immediately after delivery.
- 8.2. All goods delivered by Soap World shall remain Soap World's property until the buyer has paid the full purchase price.
- The buyer does have the right to resell or process the goods in the framework of the buyer's normal course of business, unless Soap World indicates in writing at any time that the buyer must immediately place these goods at the disposition of Soap World.

## 9. Duty of care

- 9.1. The buyer shall always treat the delivered goods with the requisite care and not carry out any actions that could affect the quality or the safety of the goods, or the reputation (of the brands) of Soap World.
- 9.2. All publicity material of whatever nature, designs, drawings, models, samples, descriptions, recipes and illustrations and the like which have been provided to the buyer or have been made available on the basis of loan for use in the framework of a contract with the buyer, must be returned in good condition upon Soap World's first request and may not be copied and/or handed over to third parties without Soap World's explicit consent.

## 10. Bonus / Discount

If a bonus or any other discount arrangement has been agreed, it shall only become due and payable if the buyer has performed all the buyer's contractual and statutory obligations to Soap World in full and promptly.

## 11. Liability

- 11.1. Any liability of Soap World for damage or loss, including non-contractual liability, is limited to a sum of two times the net invoice value of the goods that were not delivered, were not delivered in time or were not delivered properly. In this case net invoice value means the sum charged for these goods, reduced by packaging costs, before VAT and after deduction of discounts.
- 11.2. Should the limitation of liability of Soap World set out in Article 11.1, or a claim based thereon, not be accepted by the court, Soap World's liability is limited to direct damage to or loss of the buyer's property and personal injury.
- 11.3. Soap World is in no case liable for consequential loss, including loss of turnover, loss of profit and loss of goodwill.
- 11.4. Without prejudice to the above, Soap World shall, in case of claims of third parties relating to the goods delivered by Soap World, be given the opportunity to do everything that it deems necessary to protect its reputation and that of its brands.
- 11.5. With regard to the symbol as referred to in the International Article Numbering Association (EAN) arrangement, Soap World is in no case liable unless it has not followed the instructions of the EAN.
- 11.6. Soap World is not liable for damage or loss resulting from non-compliance by the buyer with the statutory regulations relating to putting the purchased goods on the market, such as those ensuing from the Cosmetics Regulation EC 1223/2009, Decision 96/335/EEC and the Dutch Commodities Act Decree cosmetic products of 2011 (*Warenwetbesluit Cosmetische producten 2011*).
- 11.7. The buyer indemnifies Soap World against claims of third parties relating to damage or loss that is connected with the goods delivered by Soap World or that is in some other way connected with the contract made between the buyer and Soap World.

## 12. Recall

- 12.1. If one of the parties is aware of a defect in the delivered goods (including packaging), this party must immediately notify the other party thereof,

stating:

- a. the kind of defect;
- b. the affected goods;
- c. all other information that might be relevant.

12.2. In consultation, the parties shall then take all measures that are necessary in view of the circumstances. The measures to be taken can, among other things, entail that deliveries be halted, that the stocks of goods (whether or not at the premises of the buyer or customers of the buyer) are blocked and/or that a recall will occur. Only Soap World is entitled to make the decision whether and which of these measures shall be taken and how the execution of the measures shall occur. The buyer must reasonably cooperate with the execution of these measures.

12.3. The buyer is subject to a duty of confidentiality relating to all information regarding actual or possible measures to be taken.

### **13. Force majeure**

13.1. Force majeure means a default on performance that cannot be held against the party concerned. Should Soap World not be able to perform its delivery obligation due to force majeure, Soap World shall be entitled, without being in default, to postpone the delivery of the goods until the time when the force majeure situation has ended.

13.2. Should the force majeure situation last longer than one month, both Soap World and the buyer shall be entitled, by giving notice to the other party, to unilaterally terminate the part of the contract not yet performed, without judicial recourse.

13.3. Force majeure in any event includes: war, revolution, unrest, fire, extreme weather conditions, flooding, transport obstructions, an epidemic, government measures including import and export measures, failed crops, disruption in the supply or provision of raw materials, energy or business materials, including default of suppliers from whom Soap World procures materials, strike (in whatever form), defects in or damage to machines, as well as any other disruption in Soap World's business. Force majeure furthermore includes any circumstance beyond Soap World's control – regardless of whether this was foreseeable at the time the contract was made – which hinders the performance of the contract temporarily or permanently or makes performance considerably more difficult or expensive.

### **14. Resale**

The buyer is entitled to resell and deliver the goods delivered by Soap World, provided in the case of resale:

- a. these goods are delivered in the original packaging intended for the end user;
- b. the buyer agrees with his customer, if said customer is acting in the course of a business, by way of perpetual clause that the obligation referred to under a. must be performed in case the goods are resold again.

### **15. Termination**

15.1. Without owing any compensation to the buyer in this respect, Soap World is entitled to unilaterally terminate all current contracts between the parties

without judicial recourse, in whole or in part, and to retrieve the delivered goods, if:

- a. the buyer is in arrears on the payment of the purchase price or any other amount that the buyer owes Soap World;
- b. the buyer is declared bankrupt or is declared subject to a moratorium on payment;
- c. the buyer is in a situation of liquidation or whole or partial transfer of the buyer's business.

15.2. In case of termination of the contract on the grounds stated in Article 15.1, every claim that Soap World has on the buyer shall be immediately due and payable in its entirety.

15.3. The provisions in this article are without prejudice to Soap World's right to full compensation of loss or damage suffered by it.

### **16. Set-off**

Soap World is entitled to deduct the sums that Soap World can claim from the buyer under any heading whatsoever from the sums that it owes the buyer (or other companies belonging to the same group as the buyer) under any heading whatsoever.

### **17. Special obligations of the buyer**

The buyer shall himself see to and is responsible for compliance with the statutory regulations with regard to putting the purchased goods on the market, such as those ensuing from EC Cosmetics Regulation 1223/2009, Decision 96/335/EEC and the Dutch Commodities Act Decree cosmetic products 2011.

### **18. Applicable law / Disputes**

18.1. All offers, orders and contracts to which these Terms and Conditions of Sale and Delivery apply, as well as all contracts related thereto, are governed by Dutch law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG, Vienna 11 April 1980) do not apply.

18.2. All disputes between the parties shall be adjudicated by the District Court of Gelderland, unless a different court has jurisdiction pursuant to mandatory law.