

General Terms and Conditions for the Purchase of Goods by Delarange Cosmetics B.V.

Article 1. Definitions

Delarange: Delarange Cosmetics B.V., hereinafter referred to as Delarange, having its registered office at Edisonweg 36 in Zeewolde.

Purchase Conditions: These general terms and conditions for the purchase of goods by Delarange.

Supplier: The natural person or legal entity with whom Delarange is negotiating the conclusion of an Agreement or who supplies Goods to Delarange.

Goods: All goods (tangible objects and property rights) to be supplied by Supplier to Delarange.

Agreement: An agreement between Delarange and Supplier relating to the supply of Goods, including any supplements and amendments.

Party/Parties: Delarange and/or Supplier.

Personal Data: Personal data within the meaning of Article 4(1) of the General Data Protection Regulation (GDPR, EU 2016/679) that is processed by Supplier in the context of the Agreement.

In writing: In the Purchase Conditions, "in writing" also includes communication by electronic means, such as data links, EDI or e-mail.

Article 2. Applicability

1. These Purchase Conditions apply to all requests, offers and Agreements relating to the supply of Goods to Delarange.
2. Supplier also declares that it has taken note of the Delarange Supplier Code of Conduct and acts in accordance with this Code of Conduct.
3. If Supplier, in addition to Goods, also provides services to Delarange, including services for the installation and/or assembly of Goods, the General Terms and Conditions for the Purchase of Services by Delarange shall (also) apply.
4. Delarange expressly rejects the applicability of any other (general) terms and conditions.
5. Amendments and supplements to the Agreement and/or the Purchase Conditions are binding only if they have been expressly agreed in writing by the Parties.
6. In the event of a conflict between the provisions of the Agreement and the Purchase Conditions, the provisions of the Agreement shall prevail.

Article 3. Offer and formation of the Agreement

1. An offer made by Supplier is irrevocable for a period of 90 (ninety) days.
2. Delarange shall not reimburse any costs incurred in preparing quotations and offers, even if no Agreement is concluded.
3. An Agreement is concluded only after a person duly authorised to do so on behalf of Delarange has expressly accepted an offer from Supplier in writing. Verbal promises made by employees do not bind Delarange.

Article 4. Delivery and transfer of ownership

1. Delivery shall take place DDP (Delivery Duty Paid, Incoterms 2020) at the place of destination agreed by the Parties.
2. When delivering the Goods, Supplier shall follow all reasonable directions and instructions of Delarange.
3. Upon delivery of the Goods, a packing list must be included stating Delarange's order number, as well as the item numbers, quantities and description of the Goods.
4. Ownership of the Goods passes to Delarange upon delivery and after acceptance of the Goods by Delarange. Supplier shall not reserve any rights in the Goods delivered to Delarange, except where a retention of title has been agreed by the Parties. Notwithstanding the foregoing, Delarange shall be entitled to further process and/or sell delivered Goods to the extent customary in the ordinary course of its business.
5. Supplier shall, at its own expense, ensure timely acquisition of the consents, certificates and permits required for the performance of the Agreement.
6. Supplier warrants compliance with applicable sanctions regimes, export control legislation and customs rules in the international delivery of goods.

7. If Supplier engages third parties in the production or delivery of Goods, Supplier shall at all times remain responsible for proper and timely performance of the Agreement, as if it were its own performance.
8. Supplier shall inform itself in good time of the nature and condition of the location where the Goods are delivered, and of all other circumstances that are relevant to the performance of the Agreement.
9. Delivery in instalments is permitted only if agreed in advance by the Parties.
10. In the event of a deviation from the quantities to be delivered as stated in the Agreement, or in the case of partial deliveries, Delarange may refuse the deliveries concerned and return them at Supplier's expense and risk.
11. Supplier shall make available to Delarange, at no additional cost, and transfer ownership of, all instructions for use and product information accompanying the Goods, as well as any quality marks or certificates.
12. Supplier shall ensure that its personnel and any third parties engaged by it are familiar with, and comply with, Delarange's house rules and rules of conduct that apply at the location where the Goods are delivered.

Article 5. Quality, warranty and inspection of the Goods

1. Supplier warrants that the Goods:
 - conform to the conditions and specifications stated in the Agreement and to any samples, models and drawings approved by Delarange;
 - are suitable for the purpose for which they are intended and possess the properties that Supplier, when concluding an Agreement, expressly or implicitly made known to Delarange;
 - are new and of good quality, free from defects in design, construction, dimensions, workmanship and safety;
 - comply with the applicable laws and regulations relating to the Goods, including the packaging, including but not limited to regulations concerning safety, health and the environment;
 - are properly packaged and transported as set out in Article 7;
 - are free from any right or claim of a third party, including but not limited to rights or claims based on industrial property or other intellectual property;
 - are free from visible or hidden defects in design, material, workmanship and quality for a period of 24 (twenty-four) months after the date of confirmation of receipt of the delivery;
 - comply with customary norms and standards.
2. Supplier declares that environmental legislation is complied with during production and that it strives to reduce environmental impact in line with Delarange's Sustainability Policy.
3. Delarange has the right to inspect the Goods. Depending on the nature of the Goods to be delivered, Supplier shall give Delarange the opportunity to have them checked (or to check them) during production, processing and storage or after delivery. To this end, Supplier shall grant access to the places where the Goods are produced or stored and shall cooperate in the desired inspections, checks and tests.
4. Supplier shall thoroughly check and/or test all Goods before shipment. Such an inspection shall confirm that the Goods, or any part thereof, comply with the Agreement and the warranties referred to above. Unless the Parties have agreed otherwise in writing, Supplier shall retain these inspection records for seven (7) years and shall provide them to Delarange free of charge upon request.
5. If Goods do not conform to the warranty referred to in paragraph 1 of this Article (including Goods damaged as a result of defective packaging), Delarange has the right to:
 - a) reject the Goods concerned and return them at Supplier's expense, whereupon Delarange is entitled, at no extra cost, to replacement and delivery within the stipulated delivery period;
 - b) keep and use the Goods subject to an equitable reduction of the purchase price;
 - c) in urgent cases, repair (or have repaired) the Goods itself or through third parties at Supplier's expense.

All additional costs, such as those for dismantling, transport and reassembly, shall also be borne by Supplier. This is without prejudice to all other claims Delarange has under the Agreement or by law.

6. Irrespective of whether or not Delarange has exercised its right of inspection pursuant to paragraph 3 of this Article, Supplier itself remains fully responsible for proper performance of the Agreement.
7. Supplier warrants that spare parts for the Goods can be supplied for a period of at least ten years after delivery of the Goods.
8. In the event of a recall, Delarange is entitled to recover all additional costs from Supplier.

Article 6. Time of delivery

1. Supplier shall deliver the Goods at the agreed time or within the agreed delivery period. This period constitutes a strict deadline (fatal term), subject to prior written approval of the delay by Delarange.
2. If Supplier expects that the Goods cannot be delivered within the agreed period, it shall notify Delarange thereof in writing immediately. Supplier shall take all reasonable measures to prevent further delay. The foregoing, however, is without prejudice to Delarange's rights in the event of non-performance or late performance by Supplier.

Article 7. Packaging and transport

1. Supplier shall ensure that the Goods are properly packaged for transport in such a way that they arrive at the place of delivery in good condition. Supplier is liable for damage caused by insufficient and/or defective packaging or by packaging that does not comply with transport and environmental legislation requirements.
2. Supplier shall take back all packaging free of charge at Delarange's first request.
3. Where possible, Supplier shall use recyclable or reusable packaging and shall limit packaging material to a minimum.

Article 8. Prices, invoicing and payment

1. All prices are fixed and exclusive of VAT. Prices include all ancillary costs, surcharges and taxes. Additional costs not stated in the Agreement shall not be reimbursed.
2. Supplier shall address the invoice to Delarange's invoice address as stated on the purchase order and shall state the following on the invoice:
 - invoice date, name, address, postcode, place of residence/business, IBAN number, VAT number, Chamber of Commerce (KvK) number;
 - Supplier's invoice address;
 - the purchase order number and, where applicable, the number of the framework agreement.
3. If the invoice does not meet the requirements referred to in the previous paragraph of this Article, Delarange reserves the right not to pay the invoice.
4. Unless otherwise agreed, invoicing shall take place after delivery and acceptance of the Goods.
5. Delarange shall pay invoices within 60 (sixty) days of receipt, on condition that the invoice has been approved by Delarange.
6. Delarange has the right to suspend payment of an invoice in whole or in part if Supplier is in breach of its obligations under the Agreement.
7. Delarange may set off the invoice amount payable against amounts that Supplier, on any ground whatsoever, owes to Delarange.
8. In the case of advance payment, Delarange may require Supplier to have an unconditional and irrevocable bank guarantee issued in favour of Delarange, at Supplier's expense, by a banking institution acceptable to Delarange.
9. Payment of the invoice by Delarange shall in no way constitute a waiver of any right.
10. Supplier shall not assign or pledge claims against Delarange to third parties.

Article 9. Changes to Goods to be purchased

1. Delarange has the right to require reasonable changes to the delivery address, the specifications, the quantity and/or the nature of the Goods to be purchased by Delarange.
2. If, in Supplier's opinion, a change affects the agreed price and/or the time of delivery, Supplier shall, before giving effect to the change, inform Delarange in writing as soon as possible, but no later than within 5 (five) working days after notification of the change. If, in Delarange's opinion, the consequences for the price and/or delivery time are unreasonable, the Parties shall consult one another on the matter.

Article 10. Liability

1. Supplier is liable for all damage suffered by Delarange as a result of a breach by Supplier, or by third parties engaged by it, in the performance of the Agreement.
2. Supplier is liable for damage caused by acts or omissions of itself and/or its employees and/or third parties engaged by it to persons or to property of Delarange and/or third parties, and shall indemnify Delarange against third-party claims in this respect.

3. Supplier shall indemnify Delarange against third-party claims and/or any fines resulting from Supplier's failure to comply with its obligations under the Agreement or from violation of statutory provisions.
4. Supplier shall, at its own expense, indemnify and defend Delarange against all claims connected with or arising from Delarange's use of the Goods supplied by Supplier.
5. Supplier shall, at its own expense, adequately insure itself, and remain insured, for the duration of the Agreement against the liability referred to in this Article. The insured amount for Supplier's general (business) liability shall be at least € 5 million per event and, if Supplier is also the producer, for product liability at least € 2.5 million. At Delarange's request, Supplier shall provide adequate proof of these insurances and of payment of the premiums.

Article 11. Limitation of Delarange's liability

1. Delarange shall never be liable to Supplier for indirect or consequential damage, including but not limited to loss of profit, loss of turnover, missed savings, loss of investments and damage resulting from Supplier's liability towards third parties.
2. In any event, Delarange's total liability, whether arising from or related to an Agreement, tort or any other legal ground, shall not exceed the lower of (i) the purchase price of the Goods giving rise to a claim or (ii) an amount paid out by Delarange's insurer in respect of a specific incident.
3. Delarange shall not invoke any limitation of liability contained in these Purchase Conditions if and to the extent that any damage is the result of intent or gross negligence on the part of Delarange's senior management.

Article 12. Force majeure

1. Neither Party is liable for non-performance or late performance of its obligations if this is the result of force majeure. In the event of force majeure, a Party is entitled to suspend its obligations in whole or in part.
2. Force majeure shall in any event not include illness of or shortage of personnel, strikes, failure of third parties engaged by Supplier, failure or unsuitability of auxiliary materials, or liquidity problems on the part of Supplier.
3. If a Party suspends its obligations in whole or in part due to force majeure, such suspension applies only for the period during which the force majeure continues. The Party concerned shall endeavour to limit the consequences of the force majeure and to resume performance of its obligations as soon as possible. As soon as the force majeure situation has ended, the Party shall resume performance of its obligations without delay and shall notify the other Party thereof in writing.

Article 13. Use of items and tools

1. Supplier shall use items made available by Delarange, such as tools or computer equipment, at its own risk and shall return them to Delarange in good condition. Supplier shall use the items made available only for the correct performance of the Agreement and shall not permit third parties to use them.

Article 14. Rules for personnel on Delarange's premises/in Delarange's buildings

1. Supplier shall ensure that its presence and the presence of its personnel and third parties engaged by it on Delarange's premises and in its buildings do not hinder the undisturbed progress of the work of Delarange and third parties, and shall at all times comply with the company and safety rules applicable at Delarange.
2. Supplier shall ensure that its personnel and third parties engaged by it are able to identify themselves at all times.

Article 15. Confidentiality

1. Supplier shall not disclose confidential information of Delarange to third parties, both during the term of an Agreement and thereafter in perpetuity. The following is regarded as confidential information of Delarange: information that has been designated as confidential or is confidential by its nature, including but not limited to business information, know-how and personal data originating from Delarange.
2. The confidentiality obligation set out in the previous paragraph does not apply to the extent that (a) disclosure is required by or pursuant to law or by a competent authority or (b) the information concerned is already publicly available or becomes publicly available without any wrongful act by Supplier, its employees or third parties engaged by it.
3. Supplier shall impose on its employees or third parties engaged by it in the performance of this Agreement confidentiality obligations identical to those set out in the preceding paragraphs of this article and shall give them access only to that confidential information which is necessary for the performance of their work.

4. In the event of a breach of the obligations in this article, Supplier shall owe Delarange an immediately payable penalty of € 250,000.00 per breach or 2 times the contract value, without prejudice to Delarange's right to claim compensation for the damage actually suffered.
5. Upon termination of the Agreement, Supplier shall immediately return or demonstrably destroy all confidential information of Delarange in its possession.
6. Neither Party may, without the prior written consent of the other Party, give publicity to the content or the existence of an Agreement.

Article 16. Intellectual property rights

1. All intellectual property rights in (i) the Goods manufactured for or on behalf of Delarange and (ii) the drawings, texts, models, manuals, samples, tools, calculations, software, moulds, dies and other documents and data carriers specifically produced or used for Delarange in that connection, shall vest in Delarange. To the extent necessary, these rights are hereby assigned in advance by Supplier to Delarange, and Supplier shall cooperate in any formalities required for the transfer.
2. With respect to intellectual property rights vested in Goods not specifically manufactured for Delarange, Delarange shall obtain, free of charge and to the extent necessary, a non-exclusive, worldwide, perpetual licence of use.
3. Supplier waives, also on behalf of its personnel, all moral rights within the meaning of the Dutch Copyright Act (*Auteurswet*).
4. Supplier warrants that the use of the Goods does not infringe intellectual property rights or other rights of third parties and shall indemnify Delarange against third-party claims in this respect.
5. Delarange retains all intellectual property rights in all items and data made available to Supplier by Delarange in connection with the Agreement.
6. Supplier declares and warrants that, in the event of a cyber-attack or other similar disruptive events, the source data of specifically and exclusively obtained data and/or drawings and/or documents, or of data, drawings, documents or prototypes made for Delarange, shall at all times remain available and accessible in order to avoid any form of delay.

Article 17. Termination of the Agreement

1. Delarange may terminate the Agreement at any time by written notice to Supplier, observing a notice period of 30 (thirty) days.
2. Each Party may dissolve (terminate) the Agreement, in whole or in part, with immediate effect, without prejudice to its other remedies, if:
 - a. the other Party fails to perform any material obligation under the Agreement and such non-performance has not been remedied within 30 (thirty) days after the defaulting Party has been summoned by registered letter to perform after all;
 - b. the other Party has been declared bankrupt or has been granted a suspension of payments (*surseance van betaling*) or an application for either has been filed;
 - c. attachment (seizure) is levied on a substantial part of the other Party's business assets;
 - d. the business activities of the other Party are transferred, liquidated, discontinued or relocated abroad, in whole or in part, or the other Party is dissolved;
 - e. a Party is affected by force majeure lasting a period of 30 (thirty) days or more.
3. Delarange may dissolve the Agreement with immediate effect if there is (an attempt at) bribery by Supplier or by third parties engaged by it of Delarange personnel.
4. Delarange may terminate any Agreement with immediate effect, without any further liability or obligations, if there is a change of ownership or control in Supplier's business, including a material change in Supplier's management.
5. The articles of the Purchase Conditions and the Agreement which by their nature are intended to continue after termination of the Agreement shall remain in full force. These shall in any event include the provisions on liability, confidentiality and intellectual property rights.

Article 18. Transfer of rights and obligations

1. Supplier is not permitted to transfer its rights and obligations under the Agreement, in whole or in part, to third parties without the prior written consent of Delarange.

Article 19. Protection of Personal Data

1. In performing its obligations under an Agreement, Supplier shall comply with the applicable laws and regulations on the protection of Personal Data, in particular the General Data Protection Regulation (GDPR).
2. To the extent that Supplier processes Personal Data in connection with the performance of the Agreement in its capacity as Processor within the meaning of the GDPR, it shall process such data only on behalf of and in accordance with the instructions of Delarange (unless laws and regulations require otherwise) and only to the extent necessary for the performance of its obligations under an Agreement.
3. Supplier shall take appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful processing (including, but not limited to, unnecessary collection and/or further processing thereof). These measures shall ensure an adequate level of protection, taking into account the state of the art and the costs of taking and implementing them, as well as the risks associated with the processing and the nature of the data to be protected.
4. Supplier shall process Personal Data only within the European Economic Area.
5. In the event of a security breach that may lead to serious adverse consequences for the protection of Personal Data, Supplier shall inform Delarange thereof within 48 hours after the breach has been discovered. Supplier shall in doing so provide Delarange with the information that Delarange needs to make a correct and complete notification to the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) and, where applicable, the Data Subject(s) (as defined in the GDPR) in the context of the data breach notification obligation.
6. Supplier shall indemnify Delarange against fines relating to non-compliance with the obligations in this article by Supplier or by third parties engaged by it.

Article 20. Anti-bribery

Neither Supplier nor any of its affiliated companies has taken, or will take, any action in furtherance of an offer, payment, promise to pay or authorisation of the payment or giving of money, or anything else of value, to any government official (including any official or employee of a government or of a government-controlled entity or body, or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or a political party or official thereof, or a candidate for political office, all of the foregoing being referred to as "Government Officials") or to any other person, while knowing that all or part of the money or value was or will be offered, given or promised to a Government Official for the purpose of obtaining or retaining business or securing an improper advantage or influencing official actions. No part of the payments received by Supplier from Delarange shall be used by Supplier for any purpose that would cause a violation of the law, including but not limited to the anti-bribery laws of any country or jurisdiction.

Article 21. Governing law and dispute resolution

1. These Purchase Conditions and every Agreement are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) does not apply.
2. Disputes between the Parties shall as far as possible be resolved by means of good-faith consultation.
3. If the Parties fail to reach an amicable solution, disputes shall be submitted exclusively to the competent court in Midden-Nederland.

Article 22. Miscellaneous provisions

1. Delarange has the right to amend the Purchase Conditions unilaterally. If Supplier does not object in writing to Delarange to the amendment within two weeks after receipt of a new version of the Purchase Conditions, the new version shall replace the old version.
2. Supplier declares that it has received and read the Delarange Supplier Code of Conduct (latest version) and agrees to comply with it for the duration of the agreement. In the event of a conflict between these conditions and the Code of Conduct, the stricter regime shall apply within the limits of applicable law.
3. If a provision of the Purchase Conditions is or becomes null and void or is annulled, the remaining provisions shall remain in force. The Parties shall replace the null or annulled provisions by mutual consultation, having regard as far as possible to the purpose and intent of the Agreement.
4. Delarange has no obligation to purchase any minimum quantity of Goods from Supplier, unless otherwise agreed in writing.
5. Supplier does not obtain exclusivity with regard to the supply of the Goods to Delarange. Delarange retains the right to source comparable products and/or services from other suppliers.