

TERMS AND CONDITIONS OF SALE

ARTICLE 1 - SCOPE OF APPLICATION

In accordance with Article L.441-1 of the French Commercial Code, these terms and conditions of sale constitute the sole basis of the commercial relationship between the parties (hereinafter referred to as the "**Terms and Conditions of Sale**").

Their purpose is to define the terms and conditions under which Roval Cosmétiques (hereinafter referred to as "**Roval**" or the "**Supplier**") supplies professional customers (hereinafter referred to as the "**Customers**" or the "**Customer**"), on the basis of requests made *via* the Supplier's website, directly, or *via* a paper medium, with the products (hereinafter referred to as the "**Products**") listed in the price quote (hereinafter referred to as "**the Price Quote**").

In accordance with the regulations in force, these Terms and Conditions of Sale are systematically communicated to any Customer who requests them, enabling them to place an order with the Supplier.

By ordering any Products, the Customer unreservedly accepts these Terms and Conditions of Sale, as well as the terms of service of the Supplier's website for electronic orders.

These Terms and Conditions of Sale govern the relationship between Roval and the Customer who is the recipient of the Price Quote; the Customer and Roval are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

By accepting the Price Quote, the Customer accepts all the terms and conditions laid out in the Price Quote and these Terms and Conditions of Sale, which supersede any documents exchanged between the Parties, including any general purchasing conditions issued by the Customer. Jointly, the Price Quote and these Terms and Conditions of Sale, as accepted by the Customer, constitute the contract between the Parties (hereinafter referred to as the "**Contract**"). The terms "**Manufacturing and Manufacture**" refer to the actions involved in the Manufacture of the formula and/or its packaging and/or the filling of the products.

ARTICLE 2 - OBJECT

The Customer entrusts Roval with the development and/or Manufacturing operations for the Product indicated in the Price Quote, in accordance with the specifications indicated in the Price Quote (hereinafter referred to as the "**Specifications**") and with the Good Manufacturing Practices for cosmetic products in force in the European Union, and more specifically in France (hereinafter referred to as the "**Good Manufacturing Practices**"). Roval undertakes to supply the Customer with the Products in accordance with the quantities and prices indicated in the Price Quote.

ARTICLE 3 - SUPPLY OF COMPONENTS

3.1. The supply of Components required for the Manufacture of the Products shall be carried out by the Customer or by Roval, in accordance with the Specifications or the brief provided by the Customer (the "**Brief**").

3.1.1. Components supplied by Roval (Raw materials or Packaging items):

Roval shall obtain the Components, at its own expense, from its own suppliers or from the suppliers indicated by the Customer.

Roval shall carry out quantitative and qualitative checks on receipt of the Components. Roval shall inform the Customer as soon as possible of any claims resulting in a rejection of

the Components that may lead to a delay in the Manufacture and consequently the delivery of the Products. When supplying the Components, Roval shall ensure that it has sufficient stock to Manufacture the Products in accordance with the firm order forms communicated by the Customer.

3.1.2. Components supplied by the Customer:

The Customer shall supply Roval with Components, at their own expense, in the necessary quantities to cover firm orders for Products.

Where applicable, Roval shall have a period of fifteen (15) working days from receipt of the Components to notify the Customer that said Components do not comply with the indications in the Specifications or in the Customer's Brief.

The aforementioned fifteen (15) day period does not apply to hidden defects that may be detected later by Roval and for which the legal provisions of common law shall apply.

Any Components supplied by the Customer and rejected by Roval because of noncompliance with the Specifications or the Brief shall be returned to the Customer, or destroyed, according to the Customer's prior instructions, at the Customer's sole expense.

The Customer shall provide replacements in the appropriate quantities as soon as possible. In any case, Roval cannot be held liable for any delays in the delivery of the Products in such circumstances.

If the commercial offer stipulates that Roval does not have to carry out checks on receipt, the components shall be deemed compliant and accepted.

3.2. Excessive storage of components or finished products for which the Customer is responsible may give rise to storage charges.

3.3. For Packaging Items, compliance with applicable regulations shall be the sole responsibility of the responsible person (the "**Responsible Person**") agreed between the Parties in the Price Quote. All costs arising from modifications made to the Packaging Items shall be borne by the Customer, including the costs of graphic creation tools and the destruction of Packaging Items that cannot be used.

ARTICLE 4 - QUALITY CONTROL AND RELEASE OF PRODUCTS

4.1. Product quality control

Roval shall ensure that the necessary inspections and checks are carried out throughout the Manufacturing process for the Products, in accordance with the Good Manufacturing Practices. Roval shall provide the Customer, on the first reasonable and justified request, with a copy of all the requested documents relating to the Manufacture and quality control of the Products.

4.2. Release of Product batches

The technical release of the batches of Products manufactured within the framework of the Contract shall be carried out by Roval or by the Customer, as specified in the Price Quote. In any case, the Customer shall remain solely responsible for marketing the Products, even where the technical release of the Products is carried out by Roval on behalf of the former.

4.3. Acceptance/rejection of Product batches

Upon receipt of the Products, the Customer shall have the opportunity to carry out checks on the Products delivered and to verify the compliance of the batches delivered with the Specifications or the Brief. The Customer shall have a period of seven (7) working days from the delivery date to check the compliance of the Products and accept the delivery.

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All claims concerning the compliance of the Products must be made in writing, in the form of an email or a registered letter with acknowledgement of receipt, within the aforementioned period. If no claims are made within this period of seven (7) days, the batch of Products in question will be deemed unreservedly accepted. The aforementioned period shall not apply to hidden defects that may be detected later by the Customer and for which the legal provisions of common law shall apply.

In the event of a dispute over noncompliance raised at the time of rejection of a batch, the Parties shall endeavour to assess the dispute together and settle it amicably. In the event of a persistent disagreement between the Parties, the dispute shall be submitted to an independent expert or laboratory appointed by mutual agreement between the Parties. Should an agreement not be reached within a maximum of thirty (30) days from the occurrence of the dispute, the expert will be appointed by the Presiding Judge of the Commercial Court of Alençon at the request of the first Party to act. The Parties undertake to allow the expert a maximum period of two (2) months to complete their assignment.

The costs of rejected Product batches will be borne:

(i) By the Customer, if the noncompliance of such Product batches is due exclusively to one of the Components supplied directly by the Customer, or to an error attributable to the Customer and contained in an instruction given by the Customer to Roval, including the Brief.

In the event of noncompliance of the Components supplied by the Customer, the latter shall be personally responsible for any recourse against its suppliers.

In this case, the Customer shall bear, in addition to the price of the Products, the entire cost of additional expert assessments and checks, as well as the associated destruction costs, which shall be subject to prior negotiation between the Parties.

(ii) By Roval, in the event of noncompliance with the Specifications, Good Manufacturing Practices, and more generally in cases where it can be shown that the defect is due to Roval's failure to comply with its obligations under the Contract.

In this case, Roval undertakes to do its best to replace each noncompliant good without further compensation.

In light of the foregoing, the Parties agree that in the event of noncompliance of a Product that cannot be attributed to the exclusive fault of one of the Parties, the costs incurred by said noncompliance shall be allocated as follows:

- i.** the costs of the Components supplied by the Customer shall be borne by the Customer;
- ii.** the costs of Manufacturing the Products shall be borne by Roval;
- iii.** all costs other than those referred to in paragraphs i and ii above, including costs related to Components not supplied by the Customer; costs related to quality control and transport; any penalties incurred by the final Customers; costs of recalling or withdrawing Products, etc.; shall be borne by both Parties in equal shares.

Roval shall not recover, take back or reprocess all or part of the batches of noncompliant Products without prior written agreement from the Customer.

Within the framework of this Article, the Parties expressly agree to meet once a year in order to take stock of any losses resulting from Product batches rejected in the previous year.

ARTICLE 5 - ORDERS - PRODUCT DELIVERY

5.1. Order forecast

The Customer shall provide Roval with a written order forecast for a rolling twelve (12) month period (not including the current month), indicating the number of units of each

of the Products that they intend to order from Roval. The Customer undertakes to update the order forecast on a monthly basis, with any changes relating to a given month being made at least three (3) months in advance. Depending on the type of Product, this period may be longer.

5.2. Orders

The Customer undertakes to send their orders to Roval within an appropriate period to allow it to make the necessary preparations to fulfil its contractual obligations. Orders are firm and final and are deemed to be concluded by the Customer when Roval provides written order confirmation in the form of an email or EDI message. In any case, acceptance of an order must result from the Customer starting an order in any form. Roval reserves the right to refuse an order or to accept only part of it. The date on the order confirmation or the written offer confirmation shall constitute the date the contract enters into force and the start of the order completion period. Any total or partial cancellation or quantitative or qualitative changes to the order by the Customer shall not be taken into account, except where expressly accepted in writing by Roval. In this case, there may be an increase in the prices quoted and changes to the delivery times. In any case, if an order is cancelled, Roval shall invoice the customer for the price of the services already carried out (order processing, Manufacturing, etc.) and the components ordered (raw materials and packaging) as of the cancellation date. Given the specific elements required for the Manufacture of certain products, orders and order confirmations are made within the limits of available stocks.

Should the order not be accepted within the aforementioned period, the Customer's order and the desired delivery date shall be deemed to have been rejected. The quantities ordered must be based on the minimum order quantity, a batch, or a multiple (integer) of the standard batch size, as determined for each Product in the Price Quote.

As an independent company, Roval also reserves the right to subcontract all or part of the order, provided that it has informed the Customer.

5.3. Delivery

The Products shall be made available to the Customer on the confirmed delivery date in the quantities indicated in the firm order, with a quantity tolerance of plus or minus 5%. In the event of exceptional circumstances beyond Roval's control, Roval may make partial deliveries, provided that it has informed the Customer in advance.

Roval undertakes to ensure that the Products will be released with an expiry date that is in line with the terms laid out in the Specifications or Brief, minus the production and release time.

The Incoterms in force between the Parties shall be defined when the price or brief are defined.

The transfer of ownership shall take place when the Customer pays Roval in full for the Products, whatever the Product delivery date.

In the event that the Ex Work Incoterm is implemented, the Customer undertakes to collect the Products by appointment within five (5) working days of their availability, having been notified of said availability in writing. After this period of five (5) working days, the Customer shall be charged storage fees in accordance with the current rate.

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If there is a risk of delayed Product delivery with regard to the confirmed delivery date, Roval shall notify the Customer by email as soon as possible after the event causing the possible or known delay. Delivery delays shall not give rise to any penalty or compensation, nor shall they be grounds for cancellation of the order.

Roval shall not be held liable for any shortage of any Component.

ARTICLE 6 - PRICES - PAYMENT TERMS

6.1. Prices

In return for the Product development and/or Manufacturing services carried out under the conditions laid out in the Contract, the Customer undertakes to pay Roval the remuneration calculated in the form of a unit price per Product, as listed in the Price Quote (hereinafter referred to as the "**Unit Price**").

The Unit Price is determined according to the volumes indicated in the Price Quote and corresponds, where applicable, to the minimum Product quantities that the Customer undertakes to order from Roval (hereinafter referred to as the "**Volume Commitment**") during the period indicated in the Price Quote (hereinafter referred to as the "**Duration**"). If the Volume Commitment is not respected within the aforementioned period, Roval may unilaterally revise the Unit Price.

6.2. Price review

6.2.1. Annual review

The Unit Prices shall be subject to annual review, with the revised Unit Prices becoming applicable on 1st January of each calendar year. The Parties undertake to consult each other between 1st October and 31 December of each calendar year in order to agree on the revised Unit Prices for the following year.

If the Parties fail to reach an agreement on the revised Unit Prices within the aforementioned period, Roval may terminate its commitments under this Contract, with effect from 1st January of the year in question, for the Products affected by the failure to reach an agreement, and provided that there is a significant and proven economic imbalance, which may stem from changes to the costs of the operations laid out in the Contract.

6.2.2. Price review

As an exception to paragraph 6.2.1., Roval may, at any time during the term of the Contract, propose a revision of its pricing conditions to the Customer, in order to take into account general price developments, increases in the costs of raw materials, and logistics and product production costs, and to pass on these changes in a fair and balanced manner, insofar as the general structure of the Contract is not brought into question.

6.2.3. Specific Cases

The Unit Prices, as defined in this Contract, shall be subject to amicable renegotiation between the Parties in the following cases:

- ✓ In the event of changes to the Brief by the Customer during the performance of the Contract;
- ✓ In the event of a reduction in the initial sales forecast;
- ✓ In the event of legislative and/or regulatory changes and/or tax changes at an EC and/or national level that directly or indirectly lead to an increase in the costs of the operations laid out in the Contract;
- ✓ In the event of a change in the supply sizes of the Components and/or Products.

If the Parties fail to reach an agreement on the revised Unit Prices within a maximum of thirty (30) days, Roval may terminate its contractual commitments, at the end of a reasonable notice period of no fewer than thirty (30) days, for

the Products affected by the failure to reach an agreement, and provided that there is a significant and proven economic imbalance, which may stem from changes to the costs of the operations laid out in the Contract.

6.3. Terms and conditions of payment

Unless otherwise contractually agreed, our prices are in euros and do not include taxes or customs duties. Invoices must be paid by bank transfer no more than 45 days from the end of the month or within net 60 days from the date the invoice is issued.

If the invoices are not paid within the aforementioned period, the unpaid sums shall give rise to late interest, calculated at three times the legal interest rate in force, as well as a lump sum of forty (40) euros for collection costs. Interest shall accrue from the day following the payment due date until the actual payment date. Any delivery or invoicing disputes shall not suspend the payment of the invoice on the due date. Roval reminds the Customer that any arbitrary compensation or deduction is sanctioned by Article L 442-6-I-8° of the French Commercial Code.

ARTICLE 7 - LIABILITY - INSURANCE - GUARANTEES

7.1. Liability

Roval shall be responsible for the proper performance of the operations expressly laid out in the Contract, to the exclusion of any other services or operations. In this respect, Roval guarantees that the Products are manufactured in accordance with the Brief and in compliance with the Good Manufacturing Practices.

In the event that the Products are due to be marketed in a country where regulations other than the French regulations and Good Manufacturing Practices apply, the Customer shall be responsible for ensuring that the Products comply with the applicable regulations in the country in question.

The products must be used in accordance with the regulations and practices, which the Customer confirms they have read and understood, including those related to transport and storage conditions. Roval therefore cannot be held liable for defects and/or deterioration caused by natural wear and tear or by an external event (abnormal use, transport, storage, etc), or by modifications of the goods that were not foreseen or specified by the Customer. Furthermore, drafting the information text for the Products is the sole responsibility of the Customer (with the possible exception of the ingredients), particularly with regard to the mandatory provisions of consumer protection law. Furthermore, the customer shall remain solely responsible for any errors in the printed matter sent to our company before the Product Manufacturing begins.

7.2. Insurance

Roval undertakes to take out all necessary civil and professional liability insurance for its activities within the framework of the Contract with insurance companies that are known to be solvent.

ARTICLE 8 - DURATION - TERMINATION

8.1. Duration

The Contract shall come into force from the date that the Customer accepts the Price Quote. It shall apply to any Product order placed by the Customer.

8.2. Termination

In the event of a breach by either of the Parties of any of their contractual obligations, the Party negatively affected by the breach shall send notice to the other Party by registered letter with acknowledgement of receipt, requesting that the latter fulfil its obligation within thirty (30) days of the notice.

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If, at the end of this period, the notice has remained without effect, the Contract shall be automatically terminated without any further formalities.

The above provisions are implemented without prejudice to any action that may be legally available to either Party or to any damages that may be claimed in such cases.

ARTICLE 9 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

9.1. Formula rights

The Parties agree that where the formulas have been created and developed by Roval, any intellectual property rights (including industrial property rights) attached to them shall belong to Roval.

Consequently, in this case, the Customer shall refrain from communicating the Roval formulas used in the Products to any third party and reproducing or having them reproduced by any third party.

9.2. Know-how rights

The know-how used by Roval for the creation and manufacture of the Products is and shall remain the property of the Supplier. The Customer undertakes not to disclose this know-how to a third party.

9.3. Product and improvement rights

If the Customer holds, directly or through licences granted to them, the intellectual property rights relating to the Products, in the event that Roval discovers or brings to light one or more improvements and/or enhancements directly or indirectly affecting the Manufacture of one or more Products, and which would be likely to generate an intellectual property right, Roval shall inform the Customer, but Roval shall be the exclusive holder thereof.

9.4. Packaging rights

In the event that the Customer is the holder, directly or through licences granted to them, of the intellectual property rights relating to the wording appearing on the packaging items produced in accordance with their request, the Customer grants Roval the right to use the intellectual property rights relating to the wording appearing on the packaging items produced in accordance with the Customer's request, solely for the performance of the Manufacturing operations laid out in the Contract.

In the event that Roval offers packaging items to the Customer, their use by the Customer will be on a non-exclusive basis (unless specifically agreed otherwise).

ARTICLE 10 - FORCE MAJEURE

10.1. The Parties shall not be held liable if the non-performance or delayed performance of any of their obligations described herein is due to a force majeure event, as defined in Article 1218 of the French Civil Code.

10.2. The Party noting such an event shall immediately inform the other Party of its inability to perform the service and provide proof to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delays.

10.3. The performance of the obligation shall be suspended for the duration of the force majeure event if it is temporary, up to a maximum duration of three (3) months. Consequently, as soon as the cause of the suspension of their mutual obligations ends, the Parties will make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the hindered Party shall notify the other of the resumption of its

obligation by registered letter with acknowledgement of receipt or any extrajudicial document.

10.4. During this suspension, the Parties agree that the costs incurred due to the situation shall be borne by the hindered Party.

10.5. If the force majeure event proves permanent or exceeds the aforementioned three (3) month period, this contract shall simply be terminated.

ARTICLE 11 - REVIEW

11.1. It is hereby agreed that, in the event of a change in circumstances that could not be foreseen at the time of the conclusion of the Contract and that makes its performance excessively onerous for one Party, the Parties shall renegotiate the Contract in good faith. It is hereby agreed that the following events in particular are covered: rising raw material costs, rising component costs, rising logistics costs, changes in legislation.

11.2. In these cases, the Parties undertake to organise a mandatory conciliation attempt lasting fifteen (15) days, with no refusal to renegotiate, from the day after the Party concerned has been notified of the event that makes the performance of its contractual obligations excessively onerous according to the previous article.

11.3. This conciliation suspends the limitation period but not the performance of the Contract, to which the Parties remain bound for the duration of the conciliation attempt. Any referral to the court in violation of this conciliation clause constitutes a withdrawal, making the action inadmissible.

11.4. If the renegotiation is successful, the Parties shall immediately draw up an amendment to this Contract to formalise the result of the renegotiation.

11.5. If renegotiation fails, in accordance with the provisions of Article 1225 of the French Civil Code, the Contract shall be terminated ipso jure in the event of non-performance by the debtor of any of the obligations placed upon it by this Contract.

ARTICLE 12 - PRIMACY

In the event that a master contract is signed between the Parties, the provisions of said master contract shall prevail over these terms and conditions of sale and/or the Customer's general purchasing conditions, and more generally over any other provisions contained in any other document issued by either of the Parties.

ARTICLE 13 - APPLICABLE LAW - JURISDICTION

The Contract is governed by French law. In the absence of an amicable agreement, all disputes arising within the framework of the Contract, including those relating to its interpretation or performance, shall be settled definitively by the Commercial Court of Alençon, to which the Parties attribute exclusive jurisdiction, including in the event of summary proceedings, multiple defendants or the introduction of third parties.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Each party undertakes to comply with its legal and regulatory obligations with regard to the protection of personal data, particularly French Law no. 78-17 of 6 January 1978, as amended, relating to information technology, data files and civil liberties, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").

14.2 Roval undertakes to process personal data (the "Data") collected from the Customer for the sole purpose of managing their commercial relationship. The Customer may exercise their rights to access, rectify or erase their Data, object to or limit the processing of their Data, or request the portability of said Data at any time by writing to contact@roval.fr. Additionally, they have the right to lodge a complaint with the competent supervisory authority (in France, the Commission Nationale de l'Informatique et des Libertés, the "CNIL"). The Data will be kept by the Company for the duration of the commercial relationship with the Customer and for 5 years from the end of the commercial relationship in order to comply with the limitation period referred to in Article L110-4 of the French Commercial Code.

14.3 Compliance with export and anti-corruption laws.

Both Parties hereby declare and guarantee that they will comply with all applicable laws, regulations, codes, ordinances, judgements, orders and decrees (hereinafter referred to as the "**Laws**") at all times. In particular, the Parties agree to fully comply with: **(i)** all applicable anti-corruption Laws and, more specifically, to comply with the standards of conduct laid out in the French Law on transparency, the fight against corruption and the modernisation of economic life ("Sapin II") no. 2016-1691 of 9 December 2016, and any other applicable anti-corruption and/or anti-money laundering Laws (the "**Anti-Corruption Laws**"); and **(ii)** all relevant export Laws (the "**Export Laws**") in force. With regard to the Goods, the Customer must not: **(i)** export, re-export, transship or transfer them, directly or indirectly, in contravention of the Export Laws; or **(ii)** use such Goods for a purpose proscribed by the Export Laws. Upon request, Customer shall promptly provide Roval with all information reasonably required to confirm compliance with the requirements of this clause (14.3).

14.4 Confidentiality. Roval and the Customer shall keep strictly confidential all information designated as confidential or that may reasonably be considered confidential given the nature of the information and the circumstances of disclosure (including, but not limited to, all technical and commercial data, intellectual property, know-how, specifications, inventions, technology, processes or initiatives). Information should not be considered confidential if **(i)** it is or becomes publicly available other than through the direct or indirect disclosure of the information by the Customer or its representatives, in violation of this provision; **(ii)** it was available to one Party on a non-confidential basis prior to disclosure by the other Party; **(iii)** it was, is or becomes available to the Customer on a non-confidential basis from a person who, to the best of the Customer's knowledge, is not under any obligation of confidentiality with respect to such information; or **(iv)** it was lawfully in the possession of one Party prior to its disclosure by the other Party. The Customer may disclose confidential information **(i)** to its agents, representatives, contractors, subcontractors, advisors and employees on a need-to-know basis only, provided that such agents and employees are bound by similar confidentiality obligations; and **(ii)**, if required by law, a competent court, or a governmental or regulatory authority. The information shall remain the property of the disclosing Party, and the other Party shall not use the information to gain a commercial advantage over the other in any way (including, but not limited to, through the abuse of intellectual property rights).

14.5. Under Article 62 of the AGEC law, Roval has a unique identification number: FR210694_01VLJL