



GENERAL TERMS AND CONDITIONS

Unless there is a separate agreement or special conditions in writing and signed by the Parties, the purpose of these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") is to define the contractual provisions applicable to any order placed by CLARINS for any service or purchase of goods, products or equipment of any kind from a professional service provider or supplier (hereinafter referred to as "the SUPPLIER"). CLARINS and SUPPLIER are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

Any order placed by CLARINS and accepted and/or performed by the SUPPLIER shall be deemed to constitute acceptance by the SUPPLIER of these GTCP, as amended and/or supplemented, where applicable, by any document expressly agreed between the Parties (such as, in particular, plans, specifications, terms of reference), and waiver by the SUPPLIER of its right to invoke its own general terms and conditions of sale. Any change to or modification of these GTCP must be made in written amendment signed by the parties. These GTCP represent the entire agreement of the Parties with respect to the subject matter hereof and replace and supersede any and all prior or contemporaneous agreements, understandings, written or oral, with respect to the subject matter hereof.

1 - ORDERS

All orders for goods or services placed by CLARINS will give rise to the issuance of a purchase order sent in writing or electronically to the SUPPLIER, specifying the references, quantities and delivery times for the goods or services concerned. The SUPPLIER will acknowledge receipt of the order within a reasonable time in relation to the delivery times indicated on the order, and at the latest within five (5) working days of its receipt. If the SUPPLIER fails to reject the order in writing within five (5) working days of CLARINS sending it, or if work on the order begins, the order will be deemed to have been definitively accepted by the SUPPLIER. This acceptance will take effect retroactively to the date of issuance of the purchase order by CLARINS. To be enforceable against CLARINS, any terms or conditions that conflict with these GTCP's or any reservations of rights of any kind formulated by SUPPLIER must be accepted in writing by CLARINS.

Any change to the terms of the order is subject to an amendment signed by both Parties.

It is expressly agreed that recurring orders from the SUPPLIER do not imply any exclusivity in favor of the SUPPLIER, nor any commitment to minimum volumes, such that CLARINS may never be obliged to place orders with the SUPPLIER for subsequent purchases.

2 - EXECUTION OF THE ORDER

As a professional, the SUPPLIER undertakes to comply with its general obligation to provide advice and information throughout the performance of the order. The SUPPLIER undertakes to provide CLARINS with all information and advice relating to the order, both with regard to the needs expressed by CLARINS prior to and at the order stage, and when the order is being fulfilled.

The SUPPLIER undertakes to inform CLARINS of any difficulty(ies) of which it may be aware, prior to and during the execution of the order.

For any accepted order, the SUPPLIER firmly commits to delivering products and/or performing services in compliance with the best practice in the field in question, in accordance with applicable laws, regulations and standards in force on the date of the order, and in particular those applicable to health, safety, environmental protection and labor law.

The SUPPLIER will use all the technical and human resources necessary for the proper performance of its obligations. It is understood that it is the SUPPLIER's sole responsibility to ensure that any investments it may have to make to acquire such technical and human resources are in line with its commercial and internal management policy. The SUPPLIER hereby acknowledges that CLARINS will not be held liable in any way whatsoever for any investments, costs, fees or expenses made or incurred by SUPPLIER, whether or not CLARINS is aware of such investments.

In particular, the SUPPLIER undertakes to assign to the performance of the services qualified personnel with significant skills and experience appropriate to the services.

3 - PRICES - INVOICING

Prices

Unless otherwise stipulated on the order form issued by CLARINS, the prices of the products and/or services ordered are indicated in US dollars exclusive of tax and are firm and non-revisable. Prices shall be deemed to include all costs relating to storage, packaging, wrapping, insurance and transport to the place of delivery specified on the order form, as well as the price of transfer to CLARINS of any proprietary rights attached to the deliverables and/or products created by the SUPPLIER for CLARINS.

Billing and Payment Terms

All invoices must be issued and sent to CLARINS as soon as the delivery or service has been provided, using CLARINS' dematerialized invoice reception system. In addition to any compulsory information required by applicable law, each invoice must comply with tax regulations and include :

- The order number ;
- Delivery note number (if available) ;
- A detailed description of the products and/or services in question.

Failure to do so will result in invoices being returned and payment suspended until a complete new invoice has been sent.

Invoices will only be paid once the goods delivered or the service provided have been accepted by CLARINS.

Invoices are payable within forty-five (45) calendar days from the end of month of the date of issuance of the invoice, net without discount, by bank transfer, unless otherwise agreed between the Parties.

Interest shall accrue on past due amounts at the rate of twelve (12) percent per annum from the due date until payment in full but in no event in excess of the highest rate of interest permitted under applicable law. In addition, SUPPLIER shall reimburse CLARINS for reasonable attorneys' fee, disbursement, court costs and/or collection fees incurred by CLARINS in collecting any past due amounts.

4 - TERMS AND CONDITIONS OF DELIVERY

The products will travel at the SUPPLIER's risk, and risk of loss and the transfer of risk will only take place upon receipt of the goods by CLARINS.

The SUPPLIER shall be responsible for the packaging of the goods, which must allow them to be transported, handled and stored without damage. It will also have to be adapted to CLARINS' possible use constraints, as stipulated, where applicable, in special conditions.

The SUPPLIER undertakes to check that the products prepared and dispatched comply (in quality and quantity) with those ordered by CLARINS.

All consignments of goods must be accompanied by a delivery note drawn up by the SUPPLIER containing all the information required to identify the packages, i.e. a detailed description of their content: CLARINS order number, SUPPLIER item code, nature and quantity.

Products will be delivered carriage paid to the address mentioned on each order form. The transfer of ownership of the products will take place on delivery to the aforementioned address, notwithstanding any title retention clause which may not be validly invoked against CLARINS.

5 - TERMS AND CONDITIONS OF RECEIPT

Upon delivery of an order, CLARINS will check the conformity of the products delivered and will, if necessary and within a reasonable time, issue reasoned reservations which will be noted on the delivery note. CLARINS may not be held responsible for any delay in payment due to a delivery note not being handed over, being incomplete or unreadable.

Delivery will be deemed to have taken place on the date on which CLARINS signs the delivery note without reservation. However, this signature only covers apparent defects and in no way releases the SUPPLIER from liability for hidden defects and/or non-conformities.

All deliveries must be made in accordance with the conditions indicated on the order form. CLARINS reserves the right to refuse any excess or partial delivery as compared to the order form, particularly in the event of an error in the quantities, references or prices of the products or services ordered.

Products refused by CLARINS will remain the property of the SUPPLIER, and in all cases the return of refused products will be at the SUPPLIER's risk and expense.

Any product refused at the time of delivery must be collected immediately by the SUPPLIER, who is required to arrange for its replacement within the period indicated by CLARINS.

In this case, and notwithstanding any claim for damages and interest to compensate for the loss suffered, CLARINS reserves the right to substitute a third party for the defaulting SUPPLIER for the proper performance of the order. The defaulting SUPPLIER will bear all the costs incurred by CLARINS as a result of the partial or total non-fulfilment of the order, including, without limitation, the reasonable attorneys' fees and disbursements incurred by CLARINS.

6 - DELIVERY TIMES AND PENALTIES FOR LATE DELIVERY

Deadlines for the delivery of products / the provision of services are imperative and constitute an essential element of the agreement. The deadlines agreed between the Parties and indicated on each order form may not be modified without the express prior written agreement of the Parties.

Any early delivery or completion will only be accepted with the prior written agreement of CLARINS.

Except in cases of force majeure, any delay in delivery or completion not accepted in writing by CLARINS may result, at CLARINS' discretion, in either the cancellation of the order or the application of late delivery penalties calculated by applying the following formula :

$$P = (V \times R) / 100, \text{ where : } P = \text{amount of the penalty}$$

V = value of services and/or goods overdue
R = number of calendar days overdue.

In addition to penalties for delay, CLARINS reserves the right to claim damages in the event of loss suffered as a result of the SUPPLIER's delay.

7 - INTELLECTUAL PROPERTY

Any total or partial reproduction or use in any way whatsoever, in particular for reference or advertising purposes, of CLARINS trademarks and/or logos without the prior written authorization of CLARINS is prohibited.

In the absence of specific provisions agreed in writing, the Parties agree that if the order is likely to result in the creation of intellectual property rights, the SUPPLIER shall assign worldwide, in consideration of the price of the order and for the duration of the rights in each country, all intellectual property rights on the deliveries or services ("Deliverables"), as and when they are delivered to CLARINS, including in particular:

- (i) any literary or artistic property rights and, in particular, the right to adapt, reproduce and communicate the Deliverables to the public by any means of exploitation and adaptation, in particular, by any written, exhibition, audiovisual, multimedia, published or online medium as well as any product for information, promotion, advertising, exhibition and marketing purposes; and
- (ii) any industrial property rights and, in particular, the right to manufacture, use, sell, import or export any design and/or model, any trademark, any inventive or innovative process or product created by the SUPPLIER for the performance of the order.

The SUPPLIER warrants that the products delivered and the services provided to CLARINS do not infringe the industrial and intellectual property rights of third parties, and shall hold CLARINS harmless against any actions by third parties resulting from any infringement of intellectual property rights relating to the Products and/or Services, and shall be liable to CLARINS for any direct or indirect damages resulting therefrom.

It undertakes to defend, at CLARINS' request, any action brought in this respect, and to reimburse CLARINS for all sums paid to this end (fees, damages, etc.).

This Article shall remain in force for a period of five years after delivery of the order or performance of the service.

8 - CONFIDENTIALITY

The information communicated by each Party to the other Party in the context of the fulfilment of the order is confidential and may only be used in this context.

Thus, each Party undertakes to respect the confidential nature of this information and will take all necessary and reasonable precautions to prevent any disclosure or use of information or any other element relating to orders (such as prototypes, plans, drawings, models, diagrams, methods, samples, etc.) received from the other Party, regardless of the form of this information (written, oral, etc.).

Any breach of this obligation of confidentiality may render the defaulting Party liable.

This Article does not apply to information that has fallen into the public domain or known to the other Party without breach of a confidentiality undertaking.

This Article shall remain in force for a period of five years after delivery of the order or performance of the service.

9 - FORCE MAJEURE

Neither Party shall be liable to the other Party, nor deemed to have defaulted under these GTPC's, for any failure or delay in performing hereunder, when and to the extent such failure or delay is caused by or results from any of the following: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) pandemics or epidemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest, € government order, mandate, regulation or law; (f) actions, embargoes, or blockades in effect on or after the date these GTPC's take effect; (g) action by any governmental authority and (h) national or regional emergency (collectively, "Force Majeure Events").

Following the occurrence of a Force Majeure Event, the Party concerned shall, as soon as possible, send the other Party notification by letter or e-mail, informing it of all the details of such an event.

In all cases, the Parties must take all useful and necessary steps to ensure the normal resumption of performance of the order as soon as possible.

Each of the Parties undertakes to make every effort to limit as far as possible the harmful consequences for the other Party resulting from the occurrence of a Force Majeure Event.

If the circumstances persist beyond a period of one (1) month and if it is not economically possible to continue with the order, even subject to adaptation, each Party will be able to terminate the order immediately, by sending the other Party written notice with acknowledgement of receipt.

Obligations not performed as a result of an Event of Force Majeure do not give rise to a right to remuneration.

10 - TERMINATION

In the event of a breach by one Party of its contractual obligations, the other Party shall be entitled, after formal notice has been served by registered letter with acknowledgement of receipt and has remained without effect for a period of fifteen (15) calendar days, to terminate the order *ipso jure*, without prejudice to the right to claim damages.

Each of the Parties shall have the right to terminate the order automatically in the event of the occurrence of force majeure events, under the conditions set out in Article 9 above.

The performance or termination of the order does not terminate the obligations that survive by their nature, in particular the obligations of warranty, compliance with regulations, intellectual property and confidentiality.

11 - TRANSFER

If necessary, CLARINS reserves the right to transfer to a third party all or part of its orders, as well as the related rights and obligations.

Except with the prior written agreement of CLARINS, the SUPPLIER may not assign and/or transfer, even free of charge, all or part of the order.

12 - WARRANTY – LIABILITY - INDEMNITY

The SUPPLIER guarantees that the products delivered and/or the services rendered comply with the contractual specifications and, more generally, with the legal and regulatory requirements in force.

The SUPPLIER warrants that the products delivered are new, of excellent quality, free from defects in material, design or workmanship, and perfectly suited to the use for which they are intended.

The SUPPLIER will be liable for any defects in its products, in accordance with the law in force and with its contractual obligations.

It therefore guarantees CLARINS against any claim that may be made in this respect, undertakes to bear any harmful consequences that may result for CLARINS and/or third parties, and undertakes in particular to participate actively and financially in any recall campaign.

SUPPLIER will inform CLARINS without delay of any defects that it would detect in its products, in order to limit any harmful consequences. SUPPLIER undertakes to contract appropriate civil liability insurance and to inform CLARINS without delay of the terms and conditions of its cover.

The SUPPLIER undertakes to guarantee the proper functioning of its products or services for a minimum period of two (2) years from the date of delivery of the said products or services. Consequently, throughout this period, the SUPPLIER undertakes, at its own expense and at CLARINS' request, to maintain, repair or replace any defective products, parts or services, it being understood that this guarantee means that the SUPPLIER will bear all the costs incurred in repairing or replacing the said parts (labor, travel and accommodation costs, where applicable, etc.): penalties and/or damages payable by CLARINS to the latter's customers, etc.).

The SUPPLIER shall at its cost fully indemnify and defend CLARINS against any action, loss, liability, costs, claims, demands or expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising or incurred by CLARINS whether at common law or by statute in respect of personal injury to or death of any person or in respect of any other loss or damages in connection with any work performed by SUPPLIER or any defects in the products or based on a claim by a third party that the products or their packaging infringe any Intellectual property rights of that third party. If any sum is due or payable by SUPPLIER as a result of this provision, such sum may be deducted by CLARINS from any sum then due and owing from CLARINS to SUPPLIER. This indemnification provision shall survive the expiration or termination of the contractual relationship between CLARINS and SUPPLIER.

13 - ETHICS

The SUPPLIER's staff will remain under the SUPPLIER's exclusive authority, and the SUPPLIER will remain the sole employer of its staff. In this respect, the SUPPLIER will ensure that its employees, when called upon to work on CLARINS' site(s), comply with all the rules, particularly health and safety rules, in force on the said site.

The SUPPLIER certifies that it is and will ensure that any sub-contractors approved by CLARINS comply at all times with the treaties, laws and regulations in force relating in particular to concealed work, clandestine work and child labor. At CLARINS' request and/or following any request by a public authority, the SUPPLIER will provide CLARINS with any document concerning itself or each of its employees assigned to the performance of the order.

If the SUPPLIER is a French company, it also undertakes to provide CLARINS, every six (6) months, with the documents listed in Articles D8222-5, D8254-2 and D8254-4 of the French Labor Code.

For the duration of the commercial relationship directly or indirectly involving the SUPPLIER and CLARINS, the SUPPLIER undertakes both for himself and for any natural or legal person acting on its behalf and/or in its name to:

- comply with the legal and regulatory provisions inherent in its professional activity(ies), with the provisions arising from the Criminal Code relating to corruption and with any other law(s), regulation(s) and standard(s) relating to the fight against corruption which may be applicable to this Agreement, in particular Law No. 2016- 1691 of 9 December 2016 relating to transparency, the fight against corruption and the modernisation of economic life ;
- not to do, by act or omission, anything that would be likely to incur the liability of CLARINS for non-compliance with existing regulations aimed at combating corruption;
- implement and maintain its own policies and procedures relating to ethics and the fight against corruption in accordance with the requirements of Article 17 of the Sapin II Act No. 2016-1691 of 9 December 2016 and the recommendations of the French Anti-Corruption Agency, at least equivalent to the CLARINS Code of Conduct ;
- inform CLARINS without delay of any event that comes to its attention and which could result in it obtaining an undue advantage, financial or of any other nature, in connection with this contract or which could result in its liability or that of CLARINS under this Article;
- provide any assistance necessary to CLARINS to respond to a request from a duly authorized authority relating to the fight against corruption.

CLARINS reserves the right to carry out, or have carried out, any checks it deems necessary to ascertain the SUPPLIER's strict compliance with its obligations under this Article, throughout the duration of the commercial relationship and for a subsequent period of five (5) years after the last order, whatever the cause and/or basis thereof. It is understood that no undertaking of the SUPPLIER under these GTCP shall have the effect of obliging CLARINS to breach its obligations relating to the fight against corruption.

Any failure by the SUPPLIER to comply with the provisions of this Article shall be deemed to constitute a serious breach entitling CLARINS to cancel the order, but subject to payment of all damages and interest to which CLARINS may be entitled as a result of such breach.

The SUPPLIER alone will be liable for any failure to comply with the said legal or regulatory provisions, whatever they may be, without being able to call CLARINS to account.

CLARINS provides the SUPPLIER with a whistleblowing system to report any unethical behavior through a secure platform accessible at the following address: <https://report.whistleb.com/en/portal/clarins>.

14 - DEPENDENCE

CLARINS' relationship with the SUPPLIER shall be that of independent contractors, there being no joint and several liability between the Parties. These GTCP shall not be deemed to create any joint venture or partnership between the Parties and neither Party hereto shall have any right or authority to bind the other Party hereto.

The SUPPLIER undertakes to inform CLARINS in writing as soon as the proportion of his annual turnover (excluding VAT) corresponding to all the orders placed by CLARINS during the year in question exceeds the threshold of 25% (twenty-five per cent) of such turnover. The SUPPLIER shall ensure that it is never in a situation of dependence on CLARINS, and undertakes to constantly diversify its customer base.

15 - OUTSOURCING

Except with the prior written agreement of CLARINS, the SUPPLIER may not subcontract all or part of the order.

In the event of prior written agreement from CLARINS, the SUPPLIER will be solely responsible to CLARINS for the quality of the sub-contracted services and will retain final responsibility for the performance of its assignment, from a technical and pecuniary point of view.

The SUPPLIER undertakes to ensure that its sub-contractor complies with all the provisions of these GTCP, in particular with regard to personal data.

16 - INSURANCE

The SUPPLIER undertakes to take out an insurance policy with a company known to be solvent:

- Professional liability insurance;
- A commercial general liability insurance policy before and after delivery, guaranteeing it for sufficient amounts against the pecuniary consequences of the civil liability it may incur in the event of bodily injury, material or immaterial damage, consecutive or otherwise, caused to CLARINS, CLARINS' customers or to third parties in the context of the execution of one or more orders.

The SUPPLIER undertakes to provide proof of the insurance policies taken out and of payment of the premiums at CLARINS' first request, it being understood that the amounts of the insurance cover shall in no way constitute a waiver by CLARINS against SUPPLIER in excess of the said amounts, nor any limitation of SUPPLIER's liability.

17 - APPLICABLE LAW AND JURISDICTION

All disputes to which these GTCP may give rise, concerning their validity as well as their interpretation, their performance, their termination, their consequences and their consequences will be subject to the jurisdiction of the state and federal courts in the Borough of Manhattan, New York, NY and the Parties agree to submit to the exclusive jurisdiction of such courts and agree not to assert any objections thereto..

All disputes to which these GTCP may give rise, concerning their validity as well as their interpretation, their performance, their termination, and their consequences, shall be interpreted and construed in accordance with the federal law of the United States and the laws of the state of New York without regard to any conflict of law provisions.

18 - PERSONAL DATA

The Parties undertake, each insofar as it is applicable, to comply with all the legal and regulatory obligations incumbent on them in terms of the protection of personal data, in particular Law 78-17 of 6 January 1978 in its latest amended version and Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter "GDPR"). CLARINS attaches particular and strategic importance to compliance with these regulations and expects the Supplier to comply with them.

For the purposes of managing their relations and contacts with each other, the Parties are required, each on its own behalf, to process the personal data (in particular surname, first name, email address, telephone number) of the signatories, staff and participants of the other Party ("Data Subjects") in their capacity as data controllers within the meaning of Article 4.7 of the GDPR. This processing is necessary for the purposes of the legitimate interests (in terms of management, organization and monitoring) pursued by each Party or is part of a legal obligation to which the Parties are subject.

The personal data of Data Subjects will be available from the contact person for each of the Parties. It will be kept for as long as is necessary for the purposes pursued, in accordance with the regulations in force.

Data Subjects have the right to access, rectify and delete data concerning them, as well as the right to object to and limit processing. These rights may be exercised directly with each of the Parties.

Data Subjects may, at any time, initiate a complaint with a supervisory authority, in particular in the Member State in which they have their habitual residence, their place of work or the place where they consider that a breach of the regulations has occurred.

Each Party guarantees that it will process personal data lawfully, fairly and transparently, in accordance with the regulations in force and in particular Articles 6 and 13 of the GDPR.

The Parties shall refrain from communicating to a third party, in any form whatsoever, the personal data exchanged between them, or from using such data in any way not intended by the Parties. In accordance with the regulations in force, the Parties undertake to take all necessary precautions to preserve the confidentiality and security of personal data and in particular to prevent it from being stolen, distorted, damaged or communicated to unauthorized persons. The Parties also undertake to take the necessary technical and organizational security measures to protect personal data against accidental or unlawful destruction, accidental loss or alteration in accordance with the applicable laws on the protection of personal data.

Each Party undertakes to process personal data only for the strict purposes of fulfilling the order.

Personal data processed as part of the order and/or these GTCP shall be kept for the period strictly necessary for the purpose for which it is processed and shall then be deleted.

The SUPPLIER undertakes to notify CLARINS without delay of any security breach likely to affect the security of personal data at ciso@clarins.com cc dpo@clarins.com, and to carry out such investigations as may be necessary to provide CLARINS with all relevant information on the nature and extent of any personal data that may have been affected, and the corrective measures taken or to be taken to prevent any recurrence of such a breach, all at SUPPLIER's expense.

19 - FINAL PROVISIONS

If any of the provisions of these GTCP are found to be invalid by a competent court, they shall be deemed unwritten and null and void, but only the invalid provision shall be deemed unwritten and null and void.

CLARINS reserves the right to modify these GTCP in order to bring them into conformity with all new legislation and regulations applicable to existing relations between CLARINS and its suppliers.

No waiver by CLARINS of any term of these GTCP shall constitute a continuing waiver or consent or commit CLARINS. To provide a waiver or consent in the future except to the extent specifically set forth in a writing signed by a duly authorized representative of CLARINS.