

# Terms & Conditions of Sale

## Company IC Individual Cosmetics GmbH

### 1. General

Thank you for your PO, which we accept subject to the exclusive applicability of these Terms & Conditions of Sale. The Terms & Conditions of Sale shall also apply to all future transactions with the orderer, unless they are replaced by new ones. The orderer shall accept the following "Terms & Conditions of Sale (TCS)" as binding by placing its order. Any other arrangements shall require written form.

### 2. Validity - Prices

Deliveries shall always be executed at our relevant valid prices. Upon issuance of new prices, all previous price quotes, including those on older PO forms, shall lose their validity. Our price quotations shall apply only to the sale of the stated products to resellers (cosmetic studios, beauty farms or the like). IC Individual Cosmetics GmbH shall not be obliged to deliver each PO (= offer under section 145 *BGB* [German Civil Code]) of an orderer.

The sales prices indicated by us shall only be recommendations and shall include the VAT applicable at the time of delivery. Discounts in case of a larger purchase in the form of discounts in kind or the like shall be possible and shall be those specified in the relevant conditions applicable to the current year.

### 3. Delivery

A minimum order value shall be waived. Delivery within German shall already be effected free of freight and packaging costs from a goods value of € 50.00 plus VAT onwards. For shipments below this value, a shipping and packaging cost lump sum in the amount of currently € 6.00 plus VAT shall be additionally invoiced per shipment. Shipments outside Germany shall be governed by other provisions, which are available on request in the individual case.

For cash on delivery in Germany, a COD fee in the amount of currently € 5.00 (plus current DHL charges on site of € 2.00) shall be added. The fee of € 5.00 shall be waived, unless the orderer undercuts a minimum goods value per shipment of € 150.00 plus VAT.

#### **4. Dispatch / Passage of Risk**

The risk of accidental destruction or accidental deterioration of the goods shall pass to the orderer once the goods are sent off to the orderer (leave the plant).

We shall send your ordered items exclusively as insured package. Once you acknowledge reception of the package with the deliverer by your signature, you shall confirm that you have received the delivery in good order and condition. From this moment on, we shall no longer be in a position to assert potential transport damage. The transport damage may not be proven without a note of you. This would only unnecessarily delay the handling as well as any potential replacement delivery performed. We would thus kindly ask you to check the packaging for any kind of damage **before** you sign.

If you notice any, even only slight damage to the packaging, please ask the deliverer to record it and do not sign before this has been done!

You should then open the package and verify whether the goods were damaged. If this is the case, please send an e-mail with the following content to [service@individual-cosmetics.com](mailto:service@individual-cosmetics.com):

1. PO number, order number or invoice number
2. How many packages were damaged?
3. What item is affected by the damage?
4. Description of the damage
5. Images of the packaging and of the damaged goods

Once this information has been received, we shall contact you regarding the further course of action, usually within 24 hours, in writing or by phone.

#### **5. Force Majeure**

Force majeure, business disruptions, delivery date exceedances by upstream suppliers, raw material, energy or labour shortage, difficulties in the procurement of means of transport, traffic disruptions and injunctions from higher authorities shall exempt us from the delivery obligation for the duration of the disruption and to the extent of its effect.

## **6. Payment**

- 6.1 Our prices shall apply, in principle, ex works (see also clause 3).
- 6.2 Unless agreed otherwise in writing with the orderer, the purchase price shall be due in parallel with the date of dispatch.
- 6.3 After the maturity date, our receivable shall bear interest without any further warning at a default interest rate of 9% above the relevant valid basic rate of interest of the ECB. This shall not exclude the assertion of further damage.
- 6.4 The orderer shall have the right to offset only if its counterclaims have been determined without further legal recourse or are undisputed. The orderer shall be entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

## **7. Retention of Title**

We retain title to the delivered item until all receivables from the delivery agreement have been paid in full.

Accesses by third parties to the goods delivered subject to retention of title must be reported by the orderer without delay.

Injunctions outside the ordinary course of business, such as chattel mortgages, pledges and the like, shall not be permitted. We must be immediately notified of attachments, with the creditor being specified. The orderer shall be entitled to re-alienate the goods subject to retention of title in the normal course of business. The orderer shall already now assign to us the receivables from the re-alienation of the goods subject to retention of title in the amount of the invoice amount (incl. VAT) agreed with us.

If the orderer fails to meet its payment obligation despite a warning, we may demand surrender of any goods subject to retention of title that are still in our ownership without any prior setting of a time limit. The transport costs incurred in this context shall be borne by the orderer. The attachment of the goods subject to retention of title by the seller shall always operate as a withdrawal from the agreement. After the goods subject to retention of title have been retained, the seller shall be authorised to realise them. The realisation proceeds are to be credited against the orderer's liabilities, minus reasonable realisation costs.

## **8. Warranty**

IC Individual Cosmetics GmbH shall be under a warranty obligation if the orderer notified an obvious defect in good time (within 8 days after reception of the goods) in writing; this shall also apply to potential shortfalls.

Where, despite all due care taken, the delivered goods exhibit any defect that had already been existing at the time of passage of risk, we shall, at our option, perform subsequent improvement or deliver replacement goods.

If cure fails, the orderer may withdraw from the agreement.

Claims for defects shall not exist where there is only an insignificant deviation (e.g. as a result of the natural raw materials) from the agreed nature. Any further claims of the orderer, especially claims for damages, shall be excluded.

Goods subject to complaints may be returned only with our consent. Goods returned without just cause under law or under our GTCS shall not be received.

Take-backs due to potential individual intolerances shall be excluded. Reconditioning costs may be charged for returns taken back. Returns resulting from obsolescence or material planning errors on the orderer's part may not be taken into account.

## **9. Trademarks and Brand Names**

Our trade names and the brand names, photos and advertising texts allocated to our products may be used only with our prior written consent. Our products may be sold only in original packaging. They must be neither repacked nor filled up or decanted. Any sale on the Internet shall require the explicit written consent by Individual Cosmetics GmbH.

## **10. Miscellaneous**

This agreement and the entire legal relationships of the parties shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Law.

The place of performance and place of exclusive jurisdiction for all disputes from this agreement shall be our place of business.

If individual provisions of this agreement are or become ineffective or contain a loophole, this shall not affect the remaining provisions. The parties undertake to replace the ineffective arrangement by agreeing on a legally admissible arrangement, which shall come closest to the economic purpose of the ineffective arrangement or fill such loophole.

## **Data Protection**

We are obliged under the *Bundesdatenschutzgesetz (BDSG)* [German Federal Data Protection Act] to notify you that the data relevant for our business relationships will be retained electronically.

Effective 23/06/2020