

GENERAL TERMS AND CONDITIONS

1. General

- 1.1 All sales, deliveries and projects entered into by JÜSTRICH COSMETICS AG are subject to the General Terms and Conditions set out below.
- 1.2 These General Terms and Conditions shall apply unless the parties have made separate agreements in writing for the matters governed by these General Terms and Conditions. Any such separate agreements shall replace the General Terms and Conditions only in the matters specifically indicated.
- 1.3 Ordering, accepting or storing products delivered by JÜSTRICH COSMETICS AG or its suppliers, automatically represents the acceptance of these General Terms and Conditions. The purchaser's own general terms and conditions will not be recognised by Jüstrich Cosmetics AG, even if no specific objection is raised at the time.
- 1.4 If any provision of these General Terms and Conditions proves to be wholly or partially invalid, the other provisions shall remain unaffected.

2. Offers and contracts

- 2.1 Contracts relating to individual products and deliveries shall be deemed legally binding as soon as JÜSTRICH COSMETICS AG has sent the appropriate confirmation order to the purchaser. In all eventualities, the contract shall be deemed fulfilled once the products have been delivered by JÜSTRICH COSMETICS AG, unless the purchaser raises an immediate objection and returns them within one working day.
- 2.2 JÜSTRICH COSMETICS AG reserves proprietary rights, copyright and other legal rights to all illustrations, calculations, formulas, product dossiers, technical descriptions and other documents. The purchaser may only reproduce, use, disclose to third parties or otherwise use this material for him/herself, his/her business or third parties with the written consent of JÜSTRICH COSMETICS AG. This provision applies irrespective of whether JÜSTRICH COSMETICS AG has identified such material as confidential or trademarked.

3. Scope of delivery

- 3.1 The order confirmation alone shall determine the scope and specification (including packaging) of a product, of a delivery or of a service. Materials or services that are not listed therein may be charged additionally to the purchaser in accordance with the price list of JÜSTRICH COSMETICS AG or, in the absence thereof, at normal market prices.

4. Technical documents

- 4.1 Information and other technical data which appear in catalogues or advertising documents, in whatever form they may take, are for informational purposes only and are not binding on JÜSTRICH COSMETICS AG. JÜSTRICH COSMETICS AG will in any eventuality only be bound by information confirmed in writing. JÜSTRICH COSMETICS AG cannot be held responsible if a product has been described incorrectly through genuine error.
- 4.2 Technical documents such as drawings, descriptions, illustrations and the like are binding only insofar as they are declared part of the contract in the order confirmation. JÜSTRICH COSMETICS AG reserves the right to make necessary changes at any time, as it sees fit.

5. Regulations in the country of destination

- 5.1 All products are developed and manufactured by JÜSTRICH COSMETICS AG in compliance with GMP regulations for cosmetics. If deviating or additional statutory, official or other regulations and standards in the country of destination are to be observed in the performance or delivery of the order, the purchaser shall notify JÜSTRICH COSMETICS AG in writing no later than the date on which the order is placed. Should this be the case, JÜSTRICH COSMETICS AG will endeavour to vary the product in accordance with the deviating regulations, whereby all additional costs associated therewith are to be borne by the purchaser.
- 5.2 At the same time, the purchaser must inform JÜSTRICH COSMETICS AG of any regulations and standards relating to health and safety at the place of intended use of the object of delivery. If the purchaser omits to provide these instructions, he/she cannot then assert warranty or compensation claims.
- 5.3 JÜSTRICH COSMETICS AG assumes no liability for the regulatory approval and saleability of the products in a particular country unless this has been agreed individually in writing.

6. Prices

- 6.1 All prices quoted by JÜSTRICH COSMETICS AG are net and ex works.
- 6.2 Incoterms (Incoterms 2000) shall apply only if mutually agreed in advance.
- 6.3 The currency for payment shall be as stated in the order confirmation issued by JÜSTRICH COSMETICS AG. In the absence of any such agreement, the order will be invoiced in CHF.
- 6.4 All incidental costs such as VAT, authorisations, notarisations etc shall be borne by the purchaser.

7. Terms of payment

- 7.1 If no varying terms of payment have been agreed, the purchaser shall pay 50% of the purchase price (net) upon placing the order and 50% (net) upon delivery. Payments are to be made at the domicile of JÜSTRICH COSMETICS AG.
- 7.2 If the purchaser is in default with the down-payment or with previous payments to JÜSTRICH COSMETICS AG, JÜSTRICH COSMETICS AG has the right to withhold the delivery. All delivery times and dates will then be extended by the duration of the default of payment.
- 7.3 All bank charges etc associated with payment shall be borne by the purchaser.

8. Retention of title

- 8.1 JÜSTRICH COSMETICS AG remains the owner of all deliveries until full payment has been received in accordance with the contract. JÜSTRICH COSMETICS AG is entitled to make corresponding entries in the retention-of-title register. In all eventualities, the formulas and product dossiers remain the exclusive property of JÜSTRICH COSMETICS AG.

9. Delivery time and delivery delay

- 9.1 The delivery deadline or the agreed delivery date specified by JÜSTRICH COSMETICS AG in the order confirmation shall be definitive.
- 9.2 JÜSTRICH COSMETICS AG is entitled to extend the delivery period and/or delivery date in the event that there is a delay in the arrival of packaging material or graphics data to be supplied by the purchaser, or if there is a delay in the delivery of raw materials and packaging material, providing these were ordered immediately after we sent out our confirmation of order, or if we are otherwise hindered by force majeure.

10. Defects

- 10.1 The purchaser is obliged to check immediately upon delivery or acceptance of the goods whether the products delivered by JÜSTRICH COSMETICS AG comply with the contract. The purchaser must notify JÜSTRICH COSMETICS AG of any damage, defects or complaints immediately in writing, but in any case no later than ten days after delivery. If the purchaser fails to notify us within this period, the deliveries and services shall be deemed approved. Any hidden defects must be reported in writing to JÜSTRICH COSMETICS AG immediately upon discovery, and at the very latest before expiry of the guarantee period (see Clause 11.1 below).
- 10.2 The above provision also applies in the case of a replacement delivery or subsequent remedy (see Clause 11.3 below).

11. Warranty and liability for defects

- 11.1 In the absence of an agreed variation to these terms, warranty for deliveries made by the seller expires six months from the date of delivery.
- 11.2 The liability of JÜSTRICH COSMETICS AG is limited to the quality of the products as defined in the standard specifications. The warranty regarding the stability/durability of the products remains valid only on condition that they are correctly stored and/or transported. The purchaser will be obliged to provide proof of this. The general guarantee of microbiological purity refers to the date and time of delivery. JÜSTRICH COSMETICS AG assumes no liability for the suitability of the products for the purpose intended by the purchaser. Instructions for use, recommendations and suggestions from JÜSTRICH COSMETICS AG are given or made to the best of our knowledge. However, they are non-binding and do not exempt the purchaser from performing his/her own tests. Damages resulting from improper use of the products is not covered by the warranty. Any changes made to the product by the purchaser without the written permission of JÜSTRICH COSMETICS AG will automatically nullify our warranty.
- 11.3 In the event that a product is shown to be defective, JÜSTRICH COSMETICS AG will, under the terms of the warranty and at its own discretion, either remedy the defect or replace the product free of charge or reimburse the purchaser to the value of the products at the time they were invoiced. All further claims, in particular any obligation to pay compensation, are excluded. The purchaser is to allow JÜSTRICH COSMETICS AG a reasonable length of time in which to remedy the defect.

12. Exclusion of further liability of JÜSTRICH COSMETICS AG

- 12.1 Any alleged breach of contract by JÜSTRICH COSMETICS AG and its legal consequences as well as all claims made by the purchaser, irrespective of the legal grounds on which they are based, are to be resolved solely on the basis of these General Terms and Conditions. In particular, all claims for compensation, relief, cancellation of the contract or withdrawal from the contract unless explicitly mentioned here are excluded. In no case shall the purchaser be entitled to compensation for loss or damage not caused by the item itself, e.g. loss of production, loss of use, missed orders and loss of profits as well as other direct or indirect loss or damage.
- 12.2 Furthermore, the obligation of JÜSTRICH COSMETICS AG to pay compensation, irrespective of legal grounds, is limited to the invoice value of the goods supplied by JÜSTRICH COSMETICS AG involved in the loss or damage that the purchaser claims to have sustained. This limitation of liability does not apply to unlawful intent or gross negligence on the part of JÜSTRICH COSMETICS AG. It does, however, apply to unlawful intent or gross negligence on the part of external auxiliary persons.

13. Indemnity for claims for damages made by third parties / Product liability

- 13.1 If JÜSTRICH COSMETICS AG is sued by a third party for loss or damage arising from use of the products supplied, the purchaser shall indemnify JÜSTRICH COSMETICS AG against any resulting expense if the products have been changed by him/her without written permission or if he/she has made them the subject of false claims or made improper recommendations about their purpose and application. In any such eventuality, JÜSTRICH COSMETICS AG will inform the purchaser immediately in writing of the assertion of such claims and give him/her the opportunity to respond.
- 13.2 The parties are obliged to enter into court or arbitration proceedings instituted by third parties to enforce claims for loss or damage insofar as it may be necessary to counter such claims. The parties are obliged to provide mutual support and assistance in such cases.
- 13.3 Subject to any agreed variation to these terms, the products delivered by JÜSTRICH COSMETICS AG are intended for distribution only in the country named in the order as the place of delivery. If JÜSTRICH COSMETICS AG is nonetheless held liable for its products on the basis of the legal system of another country, it is fully entitled to seek recourse from the purchaser.

14. Changes and interpretation

- 14.1 Any changes to these General Terms and Conditions must be made in writing. Changes notified by letter, fax or e-mail are also to be considered as written.
- 14.2 In the interpretation of the General Terms and Conditions, the German version shall prevail, even if versions or translations exist in another language.

15. Applicable law and jurisdiction

- 15.1 The contract is governed exclusively by Swiss law, excluding the provisions of Swiss international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 15.2 All disputes and proceedings arising out of or in connection with the contract shall be resolved exclusively by the court located in the town of the registered office of JÜSTRICH COSMETICS AG, currently Berneck SG.

16. Date of applicability

- 16.1 These General Terms and Conditions apply from 1 January 2011.