

Date: April 2nd, 2019

Gorgeous Business BV

Sales Terms & Conditions

THIS GENETRAL TERMS and CONDITIONS of SALES DOCUMENT is made this 02 April 2019 (the “Effective Date”)

Definitions

In this document, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means this agreement and the Schedules attached hereto;
“Contract”	any present and future written agreement concluded between Vendor and its contractual Purchaser;
“Vendor”	Gorgeous Business BV, registered at Emmalaan 22, 2405GD Alphen aan den Rijn;
“Data”	means any drawings, illustrations, photos calculations, specifications, and other documents made available to the Purchaser;
“Purchaser”	a legal entity, to which Vendor delivers goods and services based on purchase orders issued by Purchaser under de terms and conditions of a Contract;
“GTCS”	General Terms and Conditions of Sales described in this document, which apply to all and any business relationship between Vendor and Purchaser. The GTCP are therefore an integral part of any present and future Contract concluded between Vendor and its contractual Purchaser.

Article 1 – Scope

- (1) These GTCS apply to all and any business relationships between Vendor and its contractual Purchaser. The GTCS are therefore an integral part of any present and future Contract concluded between Vendor and its Purchaser(s) in relation to the deliveries and services offered by Vendor to Purchaser. They shall also apply to all future purchase orders or other orders.
- (2) The GTCSs further apply to the Vendor's legal successors as well as to its associated companies.
- (3) All and any deviating terms and conditions of Purchaser or third parties shall not apply, even if Vendor does not expressly object to them.

Article 2 – Offer and agreement

- (1) Any offer/quotation made by Vendor shall be without prejudice and subject to Contract, unless explicitly stated otherwise or in the event that said offer includes a period for acceptance. The acceptance period for orders or offers/quotations shall be 7 (seven) calendar days beginning on the day of receipt of said order or offer.
- (2) All legal relations between Vendor and Purchaser shall be governed by a written purchase agreement, Contract, of which the GTGS are an integral part. Verbal agreements/commitments shall be without prejudice.
- (3) Any and all changes and/or additions to the Contract including the GTGS shall be valid only when made and agreed upon in writing.
- (4) All and any information and details provided by Vendor pertaining to the delivery items or the service (e.g. weight, measurements, values, load capacities, tolerances and technical specifications) as well as descriptions thereof (e.g. drawings and illustrations) shall only be indicative and shall never bind Vendor, as far as the usability for the contractually stipulated purpose does not require an exact match. In particular, they do not constitute guaranteed features, but are mere descriptions or characterizations of said delivery item or service. Any deviations as well as deviations arising from legal regulations are permitted, as long as they do not impair the usability for the contractually stipulated purpose.
- (5) Vendor retains the ownership or copyright of all offers and cost estimates issued by Vendor, as well as drawings, illustrations, calculations, brochures, and other documents made available to Purchaser. Without Vendor's express written consent, Purchaser may not make these objects, or the content of said objects, accessible to third parties or make them known to third parties, or have them used or reproduced, either by Vendor or by any third parties.
- (6) Unilateral cancellation of Contract by Purchaser shall be null and void, unless Vendor agrees to such cancellation in writing.

Article 3 – Price and payment terms

- (1) The prices stated and/or agreed upon between Vendor and Purchaser shall apply for all deliveries and services included in the conformation of a purchase order and shall be exclusive of Value Added Tax (VAT). Prices are quoted in EURO ex works plus packaging, legal VAT, customs for export deliveries plus duties and any other official charges.
- (2) All taxes or levies due to the goods being destined for delivery shall be borne by Purchaser.
- (3) Insofar as the stated and/or agreed prices are based on the weight of the goods, this weight shall be determined by calibrated weighing scales by Vendor prior to delivery. Purchaser shall have the right to be present at said weighing, provided the delivery shall not be delayed because of this. Purchaser shall ensure to be present in due time.
- (4) In the event that the stated and/or agreed prices are (also) based on restitutions of levies and/or on subsidies, whereas these are not obtained for whatever reason, Vendor is entitled to adjust the prices accordingly. Furthermore, Vendor is entitled to adjust prices, if the delivery is scheduled to take place more than 3 (three) months after the conclusion of the Contract and current list prices have increased by more than 2.0 % (two point zero percent) in the period of time past between Contract closure and delivery.
- (5) Invoiced amounts are due immediately and in full as per invoice date, unless otherwise agreed in writing. Any and all payments shall be made without deduction or settlement in the currency stated on the invoice. In the event that Purchaser alleged to have a claim against Vendor in connection with the performance of the Contract, Purchaser will not be discharged from the obligation to pay in the manner agreed. Timeliness of the payment shall be determined on the basis of receipt of payment by Vendor. In the event that Purchaser fails to effect payment as per the due date, the outstanding amounts shall accrue interest at 5% p.a. The right to claim higher interest rates and additional damages shall remain unaffected. Purchaser shall bear any occurring bank or transfer costs in full. In the event that any such costs arise at Vendor's end, Vendor shall invoice Purchaser accordingly.
- (6) Unless undisputed by Vendor or finally and legally determined by a court of law, set-off with counterclaims or withholding payments on part of Purchaser is not permitted.
- (7) Vendor shall be entitled to carry out or provide outstanding deliveries or perform outstanding services only against advance payment or a security deposit if, after the conclusion of Contract, Vendor becomes aware of circumstances, which are qualified to considerably reduce Purchaser's creditworthiness, and on account of which the payment of Vendor's outstanding demands from relevant contractual relations (including those from other individual orders based on the same framework agreement) is put at risk.

- (8) Purchaser, at Purchaser's own expense, shall be entitled to demand Vendor to provide product samples prior to delivery. In the event that Purchaser is issuing such request, the quality and characteristics of the goods are deemed accepted.

Article 4 – Delivery, time of delivery

- (1) Delivery shall be made ex works.
- (2) In international trade, these terms of delivery are to be interpreted and construed in the light of the Incoterms - published by the International Chamber of Commerce - regarding the delivery of goods in force at the time of the conclusion of Contract.
- (3) Proposed periods and times of delivery of goods and services by Vendor are always only approximate, unless a fixed period or a fixed time has been expressly stated or agreed. Insofar as shipment has been agreed, delivery periods and times shall refer to the time of handover to the forwarding agent, freight carrier or other third parties commissioned for the transport.
- (4) The delivery period shall commence at the latest on:
- a) the date of conclusion of Contract
 - b) the date at which Vendor has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc, needed for the delivery of the goods
 - c) the date of receipt of an advance payment and/or the date of provision of a security Vendor is entitled to in accordance with the agreement.
- (5) Notwithstanding its rights with respect to defaulting on Purchaser's part, Vendor is entitled to demand an extension of the periods of delivery of goods and services or a postponement of delivery times of goods and services if and when Purchaser fails to meet his contractual obligations.
- (6) Vendor is not liable for delays in delivery insofar as these have been caused by force majeure or other events, which were not foreseeable at the time of the conclusion of Contract and for which Vendor cannot be held responsible. This includes, among other things, operating disruptions of all kinds, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, lack of workforce, energy or raw materials shortages, difficulties in procuring necessary official approvals, official measures or non-delivery or incorrect or late delivery by suppliers. Insofar as such events make it considerably more difficult or impossible for Vendor to deliver its goods or services and the hindrance is not merely of a temporary duration, Vendor is entitled to withdraw from Contract. In case of temporary hindrances, the period of delivery of goods and services shall be extended or the time of delivery of goods and services shall be postponed for the duration of the hindrance plus a reasonable lead-time.
- (7) Vendor is entitled to carry out partial deliveries if:

- b) the partial delivery is usable by Purchaser within the framework of the contractually stipulated purpose,
 - c) the delivery of the remaining ordered goods is ensured, and
 - d) the partial delivery causes no extensive additional expenditure or additional costs for Purchaser (unless Purchaser declares his readiness to assume these costs).
- (8) In the event that Vendor defaults in making the delivery of goods or services, or if said delivery becomes impossible, Purchaser shall have the right to withdraw from Contract. Vendor will refund Purchaser any advance payments, however without any compensation for interest.

Article 5 – Place of performance, dispatch, packaging, transfer of risk, acceptance

- (1) Unless otherwise mutually agreed in writing, place of performance for all contractual obligations shall be Vendor's registered office in Alphen aan den Rijn.
- (2) The mode of dispatch and packaging are at the due discretion of Vendor.
- (3) At the latest, transfer of risk to Purchaser shall occur with the handover of the object of delivery (commencement of the loading process is crucial) to the forwarding agent, freight carrier or other third party specified for carrying out the dispatch. This also applies if partial deliveries are made or Vendor has taken on other services such as dispatch. If dispatch or handover is delayed due to circumstances that Purchaser has to answer (default of acceptance), the transfer of risk to Purchaser takes place on the day Vendor is ready for dispatch and has notified Purchaser to this effect. After uneventful expiry of the delivery period, Purchaser shall be in default of acceptance, with no prior written warning to this effect being required.
- (4) Storage costs incurred after the transfer of risk shall be borne by Purchaser. In the event the goods delivery to- or the goods unloading at the agreed place, is obstructed by circumstances attributable to Purchaser, Vendor shall have the right either to take the goods back or to store the goods (or have them stored) at the expense and risk of Purchaser. If storage is arranged by Vendor, the storage costs shall be €5 per pallet per week for the delivery goods to be stored. The right to claim additional storage costs by Vendor or provide evidence of lower storage costs by Purchaser remains unaffected.
- (5) Vendor shall insure the shipment against theft, breakage, transport, fire and water damage, or any other insurable risks only upon specific and written request by Purchaser and at Purchaser's expense.
- (6) Insofar as acceptance of the object of purchase is required, the object of purchase shall be deemed legally accepted when:
 - a) delivery is completed,
 - b) Vendor has indicated this to Purchaser under the provisions of notional

- acceptance as per Article 5 (6) and has called upon Purchaser to accept,
- c) 14 (fourteen) calendar days have passed since completion of delivery, or
 - d) Purchaser has started to use the delivered items 7 (seven) calendar days after completion of delivery.
- (7) Vendor shall not take back disposable packaging. Taking back reusable packaging is at Vendor's discretion. Vendor shall have the right to charge Purchaser for reusable packaging as a separate item on the invoice.
 - (8) In the event that Purchaser returns – at Purchaser's expense - reusable packaging to Vendor, only upon receipt of a credit note issued by Vendor shall Purchaser be entitled to deduct the value of the returned reusable packaging from the invoice amount.

Article 6 – Complaints and warranty

- (1) The warranty period is one year from the date of delivery or, insofar as acceptance is necessary, from date of acceptance.
- (2) Immediately after delivery, the delivered goods are to be carefully inspected by Purchaser or a third party specified by Purchaser. The goods shall be deemed approved, unless Vendor receives a written notification of defects pertaining to apparent defects or other defects, which were observable on immediate, careful inspection within 2 (two) working days after delivery of the goods or, alternatively, within 1 (one) working day of the discovery of the defect or the time when the defect was observable for Purchaser in the course of regular use of the goods without closer inspection.
- (3) Purchaser shall not be entitled to return delivered goods to Vendor without Vendor's written consent. Any costs arising from returning the goods shall be borne by Purchaser.
- (4) Notices of defects shall be restricted to quantity, weight and characterization of the goods and to the non-conformity of the delivered goods with the product sample(s) Vendor made available to Purchaser prior to delivery.
- (5) The warranty becomes void if
 - a) Purchaser modifies or allows a third party to modify the goods delivered without the approval of Vendor and if the rectification of defects is made impossible or unreasonably harder as a result of such actions. In each case, Purchaser shall bear the additional costs of rectification of defects caused by the modification,
 - b) Contract refers to the delivery of used or damaged goods,
 - c) the defects are caused by normal wear and tear, inexpert and/or incorrect treatment, use and/or storage or maintenance of the goods,
 - d) Purchaser has not immediately given Vendor the opportunity to investigate the complaints and fulfil its obligations
 - e) Purchaser has not, not in time or not sufficiently, fulfilled any obligation resting with Purchaser.

Article 7 – Liability for damages

- (1) Vendors's liability under the agreement shall be limited to fulfilment of the obligations described in the Contract including these GTCSs.
- (2) Vendors shall not be liable for economic damages (loss of profit) or any other consequential damages incurred by Purchaser.
- (3) With the exception of gross negligence or intent, Vendor shall not be liable for direct or indirect damages, including loss of profit, resulting from the infringement of any intellectual or industrial property rights, licences or any other rights of third parties.
- (4) In the event that Vendor is held liable by any third party for any damage for which it is not liable pursuant to these GTCSs or otherwise, Purchaser shall be obliged to indemnify the Vendor against such damage and liability, and to compensate Vendor for any possibly ensuing costs, damage and interest.
- (5) The preceding exclusions and limitations of liability apply to the same extent in favour of Vendor's management, legal representatives, employees and other vicarious agents.

Article 8 – Withdrawal and dissolution

- (1) Vendor shall be entitled to suspend the execution of Contract up to 3 (three) months or to partially or completely withdraw from it:
 - a) in the event that Purchaser does not, not in time or sufficiently fulfil one or more of his contractual obligations,
 - b) in the event of bankruptcy, insolvency, complete or partial discontinuation of production, transfer or encumbrance of Purchaser's business, including the transfer or pledging of an important part of his accounts receivable,
 - c) in the event that any goods or receivables of Purchaser are subject of on going or concluded legal proceedings.
- (2) The partial or complete withdrawal shall be made in writing without a reminder or a court order being required.
- (3) In the event that Vendor suspended the execution of Contract, it shall be at Vendor's discretion at the end of the suspension period to opt for execution or complete or partial dissolution of Contract.
- (4) In the event of suspension or partial dissolution by virtue of the provision of the previous paragraphs
 - a) the agreed price shall be immediately due and payable, after deduction of any costs not incurred by Vendor as a result of the suspension or the partial dissolution,
 - b) Purchaser shall be obliged to take possession of the goods paid for. Failing in doing so shall entitle Vendor to have these goods stored at the

risk and expense of Purchaser or to have them sold at Vendor's expense.

- (5) In the event that Purchaser returns the goods received by Purchaser from Vendor after dissolution of Contract, said returning of the goods shall at all times be at the risk and expense of Purchaser, until said goods have been taken possession of by Vendor.

Article 9 – Title retention

- (1) Vendor retains title of ownership to the delivered goods and future deliveries of goods until full payment has been made. This also applies in the event of impairment of performance on Purchaser's side.
- (2) Purchaser shall be obliged to store the delivered goods under retention of title with the necessary care, and to store them as identifiable property of Vendor. During the period of retention of title, Purchaser shall furthermore be obliged to insure the goods against damage or loss by whatever reason. Said insurance shall designate Vendor as (co-)insured with an independent right of claim toward the insurer(s), and Purchaser shall make the policies of these insurances available for inspection to Vendor upon request.
- (3) In the event of non-compliance with Contract upon grounds for which Purchaser is responsible, Vendor shall be entitled to repossess any goods delivered under retention of title that are still present at Purchaser's site immediately without prior notice of default. Purchaser irrevocably authorises Vendor to exercise its right to repossess insofar as is necessary.
- (4) In the event that and insofar as Vendor has exercised its right to repossess as referred in the preceding paragraph, Contract shall be dissolved completely or partially without any judicial intervention, without prejudice to Vendor's right to compensation for damage and costs. Purchaser shall then be credited with the market value (which on no account can be higher than the original purchase price), reduced by the damage suffered and costs incurred by Vendor.
- (5) Purchaser shall be entitled, exercising his trade and within the framework of Purchaser's business operations, to sell and deliver the goods delivered to Purchaser under retention of title to third parties. In the event of such sales, the debt payable by Purchaser to Vendor regarding the specific goods resold by Purchaser shall become immediately and fully due and payable, insofar as said claim was not already due and payable.
- (6) Purchaser shall be obliged to inform third parties of Vendor's retention of title. Furthermore, Purchaser shall be obliged to inform Vendor of the whereabouts of the goods, subject to its retention of title and of the person or company said goods have possibly been sold to, if so required by Vendor.

Article 10 – Confidentiality

Purchaser shall keep confidential toward third parties in the broadest sense all and any of Vendor's business information, facts and data, which Purchaser has become acquainted with in connection with the closure of this or other Contracts.

Article 11 – Final provisions

- (1) In the event of disputes resulting from or in connection with the business relationship between Vendor and Purchaser, Vendor may choose a jurisdiction. For disputes filed against Vendor, its registered office in Alphen aan den Rijn shall be the exclusive legal venue. Mandatory legal provisions pertaining to exclusive jurisdictions remain thereby unaffected.
- (2) The contractual relationship between Vendor and Purchaser shall be governed by and construed in accordance with Dutch law with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.
- (3) The consequences of individual regulations and of agreements, arising or resulting from or in connection with said regulations, being considered ineffective, are governed by statutory provisions, in the Dutch Civil Code.
- (4) Purchaser acknowledges that Vendor stores data collected within the framework of the contractual relationship in accordance with the European GDPR regulations and the Dutch AVG (Algemene Verordening Gegevensbescherming) regulations for the purposes of data processing. Vendor furthermore reserves the right to share said data with third parties (e.g. insurance companies), as deemed necessary to fulfil its contractual obligations.