

General Terms and Conditions of Payment and Delivery

1. Scope of application

1.1. These General Terms and Conditions of Payment and Delivery (hereinafter: "T&C") shall apply for all deliveries, services and offers from:

ADA Cosmetics International GmbH, 77694 Kehl, Germany

ADA Cosmetic GmbH, 77694 Kehl, Germany

Body Care Concepts GmbH, 77694 Kehl, Germany

ADA Cosmetics International GmbH, 6474 Jerzens, Austria

ADA Cosmetics International GmbH, 6300 Zug, Switzerland

ADA Hotelcosmetic SLU, Barcelona, Spain

Scandinavian Amenities A/S, 2730 Herlev, Denmark

ADA Far East Ltd., Hong Kong

ADA France Sarl., Strasbourg, France

(hereinafter together and each: "ADA") unless they are expressly amended or excluded in writing. The T&C shall apply only where the buyer is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity governed by public law or a special fund under public law.

1.2. The T&C shall apply in particular to contracts for the sale and/or supply of moveables (hereinafter also: "Goods"), regardless of whether ADA produces the Goods itself or purchases these from other suppliers (§§ 433, 651 BGB). The T&C shall apply in their respective version or the last version shared in writing as a framework agreement for future contracts for the sale and/or supply of moveables with the same buyer, without ADA having to refer to these in each individual case. The current version of the T&C can be found on ADA's website (www.ada-cosmetics.com).

1.3. The T&C of ADA shall apply exclusively. Deviating, opposing or supplementary general terms and conditions from the buyer shall not be recognised and shall not be a component of the contract even without an express written objection from ADA.

2. Conclusion of contract, prices, packaging costs

2.1 Offers from ADA are voluntary and non-binding. The contract shall be considered concluded when the buyer receives a written declaration of acceptance or an order confirmation after placing an order, where applicable within a period set for this.

2.2 The documents accompanying an offer, such as illustrations, drawings, weights and dimensions, descriptions of services and other properties and other information regarding the contractual products and services shall be for information purposes only. ADA shall not accept any liability for the accuracy of this information. ADA's catalogues are continually updated. Products are therefore subject to change. With respect to the nature and scope of the delivery, only the information contained in the order confirmation is authoritative. Specific properties of the Goods to be delivered shall only be deemed to have been guaranteed if this has been expressly agreed in writing. A reference to standards or agreed specifications or to a Goods catalogue shall serve only as a more detailed description of the Goods or services and is not a guarantee of their properties.

2.3 All prices shall apply ex works from ADA plus VAT and packaging (see section 3.1) and they are subject to price increases due to an increase in materials or labour costs. Where there is no particular agreement, packaging shall take

place at the discretion of ADA with its costs being charged to the buyer.

2.4 In cases of sales shipments (section 3.1), the buyer shall bear the transport costs ex works and, where applicable, the cost of the buyer's preferred transport insurance. Any tolls, fees, taxes and other public duties shall be borne by the buyer.

3. Delivery, passing of risk, despatch

3.1 Unless anything to the contrary is agreed in writing, all deliveries shall take place ex works from ADA, in 77694 Kehl, Germany, which is also the place of fulfilment. Upon request from, and at the expense of, the buyer, the Goods may be despatched to another place of destination (sales shipment).

3.2 Where there are no instructions from the buyer, ADA shall determine the carrier and the mode and means of transport. Transport insurance shall be concluded by ADA following a prior request from the buyer (section 2.4).

3.3 Partial deliveries are possible and can be proportionally invoiced and paid for if this is of interest for the buyer according to the purpose of the contract and no material additional expenses or extra costs arise for the buyer as a result.

3.4 The buyer assumes the risk of sudden loss or deterioration in the condition of the Goods no later than upon transfer to the buyer. For sales shipments, the risk of sudden loss or deterioration in the condition of the Goods and the risk of delay shall already be transferred to the haulier, carrier or to the other person or establishment designated for the execution of the despatch.

4. Delivery time, delay

4.1 Stated delivery times are only ever approximate and shall only be binding if this is expressly agreed in writing. The delivery period shall begin when the order confirmation is sent, but not before the provision of the documents, licences, permits and other formalities which the buyer must produce, and not before any agreed advance payments are made.

4.2 Insofar as ADA cannot adhere to binding delivery dates due to reasons for which ADA is not culpable (non-availability of service), ADA shall immediately inform the buyer thereof and simultaneously communicate the new expected delivery time. Should the service also not be available within the new delivery time, ADA shall be entitled to withdraw in part or in full from the contract; any remuneration already provided by the buyer shall be immediately reimbursed. In particular, cases that shall apply as non-availability of service in this context include delayed delivery by ADA's suppliers, if a congruent cover transaction is agreed whereby neither ADA nor ADA's suppliers can be considered culpable or if ADA is not obliged to purchase in the respective individual case. The seller's statutory withdrawal and termination rights, along with any statutory provisions on ending a contract if a service obligation is excluded (e.g. impossibility or unreasonable nature of the service and/or supplementary performance) shall remain unaffected. The buyer's withdrawal and termination rights according to section 9 of these T&C shall also remain unaffected.

4.3 The occurrence of a delivery delay on the part of ADA shall be determined according to the statutory provisions. In every case, however, a written reminder by the buyer is required.

4.4 If the buyer delays with respect to an essential obligation from the contractual relationship, ADA shall be entitled to extend the delivery period by the time of the delay. Section 5 shall also apply.

5. Acceptance, call orders

5.1 Deliveries must be accepted by the buyer, even if they contain minor defects and irrespective of his defect rights. The buyer shall be responsible for the costs of storage, insurance, protection measures etc. resulting from a delayed acceptance. Without further proof, he must pay at least 0.5% of the order value per week of the delay, up to a maximum of 5%. Proof of any higher damages and ADA's statutory claims (in particular damages from additional expenses, appropriate indemnity, termination) remain thereby unaffected; the lump sum according to clause 3 shall however be calculated against ongoing cash claims. The buyer shall bear the burden of proof for demonstrating that no or substantially less damage has been caused to ADA than that contained within the above clause 3. ADA may set the buyer a reasonable acceptance period in writing if he does not accept the Goods upon delivery. ADA's right to request the purchase price shall remain unaffected. After the expiry of this period, ADA may annul the contract in whole or in part with a written declaration and request compensation.

5.2 Supply agreements without a fixed delivery date ("on call delivery") are only possible by way of exception and if expressly agreed in a separate written agreement. ADA shall confirm the date from which the delivery may take place. Unless anything to the contrary is agreed, the Goods shall be available on call for a period of at most a year from the contract conclusion. After this period, ADA shall be entitled to make a complete delivery. Notice of call orders must be given at the latest 2 weeks in advance. The provisions of the separate agreement shall take priority over these T&C if they differ.

6. Payment

6.1 Unless anything to the contrary is agreed, all payments shall be due net and without any deductions immediately following receipt of the Goods. All payments shall take place in ADA's accounting currency and free of any transaction charges. Bills of exchange and cheques shall only be accepted on account of payment. In the event of customer-specific parts (custom-made products) or variants of the same, ADA shall have a basic right to advance payment in the amount of one third of the agreed purchase price.

6.2 In the event of delayed payment, the purchase price shall be subject to interest at the applicable statutory default interest rate for the duration of the delay. ADA reserves the right to assert a claim for further default damages. With respect to businesspeople, ADA's claim for commercial interest on maturity (§ 353 HGB [German Commercial Code]) remains thereby unaffected. If a partial payment is agreed and the buyer is in arrears with a sum of more than 10% of the outstanding purchase price, the total sum outstanding shall be payable immediately.

6.3 If it becomes apparent after conclusion of the contract that ADA's claim to the purchase price is jeopardised due to an inability to pay (e.g. through an application to open insolvency proceedings, issuing bad cheques), ADA shall be entitled in accordance with the statutory provisions to withhold performance and – if necessary, after setting a grace period – to withdraw from the contract (§ 321 BGB). In cases of contracts regarding the manufacture of non-represented objects (single-unit productions), ADA may declare withdrawal immediately; the statutory regulations regarding the dispensability of the grace period shall remain unaffected.

7. Responsibility for the Goods conforming to the contract

7.1 Unless otherwise stipulated in the following clauses, the statutory provisions shall apply for the rights of the buyer in the event of material and title defects (including incorrect or incomplete delivery and inappropriate assembly or defective assembly instructions). In all cases, the special statutory provisions for the final delivery of the Goods to a consumer shall remain unaffected (supplier regress as laid down in §§ 478, 479 BGB).

7.2 The basis of ADA's liability for defects is above all the agreements made on the condition of the Goods. In cases where the condition has not been agreed, statutory regulations shall be used to determine whether or not a defect is present (§ 434 (1) Clause 2 and 3 BGB). For public statements by the manufacturer or other third parties (e.g. advertising campaigns), however, ADA does not accept any liability.

7.3 Any claims for defects by the buyer rely upon the prerequisite that the statutory obligations to inspect and provide notice of defects (§§ 377, 381 HGB) have been fulfilled. If a defect is discovered during the inspection, the buyer must inform ADA of this in writing immediately following the delivery, at the latest within seven working days of the delivery. With respect to other defects, the Goods shall be considered as accepted by the buyer if the notice of defects does not take place immediately following the time at which the defect appeared, at the latest within seven working days from this point. It is sufficient for the notice of defects to be sent on time for this to be deemed as on time according to the above clauses 2 and 3. Should the buyer fail to conduct the proper inspection and/or provide notice, then ADA's liability for the undeclared defect shall be excluded.

7.4 The responsibility for proving the careful treatment and the proper, professional and dry storage of the Goods lies with the buyer.

7.5 If the Goods do not conform to the contract, ADA may initially remove the defect through its choice of a repair or a replacement following a request from the buyer, even in the event of significant defects. ADA is entitled to make provision of the respective subsequent performance contingent on whether the buyer has paid the purchase price due. The buyer shall however be entitled to withhold an appropriate portion of the purchase price, dependent on the defect. The buyer shall allow ADA the necessary time and opportunity for due subsequent performance and shall in particular hand over the Goods concerned for inspection. In the event of substitute delivery, the buyer must return the faulty object according to the statutory provisions. The expenses which are necessary for the purpose of subsequent performance, in particular transport, route, work and material costs, shall be borne by ADA if there is actually a defect. If a request to rectify a defect from the buyer proves to be unjustified, ADA can request that resulting costs are reimbursed by the buyer unless the lack of a defect was not apparent to the buyer.

7.6 The repair may also be undertaken by the buyer, in consultation with ADA, and shall take place at the recipient's contractually intended location. If the recipient's location differs from the buyer's place of business, this must be disclosed to ADA. Otherwise, any higher costs which are incurred shall not be covered. Where this is reasonable, the buyer is obligated to cooperate with the repair according to ADA's instructions and in exchange for a reimbursement of costs.

7.7 Any claims by the buyer to compensation and/or replacement of futile expenses shall only exist in accordance with the measures in section 9, and are otherwise excluded.

7.8 Quantity tolerances are only permitted to a level of up to 5% for standard items from ADA according to the catalogue, and up to 10% for special (customised) parts. Other deviations in dimensions, quality, weight, external appearance and the like are permitted as part of standard commercial practice. Equivalent design changes are reserved.

7.9 If parts or materials are provided by the buyer for processing or as aids for handling an order, no technical inspection for non-obvious defects shall be carried out unless anything to the contrary is expressly agreed.

7.10 At the express request of the buyer, which must be submitted to ADA in writing, the product design, description and identification (in particular product labels, package inserts etc.) can be individually commissioned; for example, labelling can take place in a local language desired by the buyer. If the buyer sells Goods on to third parties abroad, ADA shall accept no liability for the Goods themselves and in particular the product design, description and identification corresponding to the legal requirements of the respective country. The re-sale shall take place at the risk and under the sole responsibility of the buyer. In such a case, should claims from third parties be made against ADA due to a breach of the legal provisions of the respective country, the buyer undertakes to immediately indemnify ADA from these claims and any costs associated therewith (court costs, costs of legal counsel, official payment obligations) in full and at the first request.

8. Tools, plans, sales documentation

8.1 ADA shall be entitled to dispose of tools and formatting parts manufactured for the special (customised) parts after a year has passed since the execution of the last order, at its discretion. This shall also apply with respect to proportionate tool costs which are charged.

8.2 All rights to tools, drawings, designs and plans produced by ADA, in particular, copyrights, patent rights and rights to inventions, shall remain exclusively with ADA. All sales documentation, such as catalogues, sample books, price lists etc. which are provided to the buyer shall remain the property of ADA and must be returned on request (cf. section 2.2).

9. Other responsibilities of ADA

9.1 Unless otherwise stipulated in these T&C, including in the following provisions, ADA shall be liable in cases of violation of contractual and non-contractual obligations in accordance with the statutory provisions.

9.2 ADA shall be liable for damage compensation - regardless of the legal grounds - in the event of gross negligence and intent. In the case of simple negligence, ADA shall be liable only for damages resulting from injury to life, limb or health and for damages resulting from the breach of an essential contractual duty (an obligation, the fulfilment of which is essential for the proper execution of the contract and upon compliance with which the contract partner may normally be entitled to rely); in this case ADA's liability shall be limited to compensation for the foreseeable, typically occurring damage. Indirect damages and consequential damages shall only be eligible for compensation if such damages are typically to be expected in the course of the proper use of the delivery object or service.

9.3 Limitations of liability arising from section 9.2 shall not apply if ADA fraudulently conceals a defect or has assumed a guarantee for the quality of the Goods. The same shall apply for claims of the buyer under the German Product Liability Act. The liability limitations shall apply accordingly for bodies and employees of ADA.

9.4 On the grounds of a violation of duty that does not arise from a defect, the buyer may only withdraw from or terminate the contract if ADA is culpable for the breach of duty. A free right of termination on the part of the buyer (particularly in accordance with §§ 651, 649 BGB) is hereby excluded. Otherwise, the statutory provisions and legal consequences shall apply.

10. Force majeure

10.1 Neither party is responsible for the non-fulfilment of one of its contractual obligations if the non-fulfilment is caused by

an impediment beyond its control or, in particular, one of the following reasons: Fire, natural disasters, war, seizure or other official measures, general shortage of materials, restrictions on the use of power, industrial disputes or if breaches of contract by suppliers are based on these reasons.

10.2 Each party may end the contract through a termination or withdrawal in writing if its execution is prevented for more than 6 months due to the occurrence of a hindrance in performance named in section 10.1.

11. Limitation period

11.1 Derogating from § 438 (1) No. 3 BGB, the general period of limitation for claims arising from material and title defects is one year from delivery. If acceptance is agreed, the limitation period shall begin upon acceptance.

11.2 The above limitation period of sales law shall also apply for contractual and non-contractual compensation claims from the buyer which relate to a defect in the Goods, unless the application of the regular mandatory statute of limitations (§§ 195, 199 BGB) would lead to a shorter statute of limitations in the respective individual case. The limitation periods of the Product Liability Act shall remain unchanged in all cases. Otherwise, the statutory limitation periods shall apply exclusively for the buyer's compensation claims according to section 9.

12. Retention of title

12.1 All delivered Goods shall remain the property of ADA until payment in full of all current and future claims from the purchase contract and the ongoing business relationship (secured claims). This provision shall apply if individual or all claims from ADA have been incorporated into a current account and the account balance has been cleared and acknowledged.

12.2 Until complete payment of the secured claims has been made, the retained Goods may not be pledged to third parties or assigned as surety. The buyer must immediately inform ADA in writing if and to the extent to which third parties access the Goods belonging to ADA. The buyer shall support ADA with any measures which are required in order to protect this ownership. The buyer shall immediately inform ADA if risks to its ownership arise. The buyer shall, at his own cost, take out insurance for the supplied Goods against theft, fire and water damage along with other risks for the period up until full payment of the purchase price.

12.3 In the event that the buyer contravenes the contract, in particular by failing to pay the due purchase price, ADA shall be entitled to withdraw from the contract in accordance with the statutory provisions, and to reclaim the Goods on the grounds of retention of title and withdrawal from the contract. Should the buyer fail to pay the due purchase price, ADA may only assert these rights if it has set an appropriate time period for the buyer to complete the payment, without success, or if such a period is dispensable according to the statutory provisions.

12.4 The buyer shall be entitled to sell the retained Goods within the ordinary course of business. In such cases, the following provisions shall also apply:

12.4.1. Retention of title shall be extended to the products arising from the processing, amalgamation or combination of ADA's Goods to their full value, whereby ADA is considered the manufacturer. Should the property rights of third parties continue to exist following the processing, amalgamation or combination with the Goods, then ADA shall receive joint ownership on the basis of the proportional values of the processed, amalgamated or combined Goods. Otherwise, the same shall apply for the new product as for the retained Goods which were delivered.

12.4.2. The buyer hereby already assigns as surety to ADA the claims arising from the resale of the Goods or of the product to third parties in full and/or in the amount of any proportion of

ADA's joint ownership, in accordance with the above clause. ADA hereby accepts this assignment. The obligations of the buyer specified in section 12.2 shall also apply in regard to the assigned claims.

12.4.3. The buyer shall also be authorised along with ADA to redeem these claims. ADA hereby undertakes not to redeem the claims provided the buyer fulfils his obligations of payment to ADA, there remains no defect in his performance capability and ADA has not asserted its retention of title by exercising one of the rights laid down in section 12.3. However, if this is the case, ADA may request that the buyer disclose the claims assigned and the debtors in question to ADA, make all indications required for collection, surrender the relevant documents, and notify the debtors (third parties) of such assignment of claims.

12.4.4. Should the realisable value of the existing collateral exceed ADA's claim by more than 10%, ADA shall release the collateral of its choice upon request by the buyer.

13. Miscellaneous

13.1. The parties' rights and obligations are not transferable, except for assignments of purchase price claims to ADA's banks.

13.2. Amendments and additions to these T&C or concluded contracts, as well as the amendment or removal of this written form clause, shall only be effective if this is agreed in writing unless it is based on an express or individual contractual agreement.

13.3. Should the contract or one of the aforementioned provisions contain loopholes, a legally valid provision shall apply to fill in this loophole which the contracting parties would have agreed according to the economic aims of the contract and the purpose of these T&C had they been aware of the loophole.

13.4. The buyer only has rights of offsetting and retention insofar as his claim has been legally proven or is undisputed. In the event of defects to the delivery, section 7.6 clause 3 shall remain unaffected.

13.5. The buyer shall be responsible for ensuring that shapes, dimensions, colours, weights, labels etc. based on its instructions do not interfere with the property rights of third parties. The buyer shall indemnify ADA with respect to all claims of third parties for violation of the said commercial property rights including all court and out-of-court costs and, upon request, provide support in any litigation.

14. Applicable law and place of jurisdiction

14.1 Provided the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the sole - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of ADA Cosmetics International GmbH, 77694 Kehl, Germany. ADA shall in all cases be entitled to take action at the courts responsible for the buyer's registered office. Prevailing statutory provisions, in particular with respect to exclusive jurisdiction, shall remain thereby unaffected.

14.2 The law of the Federal Republic of Germany shall apply for these T&C and all legal relationships between ADA and the buyer, to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 ("CISG") and German conflict-of-law rules. The requirements and the effects of the retention of title according to section 12 shall be subject to the laws of the respective storage location of the product, insofar as these state that the choice of law made in favour of German law is inadmissible or invalid.

14.3 In the event of contracts which are subject to foreign law, these T&C shall continue to apply. Should one of the

clauses of the present T&C contradict mandatory provisions of foreign law, the foreign law shall apply provided that the other provisions of the T&C remain unaffected.

14.4 Other provisions which have not already been set out in this agreement shall not apply.

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As at: July 2016

ADA Cosmetics International GmbH
AG Freiburg, HRB 700719
Rastatter Straße 2a, 77694 Kehl, Germany

ADA Cosmetic GmbH
AG Freiburg, HRB 370728
Rastatter Str. 2a, 77694 Kehl, Germany

Body Care Concepts GmbH
AG Freiburg, HRB 371330
Rastatter Str. 2a, 77694 Kehl, Germany

ADA Cosmetics International GmbH
FN 169771 p
Dorf 157, 6474 Jerzens, Austria

ADA Cosmetics International GmbH
CHE-108.574.156
Alpenstrasse 15, 6300 Zug, Switzerland

ADA Hotelcosmetic SLU
N.I.F. B59111641
2a Planta Muelle de Barcelona Barcelona, Spain

Scandinavian Amenities A/S
P-nr: 1004050081
Hørkær 26, 2730 Herlev, Denmark

ADA Far East Ltd.
Suite 2802-03; 28/F New Tech Plaza; 34 Tai Yau Street San
Po Kong; Kowloon, Hong Kong

ADA France Sarl
R.C.S. Strasbourg TI 950 623 793 No Gestion 89 B 1027
Boîte Postale 74, Strasbourg, France