

General Terms and Conditions of sale of the WWBD Group

Article 1. General provisions

1. These General Terms and Conditions apply to all offers, agreements and all resultant actions/ activities between Cosmo Beauty Systems BV trading under the style WWBD Group also trading under the style World Wide Beauty Distribution Group and the affiliated companies International Beauty Partners BV, DUVADO Beauty Systems BV, Provecho Beauty BV, Duvado Beauty Systems BVBA and DVD Group BVBA, hereinafter: WWBD Group and yourself, the customer. These terms and conditions also apply if WWBD Group purchases/acquires products/services from third parties and supplies them to you.
2. Your terms and conditions shall expressly not apply.
3. If a provision in these General Terms and Conditions is null and void or nullified, the remaining provisions remain in force. You must agree to new provisions. As far as possible, these will match the old null and void or nullified provisions.
4. The provisions from the agreement shall take precedence if contradictory to the provisions from these General Terms and Conditions.

Article 2. When is an agreement deemed to exist?

1. All offers from WWBD Group are non-binding and valid for 30 days, unless otherwise specified in the offer. The offer is based on the information provided by you. If it emerges that this information is incorrect, WWBD Group is authorised to adjust the offer, and the costs will be charged to your account.
2. Sizes, weights, pictures, drawings, technical and/or chemical specifications, types, quantities, composition and qualities, included in the offer, are all approximations.
3. You can place an order via the web shop, submit a written order or issue written approval of an offer issued by WWBD Group. If you issue approval of an offer, you will receive a written order confirmation from WWBD Group. The agreement is established following written confirmation or when WWBD Group actually makes a start on the work.
4. If you place an order on the basis of price lists supplied by WWBD Group, you will receive a written confirmation from WWBD Group. The agreement shall be established following receipt of the written confirmation from WWBD Group or after WWBD Group actually makes a start on the delivery.
5. If a change to the agreement results in higher costs, WWBD Group is authorised to charge these on to you.
6. You may derive no rights from earlier offers issued by WWBD Group or advertising material.

Article 3. How does the delivery take place?

1. WWBD Group will deliver each performance as agreed in writing, and WWBD Group is authorised to use third parties for this purpose.

2. The agreed delivery time is not a deadline. The delivery time starts at the moment that the agreement is established, on condition that all necessary details have been received and any required payment security issued.
3. The product risk transfers from WWBD Group to you at the moment that the products are actually in your control or that of your agent.
4. The products will be delivered ex works by WWBD Group, unless otherwise agreed.
5. You must accept the products at the moment that WWBD Group indicates that they are ready for acceptance. If you refuse acceptance or provide insufficient information as required for the delivery, the products will be stored for your risk, by WWBD Group. You will owe any resultant costs, at least including the storage costs.
6. WWBD Group is authorised to deliver a divisible order in two or more part deliveries.
7. The costs of delivery, including packaging, are for your account. These costs are included in the price lists you have received from WWBD Group.

Article 4. What can you expect from WWBD Group?

1. WWBD Group will carry out its tasks to the best of its knowledge, experience and ability. WWBD Group will represent your interests to the best of its capabilities.
2. WWBD Group will treat your information in confidence, in as much as WWBD Group can be expected to know that the information in question is of a confidential nature.
3. WWBD Group reserves the right, at all times, to alter prices, packaging content, models and colours, or to remove products from circulation.

Article 5. What are your obligations?

1. You are required to provide WWBD Group with all information WWBD Group needs to correctly carry out its tasks, complete and in good time. You are responsible for ensuring that this information is correct.
2. If a delay occurs in the implementation of the agreement and this delay is attributable to you, all costs and resultant losses will be for your account and risk.
3. You are required to immediately inspect and check all products following delivery. Any objections, shortcomings or defects must be reported in writing to WWBD Group immediately (at the latest within two days). Without such notice, the products in question will be considered as having been delivered without damage, defects or shortcomings and it will be assumed that WWBD Group has made its delivery in accordance with the agreement.
4. Complaints relating to not immediately visible shortcomings and/or defects must be reported to WWBD Group, in writing, immediately following their observation (at the latest within two days) so that WWBD Group is in a position to investigate the complaint.
5. The reporting of a complaint will not suspend your payment obligation.
6. If WWBD Group is not able to replace a product identified by WWBD Group as defective, you will receive a price discount proportionate to the downward value adjustment of the products, as a consequence of the defect.

7. If you wish to take samples of the product, you must duly reach agreement with WWBD Group, in advance. Sampling will take place subject to your responsibility.
8. Without prior permission from WWBD Group, it is not permitted to offer training relating to the products and systems or to sell these products and systems marketed by the WWBD Group.
9. You are also not permitted to place any products or product lines on the Internet without written permission from WWBD Group.
10. Any use of or work with the products must be immediately halted in the event of itching, reddening of the skin or the occurrence of blistering. WWBD advises you and end users to contact a GP in the event of asthma or pregnancy.

Article 6. What are the costs for the products from WWBD Group?

1. The costs payable by you are recorded in the agreement, in euros. This price applies for the product while stocks last.
2. All costs are excluding VAT. Any other charges imposed by government, transport and delivery costs (including local import duties, taxes and government inspections) , travel and accommodation costs abroad or the use of special installations are not included.
3. WWBD Group is authorised to alter the price during the contract period, in connection with price developments. This should be taken to include: changes to taxes, charges, salaries, social security costs, currency exchange rates, energy prices or other circumstances which result in an increase in the costs for WWBD Group. Changes will become valid within one month following their announcement. If you disagree with a change to the costs, within eight days following the announcement of the change, you are authorised to terminate the agreement with WWBD Group in writing, towards the date on which the change in question becomes effective.
4. If you have not yet fulfilled all your (payment) obligations arising from the agreement, WWBD Group is authorised to postpone its obligations until all your (payment) obligations have been fulfilled.
5. You accept that the level of costs for the agreement may be influenced if the parties decide to alter the approach, working method and/or scope, irrespective of the party which brought about the change. Costs for additional work/products will be discussed verbally, and charged to you, separately.
6. Distributors always pay transport costs per parcel, irrespective of the order size.

Article 7. How do you pay for the products from WWBD Group?

1. WWBD Group will send an invoice directly to you; this must be paid in advance, unless explicitly otherwise agreed.
2. If WWBD Group makes part deliveries, each part delivery may be separately invoiced.
3. For professional parties, failure to pay within the agreed payment term places you immediately in default. Interest will then be payable immediately following the due date of the invoice. The interest rate will be equal to the statutory trade rate. In that case, you are also required to pay to WWBD Group all incurred (extra)judicial collection costs. Under all circumstances

these costs shall amount to 15% of the principal amount, with a minimum of €150.

4. WWBD Group is authorised to demand surety from you, for compliance with your (payment) obligations. WWBD Group is also authorised to change the terms and conditions of payment if in its (WWBD Group's) judgement, your financial position or your payment behaviour give grounds to do so.
5. If you pay by credit card, the credit card details will be checked before payment is made. Products will only be sent to the address specified by you as the address of the credit card holder.
6. If you disagree with the invoice, you must duly notify WWBD Group in writing, within 14 days following the invoice date. Failure to do so will be considered as representing acceptance of the invoiced amount. Objections to the invoice in no way suspend your payment obligations.

Article 8. When and how does the agreement end?

1. If you cancel the agreement, up to a reasonable amount, you are required to reimburse the related costs incurred or still to be incurred, and any damages suffered by WWBD Group. These costs are calculated on the basis of the table below:
 - a. for cancellation up to 8 days prior to delivery of the products: 25% of the offer;
 - b. for cancellation longer than 1 day but shorter than 8 days prior to delivery of the products: 50% of the offer;
 - c. for cancellation 1 day or shorter prior to delivery of the products: 100% of the offer.
2. WWBD Group is authorised to suspend or fully or partially dissolve the agreement with immediate effect, without informing you in advance if:
 - a. you fail (in good time) to comply with your obligations from the agreement and/or refuse to provide payment security;
 - b. in the event of bankruptcy, (temporary) moratorium, curatorship, a debt management scheme or cessation of business, winding up or full or partial transfer of your business, or death.
1. In that case, WWBD Group is not required to pay any compensation to you, and is also entitled to demand compensation and/or payment from you. If one of these situations arises, you are immediately in default.
2. WWBD Group is entitled to continue to implement the agreement.

Article 9. How do you use the Internet site?

1. All prices and charges appearing on the Internet site and emails from WWBD Group are excluding VAT and subject to price changes, programming and typing errors.
2. Product images will not always automatically match the appearance of the products delivered. In particular, following range renewals by the manufacturer, changes can be made to the appearance of the packaging of the products. You have no right to submit complaints about observed defects if they are due to the changes to the product as referred to above.

Article 10. When does a situation of force majeure arise, and what are its consequences?

1. Force majeure means that circumstances have arisen as a result of which WWBD Group is not able or not able on time or correctly to deliver its products, due to circumstances beyond the WWBD Group's control. In the case of force majeure, there is no attributable shortcoming on the part of WWBD Group.
2. Force majeure for example refers to: fire, theft, wilful damage, riot, strikes, business occupation, business disruption, war, storm, situations in which the work location can actually not be reached, excessive temporary rises in demand, changes to regulations and shortcomings in compliance by a supplier of WWBD Group.
3. In the event of a force majeure situation, WWBD Group is authorised to suspend implementation of the agreement or to (partially) dissolve the agreement, without being required to pay any compensation to you.
4. If the period of force majeure lasts longer than 60 uninterrupted days, you are authorised to dissolve the agreement in writing. WWBD Group will not owe you any compensation.

Article 11. Quality and samples

1. WWBD Group guarantees the quality of the products as described in the agreement.
2. If it is agreed that samples will be provided by WWBD Group, the transport costs are for your account. Samples serve solely as an indication; the actual products delivered may deviate from the sample.

1. Article 12. Reservation of ownership

1. All products delivered by WWBD Group remain the property of WWBD Group until you have paid the full amount payable.
2. You are not permitted to pledge or in any other way encumber the products delivered subject to reservation of ownership.
3. If a third party seizes the products delivered subject to reservation of ownership, or wishes to attach a right to those products, you must duly inform WWBD Group as quickly as possible.
4. If possible, you are required to insure the products delivered subject to reservation of ownership, and to keep them insured against the risk of fire, explosion and water damage, and theft. At the request of the WWBD Group, WWBD Group is permitted to examine the insurance policy.

Article 13. Intellectual property rights

1. You are not permitted to publish or reproduce the work of WWBD Group unless WWBD Group has issued written permission to you, to do so. WWBD Group retains the copyright to all work produced by or on its behalf.
2. All intellectual property rights, including but not limited to copyrights, brand rights and database rights to the information, texts, images, logos, photographs and illustrations on the Internet site and to the layout and design of the Internet site belong to WWBD Group and/or its licensors. You may in no way violate these rights, which includes making copies of the Internet site other than technical copies required for the use of the Internet site.

Article 14. Warranty

1. WWBD Group guarantees the correct implementation of the agreed performance for a period of six months following completion/delivery.
2. If WWBD Group recognises a shortcoming in the delivery of a product, WWBD Group is entitled to replace the product or to deliver any missing items within a reasonable period after you have informed WWBD Group of the occurrence of a shortcoming. If WWBD Group delivers a sound performance within that period, the agreement shall have been correctly complied with and you shall have no right to compensation.
3. Additional warranty may be agreed with WWBD Group.
4. The warranty does not apply in the event of force majeure.
5. Warranty will only be granted if you have fulfilled all (financial) obligations. Any entitlement to warranty shall expire if the products supplied by WWBD Group have been inexpertly handled and/or processed by you and/or you yourself have made changes to the composition of the products delivered and/or have failed to follow instructions issued by WWBD Group. Normal wear is not covered by the warranty.
6. For defects in electrical devices supplied by WWBD Group, WWBD Group offers a warranty for a period of six months following delivery. You must first notify us of the defects in writing, at which point you will receive a return authorisation request number. You must then return the device to WWBD Group for repair. Return postage is for your own account and risk.
7. No warranty is given on goods delivered that were not new at the moment of delivery or goods specified by the counterparty or goods delivered by or on behalf of the counterparty.

Article 15. Who is liable for what?

1. WWBD Group provides its services to the best of its knowledge and ability. However, WWBD Group is not able to guarantee that a desired result will actually be achieved at a specified moment.
2. WWBD Group accepts no liability for any sensitivity reactions or allergies which can arise following the use of the products.
3. WWBD Group cannot be held liable for damages. Also not if these damages are related directly or indirectly to delay or suspension. WWBD Group is only liable if the damages are attributable to intent or wilful recklessness.
4. If WWBD Group is liable, this liability will be limited to the amount paid out per occurrence in respect of the damages by the corporate liability insurance of WWBD Group. If the maximum insured amount is higher than the amount of the order, WWBD Group shall only be liable up to the amount of the order, relating to the services provided.
5. Damages such as commercial and/or stagnation losses, consequential losses, loss of turnover and/or profit, production loss or loss of value of products are excluded from compensation.
6. If you are called upon by a third party to compensate for damages, you cannot pass on this claim to WWBD Group.
7. The information on the Internet site is compiled and maintained by WWBD Group with constant care and attention. However, not all mistakes can be avoided. As a consequence, under no circumstances can any rights be derived from the information offered on the Internet site. WWBD Group accepts no

liability for damages arising in any manner from the use of the Internet site or the incompleteness and/or inaccuracy of information provided on the Internet site and/or damages as a consequence of the (temporary) non-availability of the Internet site.

8. WWBD Group bears no responsibility for photographs, descriptions and other information material on the Internet site supplied by third parties.
9. All liability upon WWBD Group shall expire if you fail to issue an appeal against the shortcoming within one year after the product was supplied and if you fail to duly notify WWBD Group in writing within one month following discovery of the (potential) shortcoming.

Article 16. Changes to these terms and conditions

1. WWBD Group is authorised, at all times, to change these General Terms and Conditions, without notifying you in advance.
2. WWBD Group is authorised to announce changes to these Terms and Conditions by placing notice on its website or communicating those changes in any other way. It is therefore advisable to read through the terms and conditions from time to time. Changes also apply in respect of already existing agreements.

Article 17. Complaints and disputes

1. Are you not satisfied with our service? We would appreciate it if you would first let us know so we can consider your complaint seriously. To ensure that we are able to process the complaint correctly, you must have notified WWBD Group of your complaint, within two months after you become aware of the grounds for complaint.
2. If a dispute nonetheless arises, you must appeal to the competent judges at the district court of Oost-Brabant. The possibility of submitting a dispute to the court expires one year after the grounds for the dispute arose.

Article 18. Applicable law

1. All agreements and these General Terms and Conditions and any resultant actions are subject to Dutch law.