

TERMS & CONDITIONS

General Terms and Conditions of NM Beauty Industries B.V.

INTRODUCTION

By placing an order on www.Gisou.com, you are accepting to purchase a Product on and subject to the following terms and conditions of NM Beauty Industries B.V. (the “**General Terms and Conditions**”). The General Terms and Conditions always apply between you and NM Beauty Industries B.V. when you use or place an order through the website www.Gisou.com (the “**Site**”). The General Terms and Conditions contain important information for you as a customer of NM Beauty Industries B.V. Please read them carefully. We also recommend you to save or print the General Terms and Conditions, so you can consult them again at a later date.

ARTICLE 1 DEFINITIONS

Agreement: any arrangement or agreement between NM Beauty Industries B.V. and the Client for the purchase of Products, of which the General Terms and Conditions form an integral part.

Client: the consumer or (legal) person acting in the performance of a profession or business who enters into an Agreement with NM Beauty Industries B.V.

General Terms and Conditions: these terms and conditions of NM Beauty Industries B.V.

NM Beauty Industries B.V.: a private company (‘besloten vennootschap’) established under Dutch law, based in Almere (The Netherlands) and registered with the Chamber of Commerce under file number: 63969769, trading under the trade name “Gisou”.

Product(s): the product(s) as offered on the Site.

Site: the website www.Gisou.com and all of its sub-domains.

ARTICLE 2 APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

2.1 The General Terms and Conditions apply to all offers and deliveries from, and Agreements with, NM Beauty Industries B.V., unless otherwise explicitly agreed on in writing.

2.2 If the Client declares other provisions or terms applicable in his order, confirmation or through any other communication medium, such provisions will only be binding upon NM Beauty Industries B.V. if and in so far as NM Beauty Industries B.V. has explicitly accepted them in writing.

ARTICLE 3 PRICES AND INFORMATION

3.1 All prices as displayed on the Site and on other materials originating from NM Beauty Industries B.V. include VAT and any other taxes and levies imposed by the government, unless stated otherwise on the Site. If the rate of VAT changes between the Client's order date and the date we supply the Product, NM Beauty Industries B.V. will adjust the rate of VAT that the client pays, unless the Client has already paid for the Product in full before the change in the rate of VAT takes effect.

3.2 If shipping costs are charged, these will be clearly stated on the Site before the Agreement is concluded. The shipping costs will be displayed separately in the ordering process.

3.3 The content of the Site is composed with the greatest care. NM Beauty Industries B.V. can however not guarantee that all information on the Site is displayed correctly and/or is complete at all times. All prices and other information displayed on the Site and on other materials originating from NM Beauty Industries B.V. may include typographical and/or programming errors. NM Beauty Industries B.V. is not liable for such typographical and/or programming errors and reserves the right to correct such errors at all times. If NM Beauty Industries B.V. accepts and processes the Client's order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Client as a mispricing, NM Beauty Industries B.V. may end the Agreement, refund any sums paid and require the return of any Products provided.

3.4 The images of the products on our website are for illustrative purposes only. NM Beauty Industries B.V. is not liable for any deviations between the colour of the actual Product and the colour of the Product as displayed on the Site.

3.5 NM Beauty Industries B.V. may change the Product (i) to reflect any changes in relevant laws and regulatory requirements and (ii) to implement minor technical adjustments and improvements. These changes will not affect the Client's use of the Product.

ARTICLE 4 CONCLUSION OF THE AGREEMENT

4.1 The Agreement will be deemed to be concluded at such moment that the Client accepts the offer of NM Beauty Industries B.V. by clicking the "BUY" button on the checkout page of the Site, which offer is subject to the General Terms and Conditions.

4.2 After the Client has accepted the offer by electronic means, NM Beauty Industries B.V. will confirm receipt of acceptance of the offer by electronic means.

4.3 If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, NM Beauty Industries B.V. will have the right to suspend its obligations until the correct data has been received from the Client.

4.4 NM Beauty Industries B.V. expressly reserves the right to reject a Client's order without stating reasons.

4.5 NM Beauty Industries B.V. prohibits the sale of Products by unauthorized resellers and does not sell or supply Products to unauthorized resellers. An order placed by an unauthorized reseller will be rejected without stating reasons and the concerning Client may be excluded by NM Beauty Industries B.V. from the Site.

ARTICLE 5 EXECUTION OF THE AGREEMENT

5.1 As soon as NM Beauty Industries B.V. has received a Client's order and has confirmed the acceptance thereof, it will hand over the Products to the shipping company as selected by the Client during the ordering process. The shipping company will deliver the Products to the Client.

5.2 NM Beauty Industries B.V. is authorized to engage any third parties in the fulfilment of its obligations under the Agreement.

5.3 The Site includes information describing the manner of delivery of the Products and an estimation of the term in which the Products will be delivered to the Client.

5.4 If NM Beauty Industries B.V. is unable to deliver the Products within thirty (30) days after the confirmation of acceptance of the order, it will notify the Client accordingly. In such event, the Client has the right to either agree to a new delivery date or to dissolve the Agreement without incurring any costs, and the Client will receive a refund for any Products paid for but not received. NM Beauty Industries B.V. is not liable for any delay in the delivery process.

5.5 NM Beauty Industries B.V. advises the Client to inspect the Products upon receipt and to report any defects within two (2) working days after delivery in writing or by email, and in any case within a reasonable period of time after discovering the defect.

5.6 As soon as the Product has been delivered to the delivery address submitted by the Client, the risk of the Product fully transfers to the Client, without prejudice to any rights consumers may have.

5.7 If the ordered Product is out of stock or can no longer be supplied for any other reason, NM Beauty Industries B.V. may cancel the order by notifying the Client or deliver a Product that is comparable in nature and quality to the ordered Product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the Product free of charge.

ARTICLE 6 RIGHT TO WITHDRAW

6.1 The Client has the right to return the Product within fourteen (14) days after the Product has been delivered to the Client. The Client must bear the costs for shipping the Products to NM Beauty Industries B.V.

6.2 The Client must inform NM Beauty Industries B.V. of its wish to return the Product by sending an e-mail to **info@gisou.com**, by filling out the model cancellation form (to be found at the end of these General Terms and Conditions) or in any other unambiguous way within the aforementioned period of fourteen (14) days after the Product has been delivered to the Client. This notification must include the following information: order number, name, phone number, e-mail address and delivery address. After receipt of the notification, NM Beauty Industries B.V. will provide a Return Authorization number ("RA Number") to the Client. After receipt of the RA number, the Client will have fourteen (14) days to return the Product to NM Beauty Industries B.V.

6.3 Insofar reasonably possible, returned Products must be sealed, unused, undamaged and returned in its original unopened packaging with its original packing slip. Returned Products that do not satisfy all of the aforementioned conditions, cannot

be accepted due to health protection and hygiene reasons.

6.4 The Client is responsible for the chosen shipping method for the return of the Product. The risk of the Product will transfer to NM Beauty Industries B.V. when NM Beauty Industries B.V. has received the Product. This means that NM Beauty Industries B.V. is not responsible for any returns which are (for example) lost and/or damaged during transport when being returned. We therefore advise you to choose for registered shipment, request tracking information and ensure the package containing the returned Product(s). NM Beauty Industries B.V. does not make any exceptions to this policy.

6.5 NM Beauty Industries B.V. will confirm receipt of the returned Product upon receipt. Within fourteen (14) days of being notified that the Client wishes to return the Product, NM Beauty Industries B.V. will refund the total purchase price (including shipping costs) to the Client, provided that NM Beauty Industries B.V. has received the returned Product itself or Client is able to proof shipment of the Product. If Client has chosen for a shipping method that was more expensive than the “standard shipping method”, NM Beauty Industries B.V. will only reimburse the price of the “standard shipping method”.

ARTICLE 7 PAYMENT

7.1 The Client shall pay the amounts due to NM Beauty Industries B.V. in accordance with the ordering process and through the payment method selected on the Site. NM Beauty Industries B.V. is free to offer any payment method of its choice and may change these payment methods at any time.

7.2 Any refunds will be provided by the method used by the Client for payment, unless agreed otherwise.

ARTICLE 8 WARRANTIES AND CONFORMITY

8.1 NM Beauty Industries B.V. warrants that the Products are suitable for their intended use, as described on the Site.

8.2 If the delivered Product fails to comply with the Agreement, the Client must notify NM Beauty Industries B.V. thereof within a reasonable period of time, where a notification within two (2) months after the consumer has discovered the defect will be considered reasonable.

8.3 If a Product fails to comply with the Agreement and the Client has notified NM Beauty Industries B.V. thereof within a reasonable period of time, the Product concerned will be repaired, replaced or (partially) refunded, such in consultation with the Client. NM Beauty Industries B.V. will pay the costs of return and other shipping costs in case of faulty or misdescribed Products.

8.4 NM Beauty Industries B.V. only offers warranties on Products purchased on the Site or from an authorized reseller and accompanied by a valid receipt or proof of purchase. If you purchase a Product from an unauthorized reseller, the warranty will not be valid. Please be aware that there are some websites or dealers (e.g. on Amazon) who claim to be authorized resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from NM Beauty Industries B.V. When you purchase products from an unauthorized website, you are taking a risk because these products may be counterfeit, used, defective, or may not be designed or fit for use in your country. Please ensure that you only purchase Products through the Site or from an authorized reseller. If you have any questions about authorized resellers, please contact us. This disclaimer is without prejudice to any rights consumers may have and to the extent permitted by applicable law.

ARTICLE 9 COMPLAINTS HANDLING PROCEDURE

9.1 If the Client has any grievances in connection with a Product (in accordance with article 8 entitled, "Warranties and Conformity"), or regarding any other aspects of the Site or service of NM Beauty Industries B.V., it can submit a complaint by email or in writing. The contact details of NM Beauty Industries B.V. are provided at the end of these General Terms and Conditions.

9.2 NM Beauty Industries B.V. will respond to the complaint as soon as possible, and in any case within seven (7) days after receipt of the complaint. If NM Beauty Industries B.V. is unable to formulate a substantive response to the complaint within such period, NM Beauty Industries B.V. will confirm receipt of the complaint within seven (7) days after receipt of the complaint and give an indication of the term within which it expects to be able to give a substantive or definitive response to the Client.

ARTICLE 10 LIABILITY

10.1 For consumers. To the extent allowed under applicable (local) mandatory law, the total liability of NM Beauty Industries B.V. in respect of the Client due to an attributable failure to perform the Agreement is limited to a compensation which does not exceed the price stipulated for that particular Agreement (including VAT and shipping costs).

NM Beauty Industries B.V. does not exclude or limit in any way its liability to the Client where it would be unlawful to do so.

10.2 **For persons acting professionally.** To the extent permitted by applicable law, NM Beauty Industries B.V. is not subject to any liability, irrespective of the grounds upon which an action or proceeding may be based. The restrictions set out in this article 10.2, will cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of NM Beauty Industries B.V. NM Beauty Industries B.V. is not liable for any indirect damages or losses, including, without limitation, consequential damages, lost profits, lost savings, loss of data and damage due to business interruption.

10.3 To the extent permitted by applicable law, and without prejudice to any rights consumers may have, NM Beauty Industries B.V. will only be liable to the Client on account of an attributable failure in the performance of an Agreement if the Client issues a written notice of default to NM Beauty Industries B.V. without delay, stipulating a reasonable period of time in which NM Beauty Industries B.V. has the possibility to remedy the default, and NM Beauty Industries B.V. fails to cure the default within such period (unless the default cannot be remedied). The notice of default must contain a description of the default in as much detail as possible, in order to enable NM Beauty Industries B.V. to provide an adequate response and/or take adequate action.

10.4 Any event giving rise to compensation is always subject to the condition that the Client reports the damage or loss in writing to NM Beauty Industries B.V. as soon as possible, but no later than within thirty (30) days after the damage or loss has arisen.

10.5 NM Beauty Industries B.V. is not liable for any failure or delay in the performance of its obligations under the Agreement or any damage or loss the Client has incurred caused by force majeure, meaning any event beyond the reasonable control of NM Beauty Industries B.V. or any third parties engaged by NM Beauty Industries B.V. to fulfil its obligations under the Agreement, including but not limited to strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, flu outbreaks, plagues, pandemics, epidemics, acts of government, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, to

the extent permitted under applicable law. This includes amongst others (and without limitation) the event that any third party engaged by NM Beauty Industries B.V. is not able to fulfil its obligations due to a force majeure event

ARTICLE 11 RETENTION OF TITLE

11.1 As long as NM Beauty Industries B.V. has not received full payment for the Products, NM Beauty Industries B.V. will retain the ownership of the Products. The Client will own the Product after NM Beauty Industries B.V. has received payment in full.

ARTICLE 12 PERSONAL DETAILS

12.1 NM Beauty Industries B.V. will process the Client's personal data in accordance with the Privacy Policy, Cookie Policy and Terms of Use as published on the Site.

ARTICLE 13 FINAL PROVISIONS

13.1 The General Terms and Conditions and the Agreement are exclusively construed in accordance with and shall be exclusively governed by Dutch law.

13.2 Except in case of a dispute with a consumer, any dispute arising out or in connection with the General Terms and Conditions and the Agreement, including disputes concerning the existence and validity thereof will, if no amicable settlement can be reached, be exclusively submitted to the competent court of Amsterdam.

13.3 If the Client is a consumer and resides within the European Union, or in Norway, Iceland or Liechtenstein, he/she may also be able to refer a dispute to the European Online Dispute Resolution ("ODR") platform at <http://ec.europa.eu/consumers/odr>. The ODR platform is a web-based platform which is designed to help consumers who have bought products or services online. It provides access to independent alternative dispute resolution services which are usually free for consumers to use. NM Beauty Industries B.V. has the discretion as to whether it will agree to a complaint being resolved through the ODR platform.

13.4 In the event that any of the provisions contained in the General Terms and Conditions will be deemed invalid or unenforceable, then the remaining provisions shall be construed as if such invalid provisions were not contained herein; and such invalid or unenforceable provisions will then be deemed to have been replaced by a provision which as closely as possible meets the intention of NM Beauty Industries B.V. when inserting the original provision.

13.5 NM Beauty Industries B.V. has the right to make changes to these General Terms and Conditions. We will notify Clients if such changes are significant and/or have an adverse effect on Client's rights and obligations under the Agreement. In case of significant or adverse changes, the Client will have the right to end the Agreement before the changes take effect and receive a refund for any Products paid for but not received.

CONTACT DETAILS

Should you have any questions, complaints or comments after reading the General Terms and Conditions, or if you need to provide us with notice, please contact us by email or in writing.

NM Beauty Industries B.V.

Wisselweg 33

1314 CB Almere

The Netherlands

E: info@gisou.com

Chamber of Commerce number: 63969769

These General Terms and Conditions were last amended on 30 March 2020.

(MODEL CANCELLATION FORM)

(Complete and return this form only if you wish to withdraw from the contract)

To:

NM Beauty Industries B.V.

Wisselweg 33

1314 CB Almere

The Netherlands

E: info@gisou.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following service [*,

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate