

**General Terms and Conditions of Sale and Delivery of bomo trendline innovative Cosmetic GmbH,
Schönbronner Str. 64, 78664 Eschbronn - Germany**

I. General information, scope

- (1) These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "**General Terms**") apply to all our business relationships with our customers, in which we act as seller or supplier. Our General Terms shall only apply if the customer is acting as merchant or self-employed individual when the contract is concluded (i.e. so-called entrepreneur) or if the customer is a national legal person governed by public law or a national special fund under public law.
- (2) Our General Terms also apply in the version valid from time to time as a framework agreement for future business with the same customer without any requirement on our part to repeat reference to them in any individual case.
- (3) Our General Terms apply exclusively. We do not accept any terms and conditions of contract imposed by the customer in so far as such terms and conditions are inconsistent therewith or additional or contrary thereto, unless we have expressly agreed to them. This requirement of consent applies in any case, for example, even if we execute the delivery to our customer without any reservation being aware of the customer's terms and conditions.
- (4) Notes with regard to legal regulations are just provided for the avoidance of doubt. Therefore, legal regulations apply even without such clarification, unless they are directly modified or explicitly excluded in these General Terms.

II. Offer documents, scope of delivery

- (1) Our offers are free and non-binding. This shall also apply in case we provide to the customer drawings, product designations, catalogs, advertising material, samples, quotations and other documents - also in electronic form -, to which we reserve all property rights, copyrights and industrial property rights (including the right to apply for patents).
- (2) Each order of goods by the customer shall be deemed a binding offer. Acceptance can either be declared in writing or electronically (e. g. by means of our order confirmation) or by delivering the goods to the customer.
- (3) Our written or electronic order confirmation is relevant for the scope of delivery. In case of an offer indicated as binding on our part and acceptance of it in due time, the offer is relevant.

III. Delivery, place of performance, transfer of risk

- (1) Delivery is made ex works in Eschbronn, which is also the place of performance.
- (2) On customer's request and at its expense, goods will be sent to another place of performance (sale by dispatch). Unless otherwise agreed, we are entitled to determine the type of dispatch (in particular, the carrier, transport route, packaging) within reasonable limits for the customer.
- (3) The risk of accidental loss and the accidental deterioration of the goods shall pass to the customer at the latest at the time of delivery. In case of sale by dispatch, however, the risk of accidental loss and the accidental deterioration of the goods as well as the risk of delay shall pass to the freight forwarder or any other person or institution responsible for dispatch at the time the goods are delivered to the transporting company.
- (4) Insofar acceptance has been agreed, it is decisive for transfer of risk. The same as stated for delivery or acceptance is valid if customer is in default of acceptance.

IV. Prices and payment conditions

- (1) The prices specified in the offer and/or order confirmation are valid ex works Eschbronn, excluding freight, packaging and insurance, plus legally applicable value-added tax.
- (2) The price payable is due and payment shall be made in full within 14 days from invoice date or delivery and/or acceptance of the goods, unless otherwise agreed between the parties.
- (3) After the above-mentioned payment term has expired, the customer is in default. During default, the customer shall be charged of an interest on arrears on the purchase price at the applicable statutory default interest rate. We may also demand compensation for any other damage caused due to default.
- (4) The customer shall only be entitled to rights of set-off or retention for any undisputed or legally enforceable claims as well as counterclaims based on the same legal relationship. Clause VI, paragraph 6, remains unaffected in case of faulty delivery.

V. Retention of title

- (1) We reserve the right to the property of the sold goods (reserved goods) until the payment of all of our current and future claims from the purchase contract and a current business relationship is made in full (secured claims).
- (2) Reserved goods may not be pledged to third parties nor be assigned or ceded by way of security until our secured claims have been paid in full. Customer shall notify us promptly in writing or electronically if and insofar third parties exercise rights over the reserved goods.
- (3) Should the customer violate this contract, in particular, should the customer not pay the purchase price payable, we are entitled - according to legal stipulations - to rescind the contract or to request return of the goods due to reservation of title and cancelation of the contract.
- (4) The customer is entitled to sell and/or to convert the goods subject to reservation of title in the ordinary course of business. In this case, the following terms apply in addition.
 - (a) Any processing or alteration of the reserved goods by the customer shall be deemed to be performed on our behalf. When the reserved goods are inseparably combined or mixed with other material that is not our property, we shall acquire the co-ownership in the new goods at a ratio of the value of the reserved goods (invoice total including VAT) to the value of the other processed, combined or mixed material at the time of processing, combining or mixing. Should the reserved goods be processed, combined or mixed in a way that the customer's good has to be regarded as the primary item, the customer and we hereby agree that the customer will assign us proportional co-ownership of the item. We hereby accept this assignment.
 - (b) Customer hereby assigns to us by way of security any claims arising from onward sale of the reserved goods or the item as well as any claims of the customer with regard to the reserved goods, which arise vis-à-vis the customer's buyers or third parties on other legal grounds (in particular, claims founded on tort or for insurance benefits) in total or - insofar we are only entitled to co-ownership of the goods - in the amount of our possible co-ownership according to the previous paragraph. We hereby accept this assignment. The customer's duties mentioned in paragraph 2 hereof also apply to the claims assigned.

- (c) In addition to us, the customer shall also be entitled to collect the receivables. We undertake not to collect the receivables for as long as the customer fulfills its obligations of payment towards us, does not fall under default of payment, and as long as no demand to open insolvency proceedings and no other lack of its financial capacity occur. However, if any such circumstances arise, we can request the customer to inform us about the assigned claims and their debtor, to indicate all details needed for collection, to deliver us all relevant documents and to inform the debtors (third parties) about the assignment.
- (5) If the achievable value of the securities exceeds our claims by more than 10 %, then we shall release securities of our own choice upon the customer's demand.

VI. Customer's claims for defects

- (1) Statutory provisions shall apply for customer's rights in case of defects as to quality and defects of title, unless otherwise agreed upon in the following. In all cases, special legal provisions for deliveries of goods to a consumer remain unaffected (recourse of the entrepreneur).
- (2) The primary basis of our liability for defects shall be the agreement made concerning the quality of the goods. All product descriptions (including those of the manufacturer) that have been provided to the customer prior to its purchase order or have been incorporated in the contract in the same way as these General Terms shall be deemed the agreement concerning the quality of the goods.
- (3) In the absence of any agreed specification of the goods, the existence of defects therein shall be determined in accordance with statutory provisions. We shall, however, not be liable for any representations made to the public by the manufacturer or by any other third party (e.g. contents of advertisements).
- (4) Asserting claims for defects implies that the customer has fulfilled its duty to inspect the goods after delivery and to give notice of any defect as required by law. The customer shall examine the goods promptly or, at the latest, within one week after delivery. If, during this inspection or later on, a defect is noticed, customer shall immediately give us written notice hereof, but at the latest within one week of detecting the defect, otherwise, goods shall be deemed to be accepted. Compliance with the deadline shall be substantiated by timely dispatch of this notification.
- (5) In case the delivered goods are defective, customer may request, on our choice, removal of the defect (repair) or delivery of a faultless item (replacement) by way of rectification. In case rectification fails or the period to be specified by the customer for rectification expires without successful results or is not required according to the statutory provisions, the customer can rescind the purchase contract or lower the purchase price. There shall, however, be no right of rescission if the defect in the goods is negligible.
- (6) We are entitled to make rectification conditional upon the customer paying the purchase price due. However, the customer is entitled to withhold a part of the purchase price appropriate in relation to the defect.
- (7) Claims for damages on part of the customer or compensation for any unnecessary expenditure exist only to the extent provided for in Clause VII; in all other respects, such claims are excluded.

VII. Further liability

- (1) Unless otherwise stated in these General Terms or following provisions, we shall be liable according to the relevant statutory regulations in case of a breach of contractual and non-contractual duties.

- (2) We are liable for damages - irrespective of the legal ground - in case of willful intent and gross negligence. In case of simple negligence, we shall only be liable for

- (a) damages arising from injury to life, body and health,
- (b) damages resulting from the breach of an essential contractual duty (a duty whose proper fulfillment makes fulfillment of the contract possible in the first place and the observance of which the contracting party regularly trusts and is entitled to expect and whose non-fulfillment through fault jeopardizes the fulfillment of the purpose of the contract); in this case, our liability shall be limited, however, to any foreseeable damage typical for the contract.

- (3) The limitations of liability resulting from paragraph 2 shall not apply if we have maliciously concealed a defect or have warranted any product properties. The limitations of liability resulting from paragraph 2 shall not apply either for claims based on liability without fault as required by law, in particular as defined by the Germany Product Liability Act.
- (4) In all other respects, liability shall be excluded.
- (5) Insofar as our liability is excluded or limited due to the above-mentioned provision, this shall also include our staff, workers, employees, representatives and vicarious agents.

VIII. Period of limitation

- (1) For damages arising from injury to life, body and health caused by negligent breach of duty by us or caused by any willful or negligent breach of duty by any of our legal representatives or vicarious agents, for other damages caused by willful or grossly negligent breach of duty by us or by any of our legal representatives or vicarious agents and for damages caused by willful or negligent breach of any essential contractual duty by us or any of our legal representatives or vicarious agents, the statutory warranty period shall apply. The same shall apply for liability without fault as required by law, in particular as defined by the Germany Product Liability Act, as well as in case of warranty liability.
- (2) In all other cases, the warranty period is one year.

IX. Secrecy

- (1) The contracting parties shall treat confidential all information or informative materials marked as confidential or being deemed by their nature confidential by an objective third party that will become known to or obtained by them in connection with the contract, whether in verbal, written or any other form, directly or indirectly.
- (2) The obligation to maintain confidentiality ends or does not apply to such information in regard of which the receiving contracting party may prove that
- the information has already been publicly known in the moment of disclosure,
 - the information becomes known through a disclosure by sources other than the disclosing party without breach of any confidentiality obligation,
 - the disclosing party has renounced in writing the protection of the confidential information,
 - the information has been prepared by it without using confidential information,
 - it is required to disclose it by request of an authority or court or due to mandatory statutory provisions.
- (3) The contracting parties shall accordingly commit their employees and vicarious agents to confidentiality.

X. Place of jurisdiction and legal venue

- (1) These General Terms and all legal relationships between us and the customer are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) If the customer is a merchant in terms of the German Commercial Code, a legal entity of public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all legal matters arising directly or indirectly from the contractual relationship shall be our headquarters in Eschbronn. However, we are also entitled to take legal action at the general place of jurisdiction of the customer.

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