

GENERAL TERMS AND CONDITIONS OF SALE NEODERMA AMSTERDAM B.V.

These General Terms and Conditions of Sale have been filed with the Chamber of Commerce.

1. **GENERAL**
2. These General Terms and Conditions of Sale of NEODERMA AMSTERDAM B.V., with its statutory seat in Amsterdam, the Netherlands and its registered office at the Herengracht 282 (1016 BX) in Amsterdam, the Netherlands, registered in the trade register of the Dutch Chamber of Commerce under number 69831750 ("**Neoderma**") apply to and form an integral part of every quotation, offer, acceptance, confirmation and agreement concerning the sale and/or delivery of goods and services ("**Products**") by Neoderma to third parties acting in the course of a profession or business ("**Customer**").
3. Neoderma does not and will not sell or deliver any Products to consumers not acting in the course of a profession or business in Belgium, the Netherlands or Luxembourg.
4. The applicability of any general purchase or other conditions of the Customer is hereby expressly rejected.
5. These General Terms and Conditions supersede any previous (general) terms and conditions relating to the sale and delivery of any Neoderma branded products.
6. Neoderma has the right to amend these General Terms and Conditions unilaterally and declare the amended General Terms and Conditions applicable. Such amendments will be binding upon the Customer after it has been informed thereof by Neoderma.
7. In the event of a conflict between the Dutch text of these General Terms and Conditions and any translations thereof, the English text will always prevail.
8. **OFFERS AND AGREEMENTS**
9. All offers made by Neoderma are non-binding and may be withdrawn and/or amended by Neoderma at any time.
10. An agreement between Neoderma and the Customer is only concluded if an order has been expressly accepted by Neoderma in writing (including by e-mail) by means of an order confirmation, or by means of the commencement of performance of the order by Neoderma ("**Agreement**").
11. Any order of Products by the Customer is irrevocable.
12. **PRICES AND PAYMENT**
13. The prices payable by the Customer shall be those set forth in Neoderma's price list in force at the time of the order by the Customer. The prices of the Products may be amended from time to time.
14. Unless stated otherwise by Neoderma in writing, the purchase price is in Euro and exclusive of VAT (*BTW*), any other use or sales taxes, shipping costs, duties, excise and other levies or taxes imposed or levied in respect of the Products and carriage thereof.
15. Shipping costs may be increased by Neoderma if orders are placed for an amount not exceeding € 300,00.
16. Prices set by or agreed upon with Neoderma are based upon the production costs at the time of the offer. If the production costs increase thereafter or if any other change occurs in costing factors, including, but not limited to raw materials and/or shipping costs, Neoderma is entitled to charge the Customer a corresponding price increase. Neoderma will inform the Customer of such increase as soon as possible.
17. Neoderma has the right to set off any or all claims and debts between the Customer and Neoderma, irrespective of the basis of such claims, and irrespective of whether or not the debts and claims are due and payable.
18. The Customer is only entitled to set off any claims against Neoderma with any payment obligations towards Neoderma with the prior approval of Neoderma.
19. Neoderma's invoices must be paid immediately upon receipt of the Products, unless expressly stipulated otherwise. In no event will the payment period exceed fourteen (14) days as of the invoice date. The Customer will only have performed its payment obligation if the entire invoiced amount has been paid within the set payment period without any reservation.
20. If the Customer fails to meet any of its payment obligations and does not pay within the period mentioned under clause 3.7, the Customer shall immediately be in default by operation of law (without any prior notice being required).
21. As soon as the Customer is in default regarding any due payment, all of Neoderma's remaining claims vis-à-vis the Customer become immediately due and payable and the Customer will immediately be in default, by operation of law, with respect to those claims.
22. As from the day the Customer is in default, Customer owes Neoderma statutory interest (within the meaning of Article 6:119a of the Dutch Civil Code) and extrajudicial collection costs over the period of default.
23. Any dispute between the Customer and Neoderma about the quality or about any (other) complaint submitted by the Customer does not entitle the Customer to suspend

- payment in full or in part.
24. If the Customer is in default or if Neoderma has reason to assume that the Customer will not comply with its obligations under the Agreement, Neoderma will have the right, without prejudice to any other rights, to:
 25. demand that the Customer shall pay in advance, either fully or partially;
 26. suspend all or part of its obligations under the Agreement;
 27. terminate all or part of the Agreement;
 28. Neoderma always has the right to perform the delivery of Products in parts and invoice these partial deliveries separately.
29. **DELIVERY**
30. All delivery periods and other terms mentioned by Neoderma are indicative and can never be considered to be final deadlines. Exceeding a delivery period or other term does not lead to default on the part of Neoderma.
 31. Delivery of the Products by Neoderma to the Customer shall occur 'ex works' at the Customer's address, in accordance with the ICC Incoterms as adopted in 2010, or in such other way as agreed in writing.
 32. The Customer is obliged to take receipt of the Products at the agreed place and time. In the event the Customer fails to do so, the Products will be stored for the account and risk of the Customer.
 33. Failure to deliver within the stated delivery period or on the delivery date agreed upon does not entitle the Customer to compensation of damages, nor to any claim for breach of contract by Neoderma. The Customer is however entitled to rescind the Agreement by means of a written declaration if and insofar Neoderma continues the non-delivery after a written request of the Customer to deliver within a reasonable period of two (2) months as of the date of such written notice.
 34. The Customer shall take all reasonable measures and provide all information necessary for the timely supply of the Products by Neoderma. If the Customer is responsible for Neoderma's inability to supply the Products at all or in time or if the Customer refuses to take receipt of the delivery, Neoderma will have the right to terminate the Agreement. In such cases, Neoderma retains the right to seek full damages.
 35. The Products are entirely for the risk of the Customer from the moment of delivery.
 36. Neoderma shall in all events be entitled to deliver an order in one or more part(s). In the event of delivery in parts, each such partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.
37. **RETENTION OF TITLE**
38. All Products delivered and to be delivered remain the exclusive property of Neoderma until all claims as referred to in Article 3:92 paragraph 2 of the Dutch Civil Code Neoderma has or will acquire against the Customer have been paid in full.
 39. As long as ownership of the Products has not passed to the Customer, it will not have the right to transfer the Products or grant third parties any limited or other right, unless such occurs within the context of the Customer's customary business operations, and it will only be allowed to pledge the provisional ownership of the Products.
 40. The Customer is required to store the Products that were delivered subject to retention of title with the necessary care and identifiably as the property of Neoderma. The Customer is obliged to insure and keep insured the Products delivered subject to retention of title against fire, damage resulting from explosions and water and against theft. The Customer is obliged to enable Neoderma at its first request to verify whether these obligations have been complied with.
 41. Neoderma has the right to claim the Products back, without prior written notification, if the Customer is in default. The Customer is obliged to return the Products to Neoderma upon Neoderma's first demand without delay at a place indicated by Neoderma. The costs of any return by the Customer and/or retrieval by Neoderma are at the Customer's expense. Upon first demand, the Customer shall give Neoderma the opportunity to retrieve the Products supplied by Neoderma to the Customer.
42. **COMPLAINTS**
43. The Customer must inspect the Products immediately upon the actual supply or delivery of the Products for incompleteness and/or defects.
 44. If the Products supplied by Neoderma noticeably fail to satisfy the Agreement, the Customer must file a complaint within eight (8) working days of the actual delivery by written notice to Neoderma. Complaints regarding defects that are not noticeable at the time of supply must be reported to Neoderma in writing within one (1) month after the Customer has or should reasonably have noticed such defects, and in any event not later than within eight (8) weeks after the Products have been delivered.
 45. In the absence of any complaint submitted in the manner and within the terms prescribed in Articles 6.1 and 6.2 of these General Terms and Conditions, all statutory and contractual claims on the part of the Customer against Neoderma lapse and the Products will be deemed to have been

- accepted unconditionally and irrevocably by the Customer.
46. The Customer enables Neoderma to perform an investigation into the validity of the complaint. The Customer is required to demonstrate that the alleged defect already existed at the time the Products were delivered.
 47. If Neoderma considers that a complaint is well-founded, Neoderma will at its discretion:
 48. remedy the defects;
 49. deliver replacement Products against the return of the defective Products;
 50. terminate the Agreement and refund the amounts already paid against the return of the Products.
 51. Return shipments are only accepted following written approval by Neoderma and they will only be compensated if Neoderma considered a complaint to be well-founded.
 52. Complaints concerning the conformity of Products that have been delivered do not give the Customer the right to suspend its payment obligations towards Neoderma, or to cancel any remaining or follow-up orders or to refuse any other part of the relevant delivery.
 53. **LIABILITY**
 54. Without prejudice to the provisions of Article 6 of these General Terms and Conditions and with the exception of intent or wilful recklessness on the part of Neoderma or its managerial personnel:
 55. Neoderma is only liable towards the Customer for direct and foreseeable damage resulting from a specific attributable failure on the part of Neoderma to comply with its obligations under the Agreement.
 56. Neoderma's liability is in all cases limited to the amount that is paid out in the relevant case under the (liability) insurance taken out by Neoderma, to be increased by the applicable excess.
 57. if for any reason whatsoever the insurance does not entitle Neoderma to a payment, Neoderma's liability is limited to at most the amount (exclusive of VAT) that was charged for the relevant Products to which the liability relates.
 58. Neoderma is never liable for indirect losses, including resulting losses, lost profit, missed savings, losses resulting from business interruption or for losses sustained by third parties of any kind whatsoever.
 59. Neoderma is never liable for any loss (i) relating to defects in respect of which the Customer did not complain or did not complain on time in accordance with Articles 6.1 and 6.2 of these General Terms and Conditions, and/or (ii) if the Customer has processed all or part of the Products or has adjusted or modified them;
 60. Neoderma is never liable for any damage caused by the use or misuse of any Products by the Customer, including – without limitation – damage resulting from (i) any non-compliance with Neoderma's instructions for storage and/or use (including the Neoderma protocol for the Cabin-Concept treatments), (ii) allergic reactions or personal injuries, (iii) improper use of the Products, such as use after the expiry date, and (iv) any use contrary to the purpose of the Products.
 61. The Customer indemnifies Neoderma against all third-party claims for compensation of indirect losses, including resulting losses, lost profit, missed savings, losses resulting from business interruption, in connection with the Products without prejudice to any other rights of Neoderma.
 62. **CONFIDENTIALITY**
 63. The Customer will treat in strict confidence and not disclose to third parties any information that concerns the Agreement with or offers and Products from Neoderma, unless: (i) it concerns information for which consent for disclosure to third parties was obtained from Neoderma, or (ii) it concerns information whose disclosure to third parties pursuant to statutory provisions or a legal dispute is necessary or mandatory, provided an attempt is made in that connection to prevent further dissemination as much as possible, and in both cases only following consultation with Neoderma (to the extent permitted by law) concerning the content, format and timing of the intended disclosure.
 64. **PERSONAL DATA**
 65. Neoderma shall comply with its privacy policy when collecting and processing Customer's personal data. Neoderma's privacy policy can be consulted, downloaded and printed via the website www.neoderma.com. The Customer acknowledges and agrees with the conditions laid down in Neoderma's privacy policy.
 66. **INTELLECTUAL PROPERTY RIGHTS**
 67. Neoderma and the Customer agree that all current and future intellectual property rights, including but not limited to: patent rights, copyrights, trademark rights and design rights, in respect of the Products vest and shall remain vested exclusively in Neoderma. The Customer expressly confirms that it does not acquire any intellectual property rights in respect of the Products and shall not attempt to acquire or register any intellectual

property rights, nor shall the Customer act in any way that may create the impression with third parties that the Customer owns any intellectual property rights in respect of the Products.

68. The Customer is not allowed to reproduce or have reproduced the Products or parts thereof, in modified form or otherwise.
69. The Customer shall not partially or entirely remove or alter any marks, trade names and designations (including, without limitation, designations regarding copyrights or other intellectual property rights) affixed on the Products by or on behalf of Neoderma or its suppliers.
70. The Customer notifies Neoderma immediately of (alleged) (imminent) infringements of the intellectual property and other rights relating to the Products or (alleged) (imminent) infringement by the Products of third party intellectual property and other rights. At such times, Neoderma and the Customer will consult with each other and render to each other all cooperation in order to enforce or avert claims in court.
71. **FORCE MAJEURE**
72. In case of force majeure within the meaning of Article 6:75 of the Dutch Civil Code, which includes in any event: war, disturbances, fires and other disasters, lack of raw and auxiliary materials, fuels, operational breakdowns, strikes, lockouts, government intervention, traffic breakdowns, also as a result of weather and other circumstances, irrespective of whether this takes place within the business of Neoderma or at its suppliers or transport companies, and in all circumstances Neoderma was unable to prevent or avert, Neoderma's compliance with its obligations will be suspended in whole or in part for the duration of such force majeure, without Neoderma being obliged to pay any compensation.
73. If Neoderma is unable to comply with its obligations towards the Customer for an uninterrupted period of more than sixty (60) days as a result of force majeure, both parties will have the right to terminate all or part of the Agreement, in which case the Customer cannot claim any compensation.
74. In the event of such a change in circumstances that (further) performance on the part of Neoderma of its obligations under the Agreement becomes so onerous that performance cannot be expected, Neoderma will have the right to terminate all or part of the Agreement, without Neoderma being obliged to pay any compensation.

75. **TERMINATION**

76. The parties have the right to terminate all or part of the Agreement extra judicially without

any notice of default and without being obliged to pay any compensation if:

77. a party is declared bankrupt or an application to that effect is submitted, a suspension of payment is granted or an application to that effect is submitted;
78. a party ceases its business activities for a period exceeding three (3) consecutive months.

79. **APPLICABLE LAW AND DISPUTES**

80. Any offer from and all Agreements concluded with Neoderma are governed exclusively by Dutch law, with the exclusion of the Vienna Sales Convention.
81. All disputes concerning and arising from offers from and Agreements with Neoderma will be submitted exclusively to the competent court in Amsterdam without prejudice to the right to appeal and the right to submit an appeal to the Supreme Court.

82. **FINAL PROVISIONS**

83. The Customer's rights towards Neoderma cannot be transferred within the meaning of Article 3:83 paragraph 2 of the Dutch Civil Code, unless and to the extent Neoderma has approved such a transfer in writing in advance.
84. If a provision of these General Terms and Conditions should prove to be invalid or unenforceable, such will not alter the validity or enforceability of any other provision of these General Terms and Conditions. Such an invalid or unenforceable provision will be replaced or will be deemed to have been replaced with a provision that is deemed to be valid and enforceable and whose interpretation approaches the purport of the invalid or unenforceable provision as closely as possible.
