

# GENERAL TERMS AND CONDITIONS

## *FOUR COSMETICS*

### **Definitions**

1. Four Cosmetics: Four Cosmetics, established in Amsterdam, The Netherlands (Rijnstraat 84-2, 1079HL). Chamber of Commerce no. 82064504, BTW-id no. NL003636361B42.
2. Customer / Consumer: The party which Four Cosmetics has entered into an agreement via the sell of her products and services.

### **Applicability**

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Four Cosmetics.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

### **Prices**

1. All prices used by Four Cosmetics are in Euros, are inclusive of VAT and shipping costs in the Netherlands, and exclusive of any other costs such as administrations costs and levies unless expressly stated otherwise or agreed otherwise. Shipping costs are excluded in the prices used by Four Cosmetics when shipping outside The Netherlands.
2. Four Cosmetics is entitled to adjust all prices for its products or services, shown in its shop, website or otherwise, at any time.
3. Increases in the cost prices of the products or parts thereof, which Four Cosmetics could not foresee at the time of making an off or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the results of statutory regulation.

### **Payments and payment term**

1. Four Cosmetics may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
2. The customer must have paid the full amount within 7 days after delivery of the product.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he / she is legally in default, without Four Cosmetics having to send the customer a reminder or to put him / her in default.
4. Four Cosmetics reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of services or products.

### **Consequences of late payment**

1. If the customer does not pay within the agreed term, Four Cosmetics is entitled to charge an interest of 2% per month for non-commercial transactions for the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he / she is also due to extrajudicial collection costs and may be obliged to pay any compensation to Four Cosmetics.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Four Cosmetics may suspend its obligations until the customer has met his / her payment obligation.

5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the behalf of the customer, the claims of Four Cosmetics on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Four Cosmetics, he / she is still obliged to pay the agreed price to Four Cosmetics.

### **Right of recovery of goods**

1. Re-sell by third parties of the products owned by Four Cosmetics is not allowed. As soon as the customer or any third party is in default, Four Cosmetics is entitled to invoke the right of recovery with regard to the products delivered to the customer or a third party.
2. In addition, when a customer is in default, Four Cosmetics is entitled to invoke the right of recovery with regard to the unpaid product(s) delivered to the customer.
3. Four Cosmetics invokes the right of recovery by means of a written or electronic announcement.
4. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to Four Cosmetics, unless the parties agree to make other arrangements about this.
5. The costs for the collection or return of the products are at the expense of the customer.

### **Right of withdrawal**

1. A customer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, providing that:
  - The product has not been used
  - The product is not specially tailored for the customer or adapted to its special needs
  - It is not a product that may not be returned for hygienic reasons
  - The consumer has not renounced his / her right of withdrawal
2. The cooling-off period of 14 days as referred to in paragraph 1 commences:
  - On the day after the customer has received the last product or part of one order
  - As soon as the customer has confirmed the purchase of digital content via the internet
3. The consumer can notify his / her right of withdrawal via the website of Four Cosmetics, or via the withdrawal form that can be downloaded via the website of Four Cosmetics.
4. The consumer is obliged to return the products to Four Cosmetics within 14 days after the notification of his / her right of withdrawal, after which period his / her right of withdrawal will lapse.

### **Reimbursement of delivery costs**

1. If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement according to the law, Four Cosmetics will refund these costs to the customer within 14 days of receipt of the timely appeal to be the right of withdrawal, provided that the customer has returned the product to Four Cosmetics in time.
2. The costs for return are only reimbursed by Four Cosmetics if the complete order is returned.

### **Exchange**

1. Exchange is only possible if the following conditions are met:
  - Exchange takes place within 14 days after the purchase upon presentation of the original invoice
  - The product is returned in the original packaging or with the original (price) tags still attached to it
  - The product has not been used.
2. Discount items, specially adapted articles for the customer and opened and/or used products cannot be exchanged.

## **Indemnity**

The customer indemnifies Four Cosmetics against all third-party claims that are related to the products and/or services supplied by Four Cosmetics.

## **Suspension of obligations by the customer**

The customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

## **Retention of title**

1. Four Cosmetics remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Four Cosmetics under whatever agreement with Four Cosmetics including of claims regarding the shortcoming in the performance.
2. Until then, Four Cosmetics can invoke its retention of title and take back the goods.
3. The customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Four Cosmetics invokes its retention of title, the agreement will be dissolved and Four Cosmetics has the right to claim compensation, lost profits and interest.

## **Delivery**

1. Delivery takes place while stock last.
2. Delivery of products ordered online takes place at the address indicated by the customer.
3. If the agreed price is not paid on time, Four Cosmetics has the right to suspend its obligations until the agreed price is fully paid.
4. In the event of late payment, the customer is automatically in default, and hereby he / she cannot object to late delivery by Four Cosmetics.

## **Delivery period**

1. Any delivery period specified by Four Cosmetics is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an electronic confirmation to his / her order from Four Cosmetics.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Four Cosmetics cannot deliver within 3 months or if the parties have agreed upon otherwise.

## **Actual delivery**

The customer must ensure that the actual delivery of the products ordered by him / her can take place in time.

## **Transport costs**

Transport costs for the delivery in The Netherlands is free or charge. Transport costs for delivery out of the Netherlands are on behalf of the customer, unless the parties have agreed upon otherwise.

## **Packaging and shipping**

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Four Cosmetics may not be held liable for any damage.
2. If the customer him- or herself takes care of the transport of a product, he / she must report any visible damage to products or the packaging prior to the transport to Four Cosmetics, failing which Four Cosmetics cannot be held liable for any damage.

## **Complaints**

1. The customer must examine a product or service by Four Cosmetics as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Four Cosmetics of this as soon as possible, but in any case within 14 days after the discovery of the shortcomings.
3. The customer gives a detailed description as possible of the shortcoming, so that Four Cosmetics is able to respond adequately.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.
5. If a complaint related to ongoing work, this can in any case not lead to Four Cosmetics being forced to perform other work than has been agreed.

## **Giving notice**

1. The customer must provide any notice of default to Four Cosmetics in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Four Cosmetics in time.

## **Liability of Four Cosmetics**

1. Four Cosmetics is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Four Cosmetics is liable for any damage, it is only liable for direct damages that result from or are related to the execution of an agreement.
3. Four Cosmetics is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Four Cosmetics is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or partial dissolution of the agreement and/or suspension of any obligation.

## **Expiry period**

Every right of the customer to compensation from Four Cosmetics shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:86 of the Dutch Civil Code.

## **Dissolution**

1. The customer has the right to dissolve the agreement if Four Cosmetics imputably fails in the fulfillment of her obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.

2. If the fulfilment of the obligations by Four Cosmetics is not permanent or temporarily impossible, dissolution can only take place after Four Cosmetics is in default.
3. Four Cosmetics has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfil his / her obligations under the agreement, or if circumstances give Four Cosmetics good ground to fear the the customer will not be able to fulfil his / her obligations properly.

### **Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Four Cosmetics in the fulfilment of any obligations to the customer cannot be attributed to Four Cosmetics in any situation independent of the will of Four Cosmetics, when the fulfilment of it obligations towards the customer is prevented in whole or in part or when the fulfilment of its obligations cannot reasonably be required from Four Cosmetics.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Four Cosmetics cannot fulfil one or more obligation towards the customer, these obligations will be suspended until Four Cosmetics can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Four Cosmetics does not owe any (damage) compensation in a situation off force majeure, even if it has obtained any advantages as a result of the force majeure situation.

### **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

### **Changes in the general terms and conditions**

1. Four Cosmetics is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Four Cosmetics with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

### **Transfer of rights**

1. The customer cannot transfer its rights deferring from an agreement with Four Cosmetics to third parties without the prior written concerns of Four Cosmetics.
2. This provision applies as a clause with a property law effect as referred to in Section 3:93 (2) Dutch Civil Code.

### **Consequences of nullity or annul-lability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Four Cosmetics had in mind drafting the conditions on that issue.

**Applicable law and competent court**

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Four Cosmetics is established is exclusively competent in case of any disputes between parties.

**Drawn up in June 2021.**