GENERAL TERMS AND CONDITIONS OF PURCHASE No.: 03/2014
of CARE_FULL Colours Kosmetik Produktions GmbH (hereinafter referred to as CFC)

CARE_FULL COLOURS
The make-up company

I. Conclusion of the Agreement/Form Requirement

a) These General Purchase Terms and Conditions apply to all orders of CFC unless other agreements have been made expressly and in writing. Any of the Supplier's general terms and conditions, which contradict our General Terms and Conditions, shall be effective only, if we have agreed to them expressly in writing. Unconditional acceptance of order confirmations or deliveries and their payment does not constitute an acknowledgment of any of Supplier's different terms and conditions.

b) With the first delivery under these Purchase Terms and Conditions, Supplier acknowledges their validity for this and all subsequent orders.

c) For their effectiveness, all agreements concluded between CFC and Supplier for the purpose of the execution of the order must be set forth in writing and must be confirmed in writing by CFC.

d) CFC is entitled to revoke the order free of charge, if Supplier has not confirmed the order unchanged within two weeks upon receipt.

e) Outsourcing to third parties the delivery and services in whole or in part requires CFC's prior written approval.

II. Prices, Payment Terms, Payment Default

a) Unless otherwise agreed, the prices agreed with the supplier are net prices and include all packaging, shipping and any other additional expenses such as customs. The applicable statutory value-added-tax is added separately.

b) Any price increase conditions require the express written consent of CFC.

c) CFC can process invoices only if invoices CFC receives include an itemized order number. Any payment terms start only at such time. Seller is responsible for all consequences arising from non-compliance with this obligation, unless Seller can prove that it was not Seller's fault.

d) Invoices shall include the date of order and delivery as well as the quantity, a description of each packaging unit and it shall be sent as single copy to CFC; Item 2 lit. c) shall remain unaffected thereby.

e) Unless otherwise agreed in writing, CFC pays invoices within 14 days minus 3% discount or net within 90 days after the products have been received completely and after receipt of the invoice. Any payments of invoices are subject to review and do not constitute an acknowledgment of the product complying with the order.

f) CFC can exercise its right of set-off and retention within the legally permissible scope. In particular, CFC is entitled to withhold payment for as long as it has claims against Supplier for incomplete and sub-standard performances.

g) CFC does not owe any default interest. Supplier's entitlement for payment of late fees shall be unaffected thereby. CFC's default date is regulated by the legal provisions. In any case, a dunning letter is required from Supplier.

h) Supplier only has any set-off and retention rights if Supplier's claim was determined by a court of law, is undisputed or acknowledged by CFC in writing. However, Supplier is entitled to retention for claims under the same contractual relationship.

III. Delivery, Transfer of Risk, Contractual Penalty

a) To the extent that delivery periods have been agreed, then these begin from the date of the order and these are binding as essential contractual content just like the agreed delivery dates. Supplier must notify CFC immediately and in writing of any foreseeable delivery delays regardless of any rights CFC may have as a result thereof.

b) CFC is entitled to all rights provided by law in the event of a delay in the delivery.

c) CFC is entitled to demand delivers of partial quantities in writing. Furthermore, CFC accepts any excess or shortage of delivered quantities only to the extent customary, provided CFC has approved this prior to the delivery in writing. If such delivery is executed without prior written consent of CFC, then CFC is entitled to return the shipment at Supplier's expense.

d) The ordered products are delivered „freight prepaid" to the receiving address specified by CFC, i.e. specifically on Supplier's risk and account. The destination is also the place of performance (Bringschuld/the performance owed must be fulfilled at the place of performance). Supplier bears the risk of shipping even in the event that CFC has absorbed the cost of the shipment.

e) Supplier is obliged to specify precisely on all shipping documents and bills of lading CFC's order number and product quantity; if Supplier fails to do so then CFC is not responsible for any delays in processing. Supplier must enclose with the shipping documents and bills of lading certificates of the inspection of the merchandise provided these documents are available to Supplier.

If at all possible, these certificates should be sent prior to delivery.

f) Supplier is not entitled to outsource any services Supplier owes without the prior written consent of CFC. Supplier is responsible for risk of procurement of Sup- plier's services unless it is a specially customized product.

IV. Reservation of Title

a) Under the effective rights of the Supplier to retain title to the products, the products' title changes hands upon CFC's payment for these products; any other types or retention of title such as the so-called retention based on the current account balance [Kontokorrentvorbehalt] or/and based on the balance of other affiliates [Konzernvorbehalt] do not apply.

V. Quality Assurance

a) Upon CFC's request, supplier agrees to provide CFC proof of his quality assurance system and the quality standards applicable in his company and to notify CFC promptly in writing in the event of significant changes with regard to the quality assurance system or quality standards. Supplier is responsible for maintaining an adequate, efficient and dependable quality assurance system and that all processes within Supplier's area of responsibility are completely covered.

b) CFC or a third party contracted by CFC is entitled to determine through audits whether the quality assurance measures of the Supplier are suitable to meet the requirements specified by CFC and whether these can be executed in the agreed upon scope.

VI. Warranty, Damage Compensation, Limitation Period

a) The delivery must be executed free of material and legal defects and it must comply with the generally accepted state of the art and the contractual agreed properties, standards and safety and occupational safety, accident prevention and other regulations.

b) In the event of any deficiency, CFC is entitled to the rights and claims under the law.

c) The limitation period for deficiency claims shall be two years. This does not apply to items that are used for the first time for a structural building in accordance with their standard manner of use.

d) CFC must inspect the shipment for any defects within a reasonable time and must notify Supplier of any defects. This notification must be sent within ten workdays calculated from the date shipment was received or calculated from the date of discovery in the event of hidden defects.

e) If Supplier has provided a declaration of origin for the shipment, then Supplier is obliged to compensate for any damages that arise from the fact that declared origin is not recognized e.g. because the declaration is erroneous or it cannot be verified. Supplier shall only be liable in the event of culpable conduct or for lack of an assured characteristic.

f) With regard to the delivered merchandise, Supplier is obliged to indemnify CFC from any domestic or international third party legal claims, which can arise from the violation of domestic or foreign patents, utility models, copyrights or other rights. In the event of third party claims, Supplier must compensate CFC for any damages resulting therefrom. This includes the costs of legal proceedings, damage compensation and the expenses for any modification and reconstruction work.

VII. Place of Performance, Jurisdiction, Applicable Law

a) Unless otherwise contractually agreed, place of performance for payment and delivery is at CFC's place of business.

b) If Supplier is a businessperson, a legal entity under public law or a special fund under public law, then jurisdiction is at CFC's place of business. Any legal actions can only be taken there. However, CFC is entitled to call upon the courts at Supplier's place of business.

c) Only German law applies. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded. Only the German text of the Agreement is binding.

VIII. Legal Effectiveness, Data Protection

a) If one of the provisions of these General Purchase Terms and Conditions is or becomes ineffective, it does not affect the validity of the remaining agreement. The Party's intent will replace it; otherwise, it is replaced in accordance with legal regulations. In no case, the respective provision in these General Purchase Terms and Conditions will be replaced by the business terms and conditions of Supplier.

b) For their effectiveness, any changes or supplements to this agreement by Supplier require the written consent of CFC. The same shall apply to any change to the contractually agreed written form requirement.

c) Any of Supplier's letters of intent of legal ramifications such as terminations, rescissions or damage claims are only effective if set forth in writing.

d) CFC has the right to process and store any data about Supplier - even if these are from third parties - CFC has received in connection with this business relationship in compliance with the Federal Data Protection Act. In addition, CFC can engage third parties for the processing and storage of these data.

IX. Code of Conduct

Just like CFC itself, Suppliers oblige themselves to follow a business conduct in accordance with the ten principles of Global Compact - the result of an initiative of the United Nations to promote sustainable development and societal commitments:
http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html

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The company's place of business is Burgwedel.
Register Court Hanover, HRB 120110

Effective as of: 23. May 2014