

GENERAL PURCHASING TERMS (GPT)**Item 1 Scope and Formal Requirements**

1.1 These General Purchasing Terms ("GPT") are an integral part of all contracts ("Purchase Contracts") regarding the purchase of movable goods ("Goods") and services of any kind between suppliers, service providers, and other contractors who are entrepreneurs in accordance with § 14 of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB) ("Supplier") and the following companies of BHI Beauty & Health Investment Group: ASAMBEAUTY GmbH, M. Asam GmbH, Asam Betriebs-GmbH, ahuhu GmbH, and Innobeauty GmbH (each individually "BHI").

1.2 These GPT shall apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the Supplier shall only become part of the contract if and as far as BHI explicitly agrees to their application in text form. The GPT shall also apply if BHI accepts the Supplier's delivery or service without reservation in the knowledge that the Supplier's general terms and conditions contradict or deviate from the GPT. Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements, and amendments) shall take precedence over these GPT. The content of such agreements shall be subject to a written agreement.

1.3 The GPT as amended shall also apply to any subsequent purchase contracts with the same Supplier without this having to be mentioned or agreed upon when entering into the subsequent transactions.

1.4 Any declarations and notifications to be made by the Supplier to BHI following conclusion of the contract (e.g., setting of deadlines, reminders, declaration of withdrawal) shall require text form to be effective.

Item 2 Conclusion of Contract

2.1 Orders placed by BHI shall only be binding if BHI has placed or confirmed them in text form.

2.2 If the Supplier's order confirmation deviates from BHI's order, conclusion of a purchase contract shall require acceptance of the deviation by BHI in text form.

2.3 Verbal agreements or agreements made on the phone must be confirmed by BHI in text form in order to be valid.

2.4 Orders or changes to orders by BHI that do not include a deadline for acceptance may be accepted by the Supplier within 14 days by declaration in text form. Receipt of the declaration of acceptance by BHI shall be decisive for timely acceptance.

2.5 The information provided by BHI on the object of the delivery or service (such as weights, dimensions, utility values, load capacity, tolerances and technical data) and the representations of BHI in this respect (such as drawings, plans, and illustrations) shall be binding. The Supplier shall notify BHI of any errors in the order documents or concerns regarding them in text form without undue delay.

2.6 BHI shall have the right to change the product and/or performance specifications as far as the change can be implemented within the Supplier's normal production process without any significant additional effort or becomes necessary due to applicable legal requirements. If we change the product and/or service specifications, the Supplier shall inform us of the additional costs and delivery delays expected by it in text form without undue delay.

Item 3 Prices, Invoicing, and Payment Modalities

3.1 The price stated in BHI's order shall be binding. Unless otherwise stated separately, the price stated in the order shall include the respective statutory value added tax.

3.2 Unless explicitly agreed otherwise, the price shall include delivery of the Goods in accordance with INCOTERM 2020 "DDP", all ancillary services (e.g., packaging, assembly, installation) as well as all ancillary costs (e.g., for transport and liability insurance, if agreed).

3.3 Unless explicitly agreed otherwise, BHI shall pay the agreed price within 45 days of receipt of the Goods or after complete performance of the service and acceptance and after receipt of a proper invoice in accordance with item 3.4. BHI shall have the right to deduct a 3% discount for payment within 14 calendar days.

3.4 Invoices shall be sent separately for each individual order to the specified invoice address. Invoices must comply with the current legal requirements of § 14 of the VAT Act (*Umsatzsteuergesetz*; UStG) and, if applicable, include the

BHI ID named in the BHI order. Invoices without this information shall be deemed not issued and the deadline of item 3.3 shall not commence.

Item 4 Delivery

4.1 The Supplier shall not have the right to assign any significant parts of its performance obligations under the purchase contract to a third party without BHI's prior consent to be given in text form. Third parties must only be involved without the consent of BHI if the assigned service is an insignificant partial service within the scope of the purchase contract.

4.2 Any agreed delivery/service deadlines and dates shall be binding upon the Supplier. Unless explicitly agreed otherwise, the Supplier shall deliver the Goods in accordance with INCOTERMS 2020 DDP or provide the service owed at the agreed destination at its own expense. The place of destination shall also be the place of performance (debt to be discharged at the creditor's site).

4.3 The risk of loss of or damage to the Goods shall pass to BHI upon delivery of the Goods or provision of the complete service at the agreed destination unless the delivery/service has already been explicitly accepted by BHI beforehand.

4.4 The method of dispatch and packaging are subject to the Supplier's dutiful discretion. The Supplier shall ensure proper protection of the delivered Goods from damage upon handover at the place of destination as well as unloading and storage of the Goods at the place of destination in a manner that excludes any risk to employees and third parties. The stored Goods must not cause any danger to the public.

4.5 At the request of BHI, the Supplier shall take back any disposable packaging material free of charge at the place of destination either directly upon delivery or at a later date.

4.6 The Supplier shall be obligated to indicate BHI's order number as well as the item number, the number of packages per item, the total quantity per item, and the total weight on all accompanying documents; if it fails to do so, the Supplier shall reimburse BHI for the resulting delays and costs in processing.

4.7 If the agreed delivery/performance time is exceeded, the Supplier shall automatically enter default. The Supplier shall be obligated to inform BHI in text form without undue delay if any circumstances occur or become apparent to the Supplier that suggest that the agreed delivery/performance deadlines and dates cannot be met.

4.8 In case of culpable delivery default, BHI shall have the right to claim lump-sum damages for default in the amount of 1.5% of the delivery value per completed week of delay, up to a total of 5% of the order value. Any further legal claims, in particular withdrawal or compensation for damages due to non-fulfilment, are reserved. The Supplier shall have the right to prove to BHI that no damage or significantly lower damage has been incurred as a result of the delay.

4.9 Unconditional acceptance of a delayed delivery or service shall not constitute a waiver of claims for compensation on the part of BHI.

4.10 If BHI charges the Supplier with production of the Goods to be delivered (contract for work), BHI shall have the right to inspect the production at the Supplier's premises. The scope of the reviews shall be agreed between the parties from case to case. The inspection shall provide BHI with the necessary information to ensure the quality and quantity of the Goods ordered.

4.11 Delivery of the ordered Goods before the agreed delivery date or partial delivery shall only be permitted with BHI's prior consent declared in text form.

4.12 In cases of force majeure, such as acts of war or terrorism, riots, strikes, industrial disputes, official measures restricting trade and/or production (in particular due to a pandemic situation) as well as other unforeseeable, unavoidable, and serious events, BHI shall be released from its obligation to accept the Goods or services in time for the duration of the event and the scope of its effect, as far as this event makes acceptance impossible or unreasonable for BHI. If an event of force majeure renders delivery or performance significantly more difficult or impossible and if the hindrance is not limited in time to a duration of up to 3 months, BHI shall have the right to withdraw from the purchase contract.

Item 5 Warranty, Product Liability

5.1 The Supplier warrants that the delivered Goods comply with the contractual agreements in terms of quality. Unless otherwise agreed, all Goods and services shall comply with the current state of science and technology as well as the statutory safety requirements at the time of delivery or provision of services.

5.2 The Supplier shall be solely responsible for compliance with the applicable laws, ordinances, standards, and regulations, in particular the standards of technical safety, occupational health and safety, environmental protection, and fire protection. This shall also apply to transport in the case of free domicile deliveries until the transfer of risk to BHI.

5.3 Suppliers of electronic equipment are obligated to provide BHI with the current CE declarations of conformity and test certificates from independent VDE test institutes free of charge upon first request.

5.4 The Supplier shall ensure that the raw materials are produced and labelled based on Regulation (EC) No 834/2007 when purchasing raw materials from organic/ecological production. The Supplier shall submit the organic/ecological certificates of the respective Supplier companies, such as import permits for the entire production and trade chain, for all purchased raw materials from organic/ecological production to BHI without undue delay.

5.5 The obligation to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (*Handelsgesetzbuch*; HGB) shall be subject to statutory provisions, with the following proviso: BHI's obligation to inspect shall be limited to defects that become apparent based on external inspection, including the delivery documents, during the incoming goods inspection as well as in the random sampling procedure in quality control (e.g., transport damage, incorrect and short delivery). There shall be no obligation to inspect as far as acceptance has been agreed. Apart from this, the scope at which an investigation is customary in the ordinary course of business, under consideration of the circumstances of the individual case, shall be decisive. Further examination of any advertising media delivered will only be feasible once the advertising media have been installed.

5.6 The warranty period shall be 36 months, except if the law requires a longer period for the specific Goods or services. The period shall commence upon proper delivery of the Goods or upon acceptance of the service. In cases of subsequent performance, it shall be extended by the time during which the delivery item cannot be used by BHI in accordance with the contract.

5.7 In case of defects, BHI shall be due the statutory claims for defects to the full extent; in any case, BHI shall have the right to demand from the Supplier, at its option, remedy of the defect or delivery of a new item

5.8 The Supplier shall bear any expenses necessary for inspection and subsequent performance even if it turns out that there actually was no defect. BHI shall only be liable for unjustified requests to remedy a defect if BHI recognised or was grossly negligent in not recognising that there was no defect.

5.9 The following shall apply notwithstanding the statutory warranty claims: If the Supplier does not comply with its obligation to remedy the defect - at BHI's option by removal of the defect (rectification) or by delivery of an item free of defects (replacement) - within a reasonable period of time set by BHI, BHI may remedy the defect itself and demand compensation from the Supplier for any expenses required for this or a corresponding advance payment. A deadline may be dispensed with if the supplementary performance by the Supplier has failed or is unreasonable for BHI (e.g., due to particular urgency, danger to operational safety, or imminent occurrence of disproportionate damage); BHI shall inform the Supplier of such circumstances without undue delay.

5.10 If the Supplier is responsible for any damage caused by the product delivered by it, it shall indemnify BHI against any third-party claims as far as the cause is within its sphere of control and organisation and it is directly liable in relation to any third parties. Within the scope of its indemnification obligation, the Supplier shall reimburse expenses resulting from or in connection with a third-party claim in accordance with §§ 683, 670 BGB including recall campaigns performed by BHI. BHI shall inform the Supplier - as far as this is possible and reasonable - of the content and scope of recalls and give it the opportunity to comment. Any further legal claims shall remain unaffected.

Item 6 Property Rights

6.1 As far as BHI charges the Supplier with manufacture of Goods in the design of which BHI holds an industrial property right (e.g., design patent), BHI shall allow the Supplier to use such industrial property rights for the term and purpose of performing the purchase contract. The permission shall be simple, revocable at any time, and non-transferable. Title in any documentation, samples, illustrations, drawings, etc. created or to be created for design of the products (together the Documentation) shall be due to BHI. The Supplier shall keep the above Documentation for a period of five years after the last delivery to BHI. All Documentation shall be used exclusively for production based on BHI's order and shall be returned to BHI upon request, together with all

copies or reproductions, also in electronic and/or digital form, such as floppy disks and CD-ROM data storage, without undue delay at any time upon request and without prompting no later than after 5 years.

6.2 Upon the delivery of a work protected by copyright or commercially by registration of a property right, the Supplier grants BHI a simple right of use in all types of use, unrestricted in terms of content, space, and time at the time of delivery or rendering of the service. If BHI orders development or further development of Goods and if this results in a work in which registrable industrial property rights may arise, such industrial property rights shall belong to BHI alone. The Supplier shall not have the right to register or claim any patents, registered designs, utility models, trademarks, or other industrial property rights in connection with the ordered development or further developments.

6.3 The Supplier guarantees that no third-party rights are infringed in connection with its delivery. If any third party raises a claim against BHI on such grounds, the Supplier shall be obligated to indemnify BHI against such third-party claims. This exemption shall also cover the costs of a reasonable legal defence.

Item 7 Secrecy

7.1 All information disclosed by BHI to the Supplier in the course of the preparation and/or implementation of the cooperation shall be treated as strictly confidential; it shall be kept secret and must not be disclosed to any third parties without the prior consent of BHI in text form. This obligation of secrecy shall include all mutually provided information, including any documents, records, and materials, in particular any illustrations, drawings, calculations, models, and any other details or documents that have been provided to the Supplier for performance of its services or that have been produced by the Supplier according to the specifications of BHI. This shall also cover verbal declarations.

7.2 The obligation to maintain secrecy shall continue after the purchase contract has been performed. It shall expire if and as far as the information has become generally known.

7.3 The Supplier must only advertise the business relationship with BHI with the prior consent of BHI in text form.

Item 8 Transfer of Title, Provision of Tools, Spare Parts

8.1 Title in the Goods shall pass to BHI without restriction at the latest when the purchase price for the delivered Goods has been paid in full. BHI shall remain authorised to resell the Goods in its ordinary course of business even before payment of the purchase price, with advance assignment of the resulting purchase price claim.

8.2 If BHI provides any accessories for performance of the purchase contract, BHI shall retain title in them even after the accessories have been installed in the Goods and before payment of the agreed purchase price.

8.3 The Supplier shall be obligated to use any tools provided by BHI, if applicable, which shall remain the property of BHI, properly and to treat them with care. The Supplier shall perform any necessary maintenance and inspection work on the tools at BHI's request.

8.4 The Supplier shall be obligated to keep spare parts for the delivered Goods in stock for a period of at least two years after delivery.

Item 9 Right of Retention and Offsetting

9.1 A right of retention of the Supplier due to any claims against BHI is excluded unless the asserted right of retention is based on the same contractual relationship as the claim against BHI.

9.2 Offsetting by the Supplier against any claims due to BHI shall only be permitted as far as the Supplier's claim is undisputed by BHI, i.e., has been recognised in text form or has been legally established by a court of law.

Item 10 Final Provisions

10.1 The law of the Federal Republic of Germany shall apply subject to exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

10.2 If any individual provisions are invalid or unenforceable, this shall not affect the validity of any other provisions. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision the effects of which come as close as possible to the economic objective the contracting parties pursued with the invalid or unenforceable provision. This shall not apply if compliance with the contract would constitute undue hardship for one party.

10.3 In addition to these GPT, the "Code of Conduct for Suppliers and

Business Partners of BHI Group” as provided at https://code_of_conduct_for_suppliers_and_business_partners shall apply.

10.4 The exclusive place of jurisdiction for any disputes arising from the purchase contract or concerning its validity shall be Munich, as far as this is permitted by law.

As of: November 2022