

SPOTLIGHT COSMETICS General terms and conditions of sale**1. Definitions**

In these general terms and conditions, the following words shall have the following meaning:

‘SPOTLIGHT COSMETICS’ (‘us’ ‘our’): Spotlight Cosmetics B.V., holding its office at Graaf van Solmsweg 50 K, 5222BP 'S-HERTOGENBOSCH and registered at the Dutch Chamber of Commerce under 76981606, user of these general terms and conditions;

‘Purchaser’: the legal person or natural person who, acting in the course of his profession or business, buys products or has the intention to buy products from SPOTLIGHT COSMETICS.

‘Party’: either SPOTLIGHT COSMETICS or Purchaser

‘Parties’: both SPOTLIGHT COSMETICS and Purchaser

‘Agreement’: the written agreement between SPOTLIGHT COSMETICS and Purchaser regarding the products to be delivered or the work to be performed.

‘Order’: any order placed by the Purchaser in whatever form, for the purchase of Products or Services.

‘Products’ (also: ‘goods’): the goods to be supplied by SPOTLIGHT COSMETICS on the basis of an Order.

‘Services’: the services to be rendered by SPOTLIGHT COSMETICS on the basis of an Order.

‘Standard Products’: Products forming part of SPOTLIGHT COSMETICS’ regular catalogue or standard assortment and ordinarily saleable to other professional customers in the normal course of business.

‘Custom Products’: Products manufactured, filled, labelled, packaged, configured, adapted or otherwise prepared specifically for the Purchaser, including Products not forming part of SPOTLIGHT COSMETICS’ standard assortment, private label Products, bespoke packaging or labelling, customer-specific colour selections, and any other Products which cannot reasonably be resold to third parties without disproportionate delay, discounting or loss.

‘Large-Volume Standard Order’: an Order for Standard Products which, by reason of volume, batch size, shelf life, customer-specific allocation, commercial demand or inventory turnover, cannot reasonably be resold by SPOTLIGHT COSMETICS within a normal commercial timeframe without material loss.

‘Production Start’: the earliest of reservation of production capacity, allocation of stock or batch capacity, procurement or commitment of raw materials, components or packaging for the Order, release of the Order into production planning, preparation of batch or

regulatory documentation, printing of customer-specific labels or packaging, or commencement of filling, mixing, assembly or packing.

‘Website’: the SPOTLIGHT COSMETICS website

2. Scope

2.1. These general terms and conditions shall be applicable to all of SPOTLIGHT COSMETICS’s offers and sales Agreements, unless explicitly stated otherwise. The applicability of Purchaser’s general terms and conditions is expressly excluded. These general terms and conditions shall also apply to all our future offers and sales Agreements.

2.2. Any amendments by Purchaser to our commercial offers or purchase orders, which seek to modify these general terms and conditions shall be considered null and void, unless we explicitly agree to such amendments in writing.

3. Commercial Offers & Orders

3.1. Our commercial offers are not binding and may be changed at any time, even if they include a period of validity. Any amendment to a commercial offer made by the Purchaser shall not be valid unless explicitly accepted by us in writing.

3.2. Orders sent to SPOTLIGHT COSMETICS shall be deemed accepted and the Agreement shall be concluded upon the earliest of: (i) written order confirmation by SPOTLIGHT COSMETICS; (ii) issuance by SPOTLIGHT COSMETICS of a quotation or pro forma invoice that is accepted by the Purchaser through payment in whole or in part; (iii) receipt by SPOTLIGHT COSMETICS of any payment relating to the Order; or (iv) commencement by SPOTLIGHT COSMETICS of performance in relation to the Order, including Production Start. Payment by the Purchaser constitutes acceptance of the commercial offer, the Product specifications, quantities and these general terms and conditions.

3.3. Where the Purchaser submits an Order by e-mail, messaging application, spreadsheet, order list or any other informal format, and SPOTLIGHT COSMETICS prepares a quotation, pro forma invoice or other confirmation on that basis, the Purchaser remains fully responsible for verifying the Product references, quantities, packaging, shades, formats and any other Order specifications before making payment. Any payment made after receipt of such quotation or pro forma invoice shall constitute final approval of all specifications and quantities stated therein. If SPOTLIGHT COSMETICS manufactures or procures in accordance with the confirmed document, no refund, compensation or cancellation right shall arise in respect of errors that the Purchaser could reasonably have detected before payment.

3.4. All statements by SPOTLIGHT COSMETICS of numbers, sizes, weights and/or other indications of the Products and/or Services have been made with care but SPOTLIGHT COSMETICS cannot guarantee that no deviations will occur in this respect. Samples, drawings or models shown or provided are only indications of the Products and/or Services in question.

3.5. The purchase of Products or Services and/or the use of the SPOTLIGHT COSMETICS website shall not render the Purchaser a distributor or commercial agent of SPOTLIGHT COSMETICS, unless he has been explicitly appointed as such by means of a written Agreement.

3.6. SPOTLIGHT COSMETICS reserves the right to refuse an Order or to cancel an Order prior to Production Start for legitimate business reasons, including suspected misuse, conflict of interest, resale by competitors, compliance concerns or other reasonable commercial grounds. In such case, any payment already received shall be refunded, save to the extent that SPOTLIGHT COSMETICS has already incurred non-recoverable order-specific internal or third-party costs or commitments, which may be deducted from the refund.

3.7. Purchaser acknowledges that SPOTLIGHT COSMETICS supplies Products on a business-to-business and made-to-order basis. Standard Products, Custom Products and Large-Volume Standard Orders are processed and allocated on the basis of the Purchaser's Order and payment. The Purchaser acknowledges that SPOTLIGHT COSMETICS may incur costs and commit capacity immediately upon the Agreement becoming binding, including reservation of production capacity, allocation of raw materials or packaging, order-specific handling, quality and release preparation, logistics planning and the engagement of third parties.

3.8. Once an Order has been accepted pursuant to clause 3.2, it is final and non-cancellable by the Purchaser, unless SPOTLIGHT COSMETICS agrees otherwise in writing.

3.9. If, at SPOTLIGHT COSMETICS' sole discretion, SPOTLIGHT COSMETICS agrees in writing to a cancellation request, the Purchaser shall be liable to pay cancellation compensation, which the Parties agree represents a reasonable pre-estimate of the losses, costs, capacity allocation and commercial prejudice suffered by SPOTLIGHT COSMETICS. SPOTLIGHT COSMETICS shall be entitled to set off such amounts against any payments already received.

3.10. In the case of Standard Products, cancellation after the Agreement has become binding but before Production Start shall entitle SPOTLIGHT COSMETICS to retain fifteen percent (15%) of the net Order value, with a minimum of EUR 350, plus any non-recoverable third-party costs already incurred.

3.11. In the case of Standard Products, cancellation after Production Start or after allocation of batch capacity, raw materials, components or packaging shall entitle SPOTLIGHT COSMETICS to retain thirty-five percent (35%) of the net Order value, plus any non-recoverable third-party costs already incurred or committed.

3.12. In the case of Large-Volume Standard Orders, cancellation after the Agreement has become binding shall entitle SPOTLIGHT COSMETICS to retain twenty-five percent (25%) of the net Order value, with a minimum of EUR 500, plus any non-recoverable third-party costs already incurred. If cancellation occurs after Production Start or after specific allocation of stock, batch capacity, raw materials, components or packaging, SPOTLIGHT COSMETICS shall be entitled to retain fifty percent (50%) of the net Order value, plus such third-party costs.

3.13. In the case of Custom Products, cancellation after the Agreement has become binding shall entitle SPOTLIGHT COSMETICS to retain fifty percent (50%) of the net Order value, plus any non-recoverable third-party costs already incurred or committed. If cancellation occurs after Production Start, after customer-specific labelling, packaging, filling, assembly or other customer-specific preparation, the full Order value shall remain due and payable.

3.14. For the purposes of this article, third-party costs may include costs relating to raw materials, packaging components, customer-specific labels, testing, release preparation, handling, warehousing arrangements and other order-related commitments, but SPOTLIGHT COSMETICS shall not be obliged to disclose confidential supply-chain information or supplier identity.

3.15. SPOTLIGHT COSMETICS may set off any amounts due under clause 3.10 against any payments received. Any remainder (if any) will be refunded within fourteen (14) days after written confirmation of the cancellation settlement.

3.16. Advance payments secure manufacturing capacity, production planning and, where applicable, procurement or allocation of materials and packaging components. Advance payments are non-refundable to the extent that they correspond to amounts due under clause 3.10 or other sums lawfully owed by the Purchaser under the Agreement.

3.17. Where the Purchaser submits an Order in any format (including Excel/email) and SPOTLIGHT COSMETICS manually enters the Order into its internal systems, the Purchaser remains solely responsible for verifying the Product references, quantities, packaging, shades, formats and any other Order specifications before payment. Any payment made after receipt of the quotation, pro forma invoice or other confirmation shall constitute final approval of all specifications and quantities stated therein.

4. Product documentation and confidentiality

4.1. SPOTLIGHT COSMETICS shall ensure that, at the moment of delivery, each Product is accompanied by the mandatory product information required under Regulation (EC) No 1223/2009, including at least:

- (a) the INCI ingredient list;
- (b) the batch or lot number; and
- (c) the name and address of the “Responsible Person”, either printed on the Product label and/or packaging, or set out in an accompanying product information sheet.

4.2. Where the Purchaser places the Products on the market under its own name, brand or trade mark, the Purchaser shall be deemed to be the “Responsible Person” within the meaning of Regulation (EC) No 1223/2009 and shall be solely responsible for:

- (a) ensuring that the labelling, packaging, language versions and presentation of the Products (including any claims) comply with all applicable laws and regulations;
- (b) ensuring that the Products are duly notified in the Cosmetic Products Notification Portal (CPNP), where required;
- (c) establishing, maintaining and updating the Product Information File (PIF); and
- (d) implementing any further obligations arising from changes in formulation, packaging, intended use or claims decided by the Purchaser.

4.3. Material Safety Data Sheets (‘MSDS’) may be provided upon request, if such is demonstrably required for compliance purposes.

4.4. Proprietary data, such as but not limited to formulations, ingredient percentages pigment ratios, shall not be disclosed by SPOTLIGHT COSMETICS.

4.5. Purchaser agrees and acknowledges that all documentation provided by SPOTLIGHT COSMETICS is to remain confidential and shall be used for regulatory compliance purposes only. It shall not be shared or published in any way or by any means without the prior written consent of SPOTLIGHT COSMETICS.

4.6 The Purchaser acknowledges that cosmetic products are subject to complex regulatory requirements and technical assessments, and that analytical outcomes may vary depending on sampling, handling, storage conditions, test method and laboratory validation. If the Purchaser identifies or reasonably suspects any potential regulatory, quality or safety concern in relation to the Products, the Purchaser shall promptly inform SPOTLIGHT COSMETICS in writing, provide all relevant details available to the Purchaser, and allow SPOTLIGHT COSMETICS a reasonable opportunity to assess the matter, provide clarification, and, where appropriate, implement corrective or risk-mitigating measures.

4.7 In order to ensure reliable and technically meaningful assessments, the Purchaser shall not commission or conduct any third-party laboratory

testing, analysis or evaluation of the Products (“Testing”) unless and until the Purchaser has (i) notified SPOTLIGHT COSMETICS in writing of the intended Testing and the reasons for it, and (ii) offered SPOTLIGHT COSMETICS a reasonable opportunity to propose an appropriate Testing plan. Where Testing is justified for legitimate compliance or quality assurance purposes, the parties shall cooperate in good faith to agree a Testing plan that safeguards technical integrity, including where relevant: (a) sampling approach (including retained reference samples), (b) chain of custody and storage conditions, (c) validated methods and applicable detection limits, (d) selection of an appropriately accredited laboratory, and (e) an opportunity for SPOTLIGHT COSMETICS to obtain and test a split sample or replicate sample in parallel.

Nothing in this Clause prevents the Purchaser from conducting routine incoming quality checks that are customary in the Purchaser’s business, provided such checks are not used to make or support allegations of non-compliance or unsafe products without following the process in Clauses 4.6 and 4.8.

4.8 Any Testing and any use of Testing results shall be carried out in good faith and solely for legitimate regulatory compliance, quality assurance or product safety purposes. The Purchaser shall not publish, circulate, or otherwise disclose Testing results, whether in full or in summary, to third parties (including customers, marketplaces, competitors, media or trade bodies), nor use such results in a misleading, premature or disproportionate manner, unless the Purchaser has first provided SPOTLIGHT COSMETICS with the full underlying report (including method, accreditation details, raw data where provided, and chain-of-custody information) and has engaged with SPOTLIGHT COSMETICS in writing to allow a reasonable period to evaluate and respond. If Testing results indicate a potential product safety risk, the Purchaser shall escalate the matter to SPOTLIGHT COSMETICS without delay and cooperate on appropriate risk management steps, including, where relevant, confirmatory testing.

4.9 Clauses 4.7 and 4.8 hereof do not restrict the Purchaser from making disclosures that are (i) required by applicable law, regulation or a competent authority, or (ii) required by a court order, provided that (to the extent legally permitted) the Purchaser gives SPOTLIGHT COSMETICS prompt written notice and reasonably cooperates to limit the scope of disclosure and to protect confidential information. Nothing in this Agreement is intended to limit the Purchaser’s right to communicate with competent regulatory authorities in good faith.

4.10 The Purchaser acknowledges that a breach of clauses 4.7–4.9 hereof may cause disproportionate harm that may not be adequately compensated by damages alone. SPOTLIGHT COSMETICS is therefore entitled to seek injunctive relief and/or specific performance in

addition to any other remedies available under this Agreement or applicable law.

5. Price & Terms of Payment

5.1. Purchaser shall pay the price Parties agreed upon within the stipulated term of payment. Purchaser is not entitled to any form of settlement or suspension.

5.2. In the event Parties failed to agree to a certain price, SPOTLIGHT COSMETICS shall be entitled to a remuneration that is acceptable within the industry. All further costs incurred by SPOTLIGHT COSMETICS in connection with the execution of the Agreement are borne by Purchaser, including out-of-pocket costs, travel and subsistence expenses and costs of third parties involved by SPOTLIGHT COSMETICS.

5.3. In the event of an increase in one or more of the cost price factors of our products/services, SPOTLIGHT COSMETICS is entitled to increase the order price accordingly, in as far as necessary to reinstate the economic balance. SPOTLIGHT COSMETICS shall notify the Purchaser of such price increments. Purchaser shall be granted the opportunity to withdraw his order within five (5) days after notification. If the Purchaser fails to do so within this period, the new conditions of payment shall be deemed accepted and applicable.

5.4. Unless otherwise agreed in writing by SPOTLIGHT COSMETICS, payment terms for Orders are fifty percent (50%) prepayment and fifty percent (50%) prior to shipment.

5.5. SPOTLIGHT COSMETICS may, at its sole discretion, require one hundred percent (100%) prepayment, including but not limited to Orders involving Custom Products, Large-Volume Standard Orders, first-time customers, or customers with a limited or adverse payment history.

5.6. Any payment received prior to shipment shall be deemed an advance payment securing production capacity, order allocation and related commitments.

5.7 Except as indicated otherwise in writing by SPOTLIGHT COSMETICS:

- Prices are exclusive of VAT and any other taxes;
- Payments shall be made at thirty (30) days from the date of invoicing.

5.8. If the Purchaser fails to pay the invoice within the stipulated payment term, such shall be considered a fundamental breach by the Purchaser. SPOTLIGHT COSMETICS shall -in his own discretion- be entitled to suspend any further delivery or to terminate the Agreement immediately, without prejudice to any other damages.

5.9. Late payment fees are due automatically, without the necessity of a (written) reminder and without prejudice to any other damages, from the day following the end of the payment term. The interest rate will be equal to the rate applied by the European Central Bank to its most recent refinancing operation plus ten percent (10%). In addition, as compensation for recovery costs and pursuant to the relevant European Directive on combating late payment in commercial transactions, a fixed sum as well as any additional costs of the recovery of the original invoice (to the extent reasonably incurred), shall be payable.

5.10. In the event there has been a substantial reduction of the solvency ratio of the Purchaser, SPOTLIGHT COSMETICS reserves the right to require payment guarantees from the Purchaser or, as an alternative, to terminate any outstanding orders.

5.11 Purchaser shall indemnify SPOTLIGHT COSMETICS against all costs and damages that SPOTLIGHT COSMETICS may incur from:

- Purchaser's absent, incorrect or incomplete registration with tax authorities in his place of residence;
- Purchaser's incorrect, incomplete or delayed filing for income or turnover tax in his place of residence.

5.12. Advance payments are non-refundable to the extent that they cover amounts due under clause 3.10, any other sums lawfully owed by the Purchaser under the Agreement, and any applicable third-party transaction or bank fees incurred by SPOTLIGHT COSMETICS.

6. Delivery & Defects

6.1 Delivery lead times are indicative only and do not constitute an essential condition of sale, unless expressly agreed in writing as a fixed deadline. In the absence of such express written agreement, delivery dates are not binding and SPOTLIGHT COSMETICS shall not be liable for any delay to deliveries, including delays caused by carriers, customs agencies or other third parties. SPOTLIGHT COSMETICS shall be entitled to execute the Agreement in phases, in which case delivery and invoicing shall take place accordingly. Delays shall not entitle the Purchaser to cancel the Order or to claim a refund, without prejudice to any mandatory rights under applicable law.

6.2 Unless the Parties have agreed on a specific Incoterm (as defined in the latest edition of the International Chamber of Commerce's International Rules for the interpretation of trade terms), risk of loss or of damage to the goods shall pass to the Purchaser ex-works and delivery shall be made when the goods are made available for collection by or on behalf of the Purchaser.

6.3. For the avoidance of doubt, shipping cost, import duties and local taxes shall be borne by the Purchaser.

6.4. Defective goods are Products that do not comply with the specifications given by SPOTLIGHT COSMETICS or, if applicable, agreed between us and the Purchaser.

6.5. In case of visible or apparent defects, the Purchaser must immediately inform SPOTLIGHT COSMETICS in writing on receipt of the goods (Complaint). In case of latent or hidden defects, the Purchaser shall notify us immediately upon discovery of such defects. Complaints must be reported within three months after delivery, in the absence of which the right to complain and/or claim any compensation of damages on the ground of the Products being defective, shall lapse.

6.6. Upon discovery of any defect, Purchaser shall immediately cease to use, process or sell the Products.

6.7. SPOTLIGHT COSMETICS has the right to investigate the nature of a Complaint and Purchaser shall provide all necessary assistance to facilitate such investigation, including the provision of information on the storage, handling or processing of such Products.

6.8. SPOTLIGHT COSMETICS may – at its own discretion- accept return of the Products in the following two cases: (1) incorrect delivery and (2) Product damages during transit. No returns shall be accepted for reasons such as dissatisfaction with colour, texture, viscosity, or coverage; perception of colour difference compared to pictures; change of mind or duplicate orders.

6.9. Notwithstanding the foregoing, Purchaser acknowledges that minor differences in shade, viscosity or scent may occur due to raw material variations and that such differences shall not be considered a defect. Purchaser also acknowledges agrees that there may be slight differences between Product samples and delivered Products. This shall not be considered a defect.

7. Retention of Title

7.1. Full legal and equitable title and interest in all and any goods shall remain with SPOTLIGHT COSMETICS and shall not pass to the Purchaser until full payment of the price. Goods delivered to the Purchaser while the title to such goods has not yet passed to the Purchaser shall be referred to herein as the ("Reserved Goods"). The retention of title shall not affect the passing of risk under article 6.2.

7.2. The Purchaser shall hold the Reserved Goods as SPOTLIGHT COSMETICS's fiduciary agent and bailee and will keep the Goods, at the Purchaser's expense, separate from its own goods and those of third parties. The Reserved Goods shall be properly stored, protected, insured to their full replacement value and identifiable as SPOTLIGHT COSMETICS's property at all times.

7.3. The Purchaser is not allowed to dispose of the Reserved Goods in order to give security to its creditors, in particular to create a charge, execute a bill of sale or to create a lien on the Reserved Goods.

7.4. Should Purchaser be in breach of the Agreement, in particular be in default of payment, SPOTLIGHT COSMETICS or our agents shall have the immediate right to retake possession of and permanently retain any and all of the Reserved Goods and shall take all necessary steps for the purpose of repossession. All costs incurred by us or our agents in such repossession shall be borne by the Purchaser.

7.5. In the event that the Purchaser processes or mixes the Reserved Goods with other goods, SPOTLIGHT COSMETICS shall have co-ownership title and rights on the end-product in proportion of the value of the Reserved Goods processed or mixed in relation to the end-product.

7.6. In the event the Reserved Goods were resold or lost, the amounts received by the Purchaser in consideration of such resale or loss are to be transferred to SPOTLIGHT COSMETICS upon first request.

8. Warranty

8.1. Unless expressly agreed otherwise, SPOTLIGHT COSMETICS warrants that the Products supplied correspond to our issued specifications at the time of shipment. Any technical advice provided by us, before and/or during the use of the goods, whether provided verbally or in writing, is given in good faith but without any explicit or implied warranty.

8.2. The processing and use of Products are undertaken solely at Purchaser's risk, and following any such processing or use, Purchaser shall no longer be entitled to claim any non-compliance with the warranty described above. Purchaser must determine the suitability of the Products for any intended purpose and its manner of use at his own risk and expense.

8.3. Without prejudice to article 8.1., SPOTLIGHT COSMETICS makes no representation or warranty, express or implied, in connection with the delivered Products or any part thereof, to the fullest extent permitted by law. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded.

8.4. Purchaser warrants that he shall not resell the Products to consumers without appropriate labelling in compliance with Regulation EC No. 1223/2009

9. Limitation of Liability

9.1. To the extent permissible by law and regardless of the nature of the claim (whether contractual, tortious, statutory or otherwise), SPOTLIGHT COSMETICS's total contractual and extra-contractual liability in connection with an Order shall be limited, at SPOTLIGHT COSMETICS' sole discretion, to (i) replacement of the defective or missing Products, or (ii) reimbursement of the net invoice value of the defective or missing Products. Any other liability, including but not limited to loss of profit, loss of business, loss of goodwill and any indirect or consequential damages, is excluded.

9.2. Without prejudice to clause 9.1, SPOTLIGHT COSMETICS' aggregate liability per event (and per series of connected events) shall in any case be limited to the net invoice amount of the relevant Order to which the claim relates, capped at EUR 25,000, unless a higher cap is expressly agreed in writing.

9.3. The limitations and exclusions in this clause 9 shall not apply to the extent liability cannot be limited under applicable law, or in the event of SPOTLIGHT COSMETICS' willful misconduct or gross negligence.

9.4. Nothing in these general terms and conditions is intended to exclude or limit any right of SPOTLIGHT COSMETICS to claim payment, liquidated damages and/or compensation from the Purchaser, including under clause 3.10.

9.5. Claims do not release the Purchaser from his obligation to pay the price of the delivered goods. Failure to do so shall be considered as a default in payment in accordance with article 5.5 hereof.

10. Packaging

10.1. The Products SPOTLIGHT COSMETICS delivers, are duly packaged and secured, so that the product integrity and quality is guaranteed during normal conditions of transport. In as far as the packaging is lent to Purchaser, it shall remain the property of SPOTLIGHT COSMETICS and be returned to us in good condition and within the time indicated by us. If the packaging is not returned within the stipulated time, is destructed or deteriorates, SPOTLIGHT COSMETICS shall be entitled, without any prior written notice, to invoice the Purchaser for the cost of its replacement.

10.2. In as far as ownership of the packaging is transferred to Purchaser, he shall remove all references to SPOTLIGHT COSMETICS and shall not use such packaging for anything other than its intended purpose.

10.3. In as far as packaging is supplied by the Purchaser, he shall be responsible for the choice and the quality of the packaging and guarantee that the packaging is suitable for the products. The Purchaser shall at all times adhere to all regulations that may be applicable to the production and use of such packaging materials and shall

provide a declaration of conformity to SPOTLIGHT COSMETICS upon first request.

11. Force Majeure

11.1. Events of force majeure and, in general, all circumstances which might prevent, reduce or delay manufacture or dispatch shall entitle SPOTLIGHT COSMETICS, as appropriate, to terminate, reduce or suspend performance until the force majeure event shall cease to exist. The Purchaser is not entitled to claim damages during the period of force majeure.

11.2. The terms "force majeure" and "circumstances" are deemed to refer to any cause, event or circumstance beyond our reasonable control, in particular but not limited to: war, mobilization, strike or lock-out, lock-down, riot, labour dispute, machinery breakdown or factory stoppage, explosion, fire, natural disaster, flooding, restriction or blockage in transport means, difficulties in sourcing for raw materials or power, and any kind of intervention by the public authorities. If such events of force majeure and circumstances continue for a period of fourteen days or more, we are entitled to terminate the contract immediately upon notice.

12. Intellectual Property

12.1 SPOTLIGHT COSMETICS declares that, to the best of its knowledge, the Products do not infringe any intellectual property rights of third parties in force in the Netherlands. SPOTLIGHT COSMETICS cannot and shall not, however, indemnify the Purchaser against any infringement of intellectual property rights of third parties.

12.2. If SPOTLIGHT COSMETICS supplies Products on the basis of a specific design or instructions of the Purchaser, Purchaser shall warrant that he holds all necessary rights to use such design or give such instructions. Purchaser indemnifies SPOTLIGHT COSMETICS in respect of all infringements relating to (the manufacture and use of) the Products on intellectual property rights of third parties.

12.3. Purchaser shall not infringe (nor allow or enable third parties to infringe) any intellectual property rights of SPOTLIGHT COSMETICS, or its suppliers, with respect to the Products, for example by copying, processing or imitating the Products or by copying, processing or imitating any graphics, designs, photo's or texts that belong to SPOTLIGHT COSMETICS.

12.4. An Agreement between parties does not contain any transfer of any intellectual property rights in the context of the Products, Services and related documents delivered to the Purchaser.

12.5 Purchaser shall refrain from removing or obscuring brand names or identifying marks applied to the Products.

12.6. Purchaser shall refrain from analysing and replicating SPOTLIGHT ESSENTIAL formulations.

13. Transfer of rights and obligations

13.1. SPOTLIGHT COSMETICS is permitted to transfer the rights and obligations described in any Agreement with the Purchaser to third parties, in which case SPOTLIGHT COSMETICS must inform the Purchaser in advance.

13.2. Purchaser is not entitled to transfer his rights and / or obligations under an Agreement to any third party without the prior written consent of SPOTLIGHT COSMETICS.

14. Services

14.1. This article contains specific provisions for Services to be performed by SPOTLIGHT COSMETICS for the Purchaser. To the extent contrary, the provisions of this article take precedence over the other provisions of these General Terms and Conditions of Sale.

14.2. SPOTLIGHT COSMETICS guarantees that:

- a. the Services to be provided by or on behalf of SPOTLIGHT COSMETICS will be performed in a professional manner;
- b. for the duration of the Agreement the persons to be engaged by SPOTLIGHT COSMETICS for the performance of the Agreement meet and will continue to meet any further agreed qualifications with regard to education, expertise and experience.

14.3 The Purchaser shall provide SPOTLIGHT COSMETICS with timely and free access to all resources and facilities required by SPOTLIGHT COSMETICS, whenever the agreed services make this necessary.

14.4 If it appears that the provision of the Services cannot (partly) be performed as a result of the Purchaser's failure to comply with any obligation towards SPOTLIGHT COSMETICS or circumstances otherwise attributable to the Purchaser, the Purchaser shall pay the costs arising therefrom, calculated on the basis of the at that point applicable rates of SPOTLIGHT COSMETICS.

14.5. If the price is determined in post-delivery of Services, all hours incurred by SPOTLIGHT COSMETICS in performing the Services, including travel hours, may be charged with the addition of costs of materials and all other costs reasonably incurred by SPOTLIGHT COSMETICS for the performance of Services. SPOTLIGHT COSMETICS will specify the hours and costs in the relevant invoice.

15. Use of Website

15.1. Purchaser may use the Website solely for legitimate business purposes related to the evaluation and purchase of the Products and in accordance with

these Terms and all applicable laws. All content, including but not limited to texts, images, product data and documentation, remains the exclusive intellectual property of SPOTLIGHT COSMETICS or its licensors and may not be copied, scraped, reproduced, distributed or otherwise used for any other purpose without our prior written consent.

15.2. Purchaser is responsible for keeping its account credentials confidential and for all activities carried out through its account.

15.3. SPOTLIGHT COSMETICS may suspend or restrict access to the Website at any time where this is reasonably necessary for security, maintenance or compliance reasons.

15.4. Information made available on the Website is provided "as is" and for general information only and does not in itself constitute a binding offer, warranty or representation by SPOTLIGHT COSMETICS, unless expressly confirmed in writing outside the Website.

16. Waiver / Severability

16.1 In the event any provision of these general terms and conditions is declared invalid or unenforceable, the remaining provisions will continue to apply and will retain their validity and significance. In such case(s), the parties will, to the extent possible, replace in good faith the invalid and/or unenforceable provision(s) with valid provision(s) which legally and economically are the closest to the desired purpose and intent of such invalid and/or unenforceable provision(s).

16.2 No waiver of any right under these general terms and conditions shall be deemed effective unless the same is set forth in a writing signed by the party giving such waiver, and no waiver of any right of these general terms and conditions shall be deemed to be a waiver of any such right, or any other rights hereunder, in the future. No breach of these general terms and conditions will be treated as a waiver of any subsequent breach of these general terms and conditions.

16.3. In the event of any conflict or inconsistency between (i) a written Agreement separately executed between the SPOTLIGHT COSMETICS and the Purchaser, (ii) these Terms and Conditions, and (iii) our Shipping Policy or any other policy published on our Website, the documents shall prevail in that order, unless expressly agreed otherwise in writing between the Parties or required by mandatory applicable law.

17. Amendments, Law and Jurisdiction

17.1. SPOTLIGHT COSMETICS shall have the right to amend or supplement these general terms and conditions of sale at any time and for any reason, at our sole discretion. Purchaser is advised to regularly check these terms and conditions on our website.

17.2. These general conditions of sale and any related contracts shall be governed by the laws of the Netherlands and shall be construed in accordance with such law, excluding the United Nations Convention on Contracts for the International Sale of Goods or any other uniform legislation drawn up on the basis of any Convention, in as far as the law so allows.

17.3. Any disputes arising hereunder shall be referred exclusively to the competent court of Oost- Brabant (Netherlands).

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