

## General terms and conditions

### Section 1 General

1.1 The following terms and conditions are valid for all offers, sales, deliveries and services of Med Beauty Swiss AG, CH-8903 Birmensdorf, Switzerland, and shall become the substance of the contract. They also apply to all future business relations, even if they are not expressly agreed again.

1.2 In the B2B segment, we only supply certified and qualified medical/cosmetic partners based on the official price list, such as medical practices, clinics, cosmetic institutes, professional schools, day spas and hotel spas. If there are justified doubts about a buyer's qualification, we may reject an order, in part or in whole, whereby the buyer cannot assert claims for any resulting damages.

1.3 We object to the general terms and conditions of the buyer and they shall still not apply even if the buyer has based its order or other declaration on them.

### Section 2 Offers and orders

2.1 Our offers are subject to change unless they are designated in writing as binding. A valid contract shall therefore only be concluded when we send the order confirmation or when the goods are delivered.

2.2 Measurements, weights, illustrations, drawings and other documents that are part of our non-binding offers remain our property and are only approximate. They can only become the binding substance of the contract once they have been expressly confirmed in writing.

2.3 The buyer's order is considered binding as soon as the buyer has sent us the order by post, telephone, fax or email, or the order has been noted as commissioned by our field service staff on site.

2.4 If the buyer subsequently (after receipt of the order) changes its order, this may give rise to an additional administrative expense, for which we can charge the buyer an expense allowance of CHF 10.00. Notwithstanding the foregoing, major order reductions or cancellations may result in additional costs, which we may invoice to the buyer/customer in principle. We shall not be liable for any delay in delivery caused by subsequent changes to the order.

### Section 3 Doubtful solvency

3.1 If, after conclusion of the contract, we become aware of circumstances which give rise to doubts about the buyer's solvency, we can make further deliveries conditional upon an advance payment of the goods by the buyer. We can give the buyer a reasonable deadline for the advance payment of the goods and withdraw from the contract if we do not receive the advance payment by the deadline. If we have already delivered the goods, the purchase price becomes due immediately without deduction, regardless of any agreed payment deadlines.

3.2 Doubts about the buyer's solvency are justified in particular if the buyer has repeatedly appeared on our reminders list, has made a statutory declaration in lieu of an oath, has filed an application for opening insolvency proceedings against its assets or has ceased its payments.

### Section 4 Prices

4.1 All prices are exclusive of the value added tax applicable on the day of invoicing. Only our prices valid on the day of invoicing, which always refer to the currently valid price lists, apply.

4.2 Shipping costs are not included in the price (see Paragraph 5.6).

4.3 If there is a period of more than 4 months between the date of conclusion of the contract and the date of delivery, which is not due to a delay in delivery for which we are responsible, and if our valid price list has changed during this time, we can charge the list price valid on the day of delivery instead of the agreed purchase price. We will inform the buyer accordingly before delivery. Should this occur, the buyer may withdraw from the order with respect to the goods for which the price has been increased. The buyer must confirm its withdrawal in writing no later than on the **5th working day** after receiving the information. The withdrawal may be sent by fax or by email.

4.4 If we reduce, adjust or modify the prices or purchase conditions of certain articles for promotional reasons and for a limited time, the buyer may not retroactively request a price reduction or adjustment for articles that have already been ordered and delivered or demand these conditions on a recurring basis for future orders outside the promotional period we have defined.

4.5 The date, type and scope of any sales promotions and associated price or condition changes are determined solely by the seller, who will then communicate these accordingly.

### Section 5 Delivery period & conditions

5.1 All specified delivery dates are non-binding and are considered only approximate unless we have expressly designated them as binding. For non-binding delivery dates, a delivery within 3 working days after the stated delivery time shall in any case still be deemed to be on time.

5.2 If performance becomes temporarily impossible or considerably more difficult for us due to force majeure or other extraordinary circumstances for which we are not responsible, in whole or in part, the agreed delivery period shall be extended by the duration of the impediment. The same shall apply to a statutory period or a period set by the buyer for the provision of services, in particular to grace periods in the event of delay.

5.3 Before expiry of the delivery period or service period extended in accordance with Paragraph 2, the buyer shall not have the right to withdraw from the contract or to claim compensation for damages. If the impediment to performance lasts longer than 4 weeks, both we and the buyer have the right to withdraw from the contract as long as the contract has not yet been executed.

5.4 In the event of any delay in delivery, insofar as it is not intentional or due to gross negligence, claims for damages of any kind are excluded.

5.5 Our obligation to deliver shall be suspended as long as the buyer is in arrears with an obligation towards us.

5.6 Delivery is available for orders of CHF 400.00 or more (excl. VAT), with no charge for freight and packaging, excluding any special delivery charges requested. A packaging fee of CHF 10.00 will be charged for shipments below this amount and an additional small quantity surcharge of CHF 20.00 will be charged for orders of less than CHF 200.00. There is no small quantity surcharge or packaging fee on deliveries for orders of CHF 200.00 or more of promotional goods or promotional items on separate order forms.

5.7 An additional express surcharge of 5% of the net invoice value may be charged for requested express deliveries which must be delivered within less than 48 hours from the date of receipt of the order.

### Section 6 Shipping

6.1 Shipping costs shall be payable by the buyer. The risk is transferred to the buyer once the goods are loaded, even if the delivery is carriage paid. We are not required to take out transport insurance for the transport in the absence of an explicit separate agreement.

6.2 The buyer must ensure that the ordered goods shipped by us are received personally on the delivery date.

6.3 In the rare event that the goods cannot be received personally by the customer, we are not liable for delivery to so-called third persons or delivery to storage places that are not protected from access (e.g. storage compartment, mailbox etc.) (see also Paragraph 6.4).

6.4 In order to exclude any shipping risks and costs for the customer, we offer the option of collecting the ordered goods at the company's location. This option is available every Monday to Friday during our official opening hours. Alternatively, we can also send the order by registered post if expressly requested by the buyer. The additional shipping costs (registered post fees) shall be payable by the buyer.

6.5 Unless otherwise agreed in writing, we may also fulfil the order with partial deliveries of the ordered goods depending on the required business situation. This does not entitle the buyer to a partial or complete cancellation of the order. The deadlines specified in Section 5 and the corresponding processing are agreed.

### Section 7 Payment

7.1 Our invoices shall be paid within **30 days** from the date of the invoice without any deduction. Any exceptions are regulated under Paragraphs 7.3 and 7.7.

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7.2 Any invoice deductions made by the buyer which are not agreed in writing are generally considered as a payment default for which a reminder will be sent accordingly. This may result in additional costs for the buyer. Notwithstanding the foregoing, our obligation to deliver any additional orders shall be suspended until the invoice has been settled in full.

7.3 If other payment terms than those mentioned in Paragraph 7.1 are agreed with the buyer, these must always be executed in writing by both parties. We are under no obligation to deliver as long as the buyer has not signed this separate payment agreement.

7.4 As long as there is a separate payment agreement with the buyer, additional deliveries will only be made against advance payment.

7.5 If the buyer (regardless of the reason) defaults on payment due, all its payment obligations arising from the existing business relationship with us shall become due immediately. In this case, we shall be entitled to demand interest at the statutory rate from the date in question. We charge CHF 10.00 per dunning level for the additional administrative expenses. The seller reserves the right to prove higher damages.

7.6 Bills of exchange, cheques and goods in kind are generally not accepted for the payment of the claimed purchase price.

7.7 For special reasons (increased risk assessment), we can insist on a partial or full advance payment from the buyer for orders. Possible reasons include: Initial orders from new customers; orders exceeding a value of CHF 2,500.00; buyers who are in default of payment with direct or affiliated suppliers, partner companies or subsidiaries, or orders from buyers who have been in default with us in the past.

7.8 Even if claims for defects or counterclaims have been asserted, the buyer is only entitled to set off costs if the counterclaims have been legally established, have been recognised by the seller or are undisputed. The buyer is only entitled to exercise a right of retention if its counterclaim is based on the same purchase contract.

### Section 8 Warranty/liability

8.1 The buyer must immediately inspect the received goods for completeness, transport damage, obvious defects, quality and their properties. Obvious transport damage must be claimed immediately upon delivery to the delivering freight carrier/parcel service provider. The buyer shall notify us in writing of any obvious material defects within **3 working days (72 hours)** from the delivery of the goods.

8.2 We are not required to provide a warranty if the buyer fails to notify us in writing of an obvious defect within this time. If the goods present a defect for which we are responsible and which the buyer has reported in a timely manner, we shall – *excluding the buyer's rights to withdraw from the contract or to reduce the purchase price* – be required to provide supplementary performance, unless we are entitled to

refuse supplementary performance on the basis of the statutory regulation. The buyer shall grant us a reasonable time period for the supplementary performance for each defect.

8.3 At the buyer's discretion, the supplementary performance can be provided by eliminating the defect or by supplying new goods. We have the right to reject the type of supplementary performance chosen by the buyer if it is only associated with disproportionate costs. During the supplementary performance, the reduction of the purchase price or the withdrawal from the contract by the buyer is excluded. A rectification is considered to have failed upon the second unsuccessful attempt. If the supplementary performance has failed or if the seller has refused to perform the supplementary performance at all, the buyer can demand a reduction of the purchase price (reduction) or declare withdrawal from the contract at its discretion.

8.4 The buyer may only assert claims for damages under the following conditions due to the defect if the supplementary performance has failed or if we refuse to provide the supplementary performance. The right of the buyer to assert further claims for damages and compensation under the following conditions remains unaffected.

8.5 We are fully liable for intentional or grossly negligent breaches of duty and for damages resulting from injury to life, body or health in accordance with the statutory regulations. Furthermore, we shall only be liable if the breached contractual obligation is clearly of essential importance for the achievement of the contractual purpose, and only to a limited extent up to the amount of the typically foreseeable damage.

8.6 The limitation of liability according to Paragraph 5 shall apply accordingly to claims for damages other than contractual claims, in particular claims from tort, with the exception of claims according to the German Product Liability Act. It also applies to our staff, workers, employees and representatives.

8.7 Insofar as we have given a guarantee of quality and/or durability of the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damages that are based on the absence of the guaranteed quality or durability, but do not directly occur on or in the goods, if the risk of such damage is clearly covered by the guarantee of quality and durability.

8.8 Any further liability is excluded regardless of the legal nature of the asserted claim. Insofar as liability of the seller is excluded or limited, this shall also apply to the personal liability of its staff, workers, employees and representatives.

### Section 9 Retention of title

9.1 We reserve the right of ownership of the goods until all payments covered by the purchase contract have been received. The delivered goods shall only become the property of the buyer once the buyer has fulfilled all its obligations arising from the business relationship, including accessory claims and claims for damages.

9.2 The buyer shall inform us immediately in writing of any access by third parties, arising from enforcement

measures in particular, and any other impairment of its property. The buyer shall reimburse us for all damages and costs incurred due to a breach of this duty and measures required to protect against access by third parties.

9.3 If the customer fails to comply with a payment reminder on our part, we may demand the surrender of the goods subject to retention of title that are still in its possession without setting a deadline beforehand. The buyer shall pay the transport costs incurred. If we seize the goods subject to retention of title, this shall always constitute a withdrawal from the contract. After recovering the goods under retention of title, we have the right to use them. The proceeds from this usage are offset against our outstanding receivables. We have no obligation to take back the goods at the full selling price and can no longer sell them as new.

### Section 10 Place of performance

The place of performance for payments and for our goods deliveries is the registered office of the seller.

### Section 11 Data processing

The buyer consents that we process the data about the buyer received within the scope of the business relationship in compliance with the data protection law for the fulfilment of our own business purposes, in particular for storage or forwarding to a credit reference agency. This is subject to the condition that the additional processing takes place within the scope of the purpose of the contract or is necessary for the protection of our legitimate interests and that there is no reason to believe that the buyer's legitimate interest in excluding the processing, in particular the forwarding, prevails over these data.

### Section 12 Place of jurisdiction and applicable law

12.1 The contractual relationship between the buyer and us shall be governed exclusively by the law of Switzerland, even if the buyer has its registered office abroad. The application of the uniform law on the international sale of movable property and the convention on contracts for the international sale of movable property is excluded.

12.2 The buyer is not entitled to assign any claims in part or in full from the sales contract without the consent of the seller.

12.3 The place of jurisdiction for both parties is the registered office of the seller. However, the latter is entitled in principle to bring an action against the buyer in its general place of jurisdiction.

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**Last updated: 1 December 2015**

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