

GENERAL TERMS AND CONDITION OF SALE

These General Terms and Condition of Sale ("GTCS") shall apply to all the sales of products (the "Products") made by Essentia Beauty. Any order (the "Order") made by the client (the "Client") and any acceptance made by Essentia Beauty constitutes full and unconditional acceptance of these GTCS and the Client waives the application of its own general terms and conditions. These GTCS shall be waived and/or modified by the parties only in writing.

The Client declares to have read and understood these GCTS before the issuing of the Order.

1. FORMATION OF THE CONTRACT, OFFERS AND ORDERS.

The Orders issue by the Client are not binding for Essentia Beauty until Essentia Beauty accepts them in writing ("Order Confirmation"). In no case the beginning of the Order's execution by Essentia Beauty shall be deemed as Order Confirmation. Essentia Beauty shall perform only the services related to the Order accepted and any information, specifications and prices indicated in Essentia Beauty's brochures and/or documentation, quotation included, shall not be binding for Essentia Beauty. Unless explicitly provided in this GTCS, returned goods and/or replacement are not admitted.

2 MATERIALS

Unless otherwise provided, all the material used for the production of the Products (by way of example, equipment, machineries, concepts, utensils, printing plates, etc.) (the "Materials") shall remain in Essentia Beauty's exclusive ownership as part of Essentia Beauty's means of production and intellectual property, also in case of financing of the Client and/or contribution of the Client in the specification of the Products. Any financing made by the Client in order to cover part or all the production's costs shall not justify a transfer of ownership of the Materials from Essentia Beauty to the Client and this latter shall not be entitled to ask the transfer of said Materials to a third party without the prior approval of Essentia Beauty.

3. DELIVERY

The delivery's dates indicated by Essentia Beauty are not binding for this latter. The parties agree that the dates indicated in the Order Confirmation shall not be considered as of the essence. The expiration of the delivery's dates shall not entail automatically the Order's revocation and the Client shall not be entitled automatically to claim any indemnification or penalty. Unless otherwise provided in writing in the Order Confirmation, the delivery shall be made according to the relevant commercial practice. Unless otherwise provided, Essentia Beauty shall have the right to request to the Client the acceptance of all the Products indicated in an Order with a sole delivery. It is agreed that any delay not attributable to Essentia Beauty shall not give to the Client the right to claim damages or cancel the Order.

Unless otherwise provided in the Order Confirmation, the Products shall be delivered with a packaging in compliance with the commercial practice. Essentia Beauty shall not be liable for damages due to an improper packaging asked by the Client or in case the Client has not asked to Essentia Beauty particular conditions for the transport if needed for the type of Products.

Essentia Beauty shall use pallets of the dimension of 80x120 cm EUR, maximum height 150 cm for each pallet.

The pallet shall be invoiced by Essentia Beauty and the Client can return the same on DDP terms (incoterms 2010).

Essentia Beauty can deliver the quantity of Product with a variation of +/- 5 %

Unless otherwise provided in the Order Confirmation and in the provision of the art. 5 of this GTCS, the costs and risks (the risks of loss or destruction included) shall be transferred to the Client in accordance to the Incoterms agreed by the parties.

4 PRICE - PAYMENT

4.1 Price

Unless otherwise agreed, the prices shall include the transportation costs. The VAT applicable at the moment of the issue of the invoice shall be added to said prices. The price shall be indicated in the quotation and shall be confirmed in the Order

Confirmation and in the invoice, except for errors or omissions. In case the Client requests that the delivery shall be made in a different address or on different terms, Essentia Beauty can modify the price because of such requests. Essentia Beauty shall have the right to modify the price because of changes in currency rates with variation equal to +/- 5%, including rates, insurance, costs of transport, purchase costs, all any other related costs. Essentia Beauty shall inform the Client of such increases. Eventual discount or reduction granted by Essentia Beauty shall be applied only in case the Client shall fulfil all its obligations.

4.2. Payment

The payment shall be made by the Client as indicated in the Order Form and Essentia Beauty shall have the right to suspend the delivery until the receipt of the payment.

In case of overdue payment of any amount due according to the terms and conditions agreed by the parties, Essentia Beauty shall have the right to claim full payment of its credits and the interests accrued over the amount of the outstanding debt from the day of the relevant default according to D.lgs 213/2002, as modified by the D.lgs. 9 November 2012 n. 192 and following modifications, without prejudice of Essentia Beauty's right to claim any further damages. The Interests are due from the day of the relevant default without the necessity of the request of payment. Unless in case of force majeure, in no case the payment shall be suspended, postponed or set off.

Furthermore in case of overdue amount, Essentia Beauty shall have the right (i) to suspend the performance of its obligations (ii) to terminate the contract after eight (8) days from the reception by the Client of a request of payment sent by registered letter with return receipt (iii) to ask the restitution of all the unpaid Products and the related documentation after eight (8) days from the receipt by the Client of a request of payment sending by a registered letter with return receipt.

In case of overdue amount, Essentia Beauty can claim the immediate full payment of all the unpaid invoices that will be deemed automatically due following the receipt of the registered letter with return receipt, without prejudice to the claims for damages suffered by Essentia Beauty.

5 TRANSFER OF OWNERSHIP

The Products shall remain property of Essentia Beauty until the full payment of the Products' price. Until the full payment of the price, the Client shall take all the measure in order to (i) ensure that the Product shall be stored in good condition and can be recognized and identified as Essentia Beauty's Products and cannot be confused with Products of other suppliers (ii) protect the Essentia Beauty rights on the Product (iii) inform Essentia Beauty regarding any third party claim in relation to the Products. The Products cannot be transferred, sold, or given as security or, in any case, made object of third parties' right. In case of overdue amount of all or part of the payment due by the Client, Essentia Beauty shall have the right to collect the Products. The Client shall be obliged to return the Product on its own risks and costs upon a simply request.

6 RESPECT OF REGULATION - INFORMATION

The Client, upon acceptance of the Products and of the related technical specification, acknowledges to have all the knowledge in relation to the features of the Products and all the potential risks of these latter.

The Client shall be obliged to carry out all the necessary check and controls on the Products.

The Client is the only person liable for the respect of the laws and regulation regarding the importation, distribution and use of the Products in the destination country. Unless otherwise specially agreed, The Client shall be the only person liable for any duty of information of its Clients and final consumers regarding the damages arising from the use of the Products and/or all the potential damages and all the possible consequences.

7. FORCE MAJEURE

Essentia Beauty shall not be liable for any breach of its obligation in case said breach are cause by Force Majeure. Generally the cases of Force Majeure are considered to be the natural disasters, storms, fires,

floods, earthquakes, accidents, services interruptions, strikes (including the strike that affects the Essentia Beauty suppliers' factories), interruptions and / or delays in loading or transport operations, energy failures, embargoes, bans on trade, lack of raw materials and / or components, problems related to the supply of raw materials and other, energy or equipment, including the default of Essentia Beauty suppliers, material failures, sabotage, intervention of civil or military authorities, acts of war, hostility declared or not, acts of terrorism, riots. Essentia Beauty shall inform the Client in writing regarding all the case of force majeure; in this case all the Essentia Beauty's obligation shall be suspended.

In case the event of force majeure lasts for more than three (3) months, each party shall be entitled to terminate the Order by sending to the other party a registered letter with return receipt. The Client shall be obliged to take the delivery of all the Products already manufactured up to the termination date and pay to Essentia Beauty all the costs and expense already suffered by Essentia Beauty pursuant to art. 9.

8 WARRANTIES – LIMITATION OF LIABILITY – CONTROL OBLIGATION

8.1 Warranties

Essentia Beauty warrants that the Product shall be in compliance with the Products' specification and the Quality Dossier of Essentia Beauty. It is understood that Essentia Beauty does not give any other warranty and the Client waives any other warranty's right, except the mandatory rules. In no event the warranty covers damages or defect caused, also partially or indirectly, by the Client or third parties and/or suffered by the Client or third parties under the buyer liability, whenever:

(i) The Products are not used in compliance with law or regulation and/or the instruction provided by Essentia Beauty;

(ii) Products are assembled, handled or used incorrectly, without due diligence, or by unqualified employees;

(iii) Products are modified without the prior written consent of Essentia Beauty;

(iv) Products are stored inappropriately;

(v) the buyer or third parties are responsible for the damages;

(vi) for any reasonably unknown defect given the scientific and technical knowledge existing at the time of the manufacturing of the Product;

(vii) for the defect due to normal wear and tear;

(viii) for not existent defects at the time of the delivery of the Product;

Any claims for warranty shall be notified by the client to Essentia Beauty in writing, before any use or transformation of the Products, within 15 (fifteen) days from the delivery.

This warranty shall expire within 12 (twelve) months from the delivery.

In case Essentia Beauty would ascertain the presence of defects or the noncompliance of the Products, Essentia Beauty has the option to (i) repair on its costs the Products noncompliance (ii) replace on its costs the Products (iii) reimburse the Client in proportion to Products' defect. The choice between repairing / replacing / reimbursing the Client is exclusively on Essentia Beauty. This fulfillment shall be the only obligation of Essentia Beauty in relation to the warranty. The reparation and replacement shall not entail the extension of the warranty. The Products shall be considered defective in case the defect shall be shown during Essentia Beauty ascertainment and the noncompliance of the Product shall be evaluate according to contractual condition.

The Client shall be responsible towards Essentia Beauty and shall identify and hold Essentia Beauty

harmless of any claims from third parties with reference to the Products, as long as such Products have been provided according to the Products Specifications.

8.2. Limitation of Liability

In no case Essentia Beauty shall be liable for any consequent or indirect damage, loss of profit, loss in turnover and other consequences, incidents, directs and/or immaterial and other finance loss or loss of profit or loss of image, due to the breach of the warranty or contract, misrepresentation, negligence or other.

8.3 Control Obligation

Any Claim in relation to the noncompliance of the Products with the Quality Dossier shall be notified to Essentia Beauty within 10 (ten) working days from the delivery of the Products and in any case within 60 (sixty) days for the shipping within Europe and 90 (ninety) days for the shipping outside Europe.

9. ORDER'S REVOCATION – ORDER'S TRANSFER

9.1 Order's revocation

The Order's revocation of all or part of the Order is subject to the prior written consent of Essentia Beauty. In case of Order's revocation of all or part of the Order, the costs suffered by Essentia Beauty and its subcontractors as well as the Product already made and the Products which are being made for which the components are already purchased, shall be entirely paid by the Client.

9.2 Order's transfer

Essentia Beauty accepts the Order taking into account the particular features of the Client. Therefore the Order cannot be transferred, in whole or in part, nor otherwise assigned, either directly or indirectly, by the Client to any third party without prior written consent of Essentia Beauty,

10 INTELLECTUAL PROPERTY

Essentia Beauty is the sole owner of any Essentia Beauty Information – meaning any info of whatever nature, whether such information is conveyed orally, in writing, electronically, gathered by an inspection, or referred by the directors, employees, agents, advisor of Essentia Beauty or by any other means, and regardless of whether specifically identified as confidential - supplied directly by Essentia Beauty or to its Representatives in relation to Essentia Beauty, its Products, also if reproduced or referred to in any analysis, work-papers or other documents prepared in whatever form (the *Information*). Essentia Beauty is the sole owner of any intellectual property right concerning, the Products and/or its activities (including any concept, stamp, plate, mould, packaging design, artwork, drawn, idea, worksheet and file, know how, web development etc.) (the *Intellectual Properties*). Therefore, the Client undertakes to keep Essentia Beauty's Information confidential and not to disclose its contents to any third party without the prior written consent of Essentia Beauty. The Client shall not disclose information and/or reproduce Products without the prior consent of Essentia Beauty. Any transfer of any Essentia Beauty's intellectual property rights or know-how to the Client, or any Client's right on the customization of Essentia Beauty's Products and made by this latter, shall not give to the Client the right to prevent or limit Essentia Beauty from producing the Products for other clients.

11 INVALIDITY

If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

12 APPLICABLE LAW – EXCLUSIVE JURISDICTION

This GTCS are subject to and regulated by the Italian law.

The Court of Monza will have exclusive jurisdiction over any controversy relating to the validity, execution, construction or performance of these GTCS and of the obligation deriving therefrom.