

ANNEX 4

General Terms and Conditions of DKSH Luxury & Lifestyle Europe GmbH

1. Scope

1. These general terms and conditions shall only apply to entrepreneurs in the exercise of their commercial or independent professional activities and to legal entities under public law. They shall apply to all business transactions between DKSH Luxury & Lifestyle Europe GmbH (hereinafter referred to as "**DKSH**") and the customer, even if they are not mentioned in subsequent contracts. They shall apply mutatis mutandis to works and services. Acceptance of the delivered products shall be replaced by acceptance in the case of work services and acceptance of the service in the case of services.
2. Conflicting, additional or deviating general terms and conditions of the customer shall not become part of the contract unless DKSH has agreed to their validity. These general terms and conditions shall also apply if DKSH performs a delivery to the customer without reservation in the knowledge of its conflicting, additional or deviating terms and conditions.
3. Conflicting, additional or deviating agreements to these general terms and conditions, which are made between DKSH and the customer for the execution of a contract, must be recorded in writing in the contract. This shall also apply to the cancellation of this written form requirement.
4. Rights to which DKSH is entitled according to the statutory provisions or according to other agreements beyond these general terms and conditions shall remain unaffected.

2. Conclusion of contract

1. Offers from DKSH are subject to confirmation and are non-binding.
2. Illustrations, drawings, weight and dimension specifications, technical data and other descriptions of the products from the documents belonging to the offer are only approximate unless they are expressly designated as binding. They do not constitute an agreement or guarantee of a corresponding quality or durability of the products, unless they have been expressly agreed as such in writing. The customer's expectations regarding the products or their use also do not constitute an agreement or guarantee.
3. DKSH reserves all proprietary rights, copyrights and other industrial property rights in all offer documents. Such documents may not be made accessible to third parties. At DKSH's request, the customer shall return all offer documents to DKSH immediately if they are no longer required in the ordinary course of business. The same applies in particular to all other documents, drafts, samples, prototypes and models.
4. An order only becomes binding if it has been confirmed by DKSH in writing within two weeks or if DKSH executes the order, in particular if DKSH fulfils the order by sending the products. An order confirmation generated with the aid of automatic devices, which does not include a signature and name reproduction, shall be deemed to be in writing. If the order confirmation contains obvious errors, spelling or calculation errors, it shall not be binding for DKSH.
5. DKSH's silence with regard to offers, orders, requests or other declarations by the customer shall only be deemed consent if this has been agreed in writing beforehand.
6. If the customer's financial circumstances deteriorate significantly or if the justified application to open insolvency or comparable proceedings against the customer's assets is rejected for lack of assets, DKSH shall be entitled to withdraw from the contract in whole or in part.

3. Delivery and scope of delivery

1. Delivery shall be DAP (Incoterms 2020), unless the parties have agreed otherwise in writing. Customs clearance is buyers obligation. Insofar as the parties deviate from DAP (Incoterms 2020) only in individual points, DAP (Incoterms 2020) shall otherwise apply.
2. The written order confirmation of DKSH shall be decisive for the scope of delivery. Changes to the scope of delivery by the customer require DKSH's written confirmation in order to be effective. Deviations customary in the trade and deviations which occur due to legal regulations or which represent technical improvements, as well as the replacement of components by equivalent parts, are permissible as long as the usability for the contractually intended purpose is not impaired and the deviation, technical improvement or replacement of the component is insignificant and reasonable for the customer.

3. Delivery in parts is permissible unless delivery in parts is unreasonable for the customer taking into account the interests of DKSH.

4. Delivery time

1. The agreement of delivery times (delivery periods and dates) must occur in writing. Delivery periods and dates shall be non-binding unless DKSH has previously designated them as binding in writing.
2. The delivery period begins upon the conclusion of the contract, however not before the complete provision of the documents to be procured by the customer as well as the receipt of an agreed down payment or, in the case of a foreign transaction, after receipt of the full payment. In the event of a delivery date, the delivery date shall be postponed in a reasonable manner if the customer fails to provide the documents to be procured by him in good time or if DKSH does not receive the agreed down payment or, in the case of a foreign transaction, if DKSH does not receive the entire payment in full. The observance of the delivery time presupposes the timely and proper fulfilment of the other obligations of the customer.
3. The delivery time shall be deemed to have been observed if the products have left the factory by the end of the delivery time or if DKSH has communicated that the products are ready for collection or dispatch. Compliance with the delivery time shall be subject to the proviso that DKSH itself receives supplies properly, in particular on time, unless DKSH is responsible for the reason for the failure to receive supplies properly. DKSH is entitled to withdraw from the contract in the event of improper supply of goods. DKSH shall inform the customer immediately if DKSH exercises its right of withdrawal and shall reimburse any advance payments made by the customer.
4. In the event of a delay in delivery, the customer shall be entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period which he has set DKSH after the occurrence of the delay in delivery.

5. Cross-border deliveries

1. In the case of cross-border deliveries (e.g. all shipments to Great Britain after the Brexit 2021), DKSH supports the customer in providing all declarations and actions required for export in Germany. The customer is responsible to submit to the competent authorities in good time all declarations and to take all actions required for the import into the country of destination and in particular for obtaining the documents required for customs clearance and satisfying the requirements for any import controls or other restrictions on marketability.
2. Deliveries shall be subject to the proviso that there are no obstacles to performance due to national or international regulations, in particular export control regulations, embargos or other sanctions.

3. Delays due to export controls shall extend delivery times accordingly. Delivery dates shall be postponed appropriately.

6. Prices and payment

1. Unless otherwise agreed, prices are ex works and do not include shipping, packaging, insurance, statutory taxes, customs duties or other charges. The costs incurred in this respect, in particular the costs for packaging and transport of the products, shall be invoiced separately.
2. Unless otherwise agreed, the delivery price shall be paid net within 30 days of receipt of invoice. The day on which DKSH has the delivery price shall be deemed the day of payment. In the event of default in payment, the customer shall pay default interest in the amount of 9% points above the respective base rate p.a.. Further claims by DKSH remain unaffected.
3. In the case of foreign transactions, payment shall be made before delivery in deviation from paragraph 2, unless otherwise agreed in writing beforehand.

7. Passing of risk

1. The risk of accidental loss and accidental deterioration shall pass to the customer according to the agreed Incoterms. In the event of collection by the customer, the risk shall pass to the customer upon notification of readiness for collection. Sentences 1 and 2 shall also apply if delivery is made in parts.
2. If the customer is in default of acceptance, DKSH may demand compensation for the damage incurred, unless the customer is not responsible for the non-acceptance of the products, as well as compensation for any additional expenses. In particular, DKSH shall be entitled to store the products at the customer's expense during the delay in acceptance. The costs for the storage of the products are flat-rate at 0.5% of the net invoice value per commenced calendar week. Further claims by DKSH remain unaffected. The customer is entitled to prove that DKSH has incurred no or significantly lower costs. The same applies if the customer violates other obligations to cooperate, unless the customer is not responsible for the violation of other obligations to cooperate. The risk of accidental loss or accidental deterioration of the products shall pass to the customer at the latest at the time at which he defaults on acceptance. DKSH is entitled, after the fruitless expiry of a reasonable period set by DKSH, to otherwise dispose of the products and to supply the customer within a reasonably extended period.
3. If dispatch is delayed due to circumstances for which DKSH is not responsible, the risk shall pass to the customer upon notification of readiness for dispatch.

4. Delivered products are to be received by the customer irrespective of his claims for defects, even if they show insignificant defects.

8. Rights arising from product defects

1. The customer's rights arising from product defects presuppose that he has inspected the delivered products upon delivery and has notified DKSH in writing of any obvious defects immediately, at the latest two weeks after delivery of the products. Hidden defects must be reported to DKSH in writing immediately after their discovery. The customer must describe the defects in writing when notifying DKSH. The customer must also comply with the specifications, notes and conditions in the operating instructions and other documents for the individual products. Claims for defects resulting from the violation of this obligation are excluded.
2. In the event of defects in the products, DKSH shall be entitled, at its own discretion, to remedy the defect by rectifying the defect or by supplying a product free of defects. In the event of subsequent performance, DKSH shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. Personnel and material costs asserted by the customer in this context shall be charged on a cost basis. Replaced parts become the property of DKSH and must be returned to DKSH.
3. If DKSH is not willing or able to provide subsequent performance, the customer may, at its discretion and without prejudice to any claims for damages or reimbursement of expenses, withdraw from the contract or reduce the delivery price. The same shall apply if subsequent performance fails, is unreasonable for the customer or is delayed beyond reasonable periods for reasons for which DKSH is responsible.
4. The customer's right of withdrawal is excluded if he is unable to return the service received and this is not due to the fact that the return is impossible due to the nature of the service received or DKSH is responsible for it. The right of withdrawal is further excluded if DKSH is not responsible for the defect and if the customer has to pay compensation for lost value instead of the refund.
5. No claims for defects shall arise for defects due to natural wear and tear, in particular for wearing parts, improper handling, use or storage or improperly executed modifications or repairs of the products by the customer or third parties. The same applies to defects attributable to the customer or attributable to a technical cause other than the original defect.
6. Claims of the customer for reimbursement of expenses instead of damages or instead of performance are excluded unless the expenses would have been incurred by a reasonable third party.
7. DKSH does not assume any guarantees, in particular no guarantees of quality or durability, unless otherwise agreed in writing in individual cases.
8. The limitation period for the customer's warranty claims is one year, unless a purchase of consumer goods takes place at the end of the supply chain. The limitation period of

one year shall also apply to claims arising from tort which are based on a defect in the products. The limitation period begins with the delivery of the products. The limitation period of one year shall not apply to the unlimited liability of DKSH for damages arising from the breach of a guarantee or from injury to life, limb or health, for intent and gross negligence and for product defects or insofar as DKSH has assumed a procurement risk.

9. Liability of DKSH

1. DKSH has unlimited liability for damage resulting from the breach of a guarantee or from injury to life, limb or health. The same applies to intent and gross negligence or insofar as DKSH has assumed a procurement risk. DKSH shall only be liable for slight negligence if essential obligations are breached which result from the nature of the contract and which are of particular importance for achieving the purpose of the contract. In the event of breach of such obligations, default and impossibility, DKSH's liability shall be limited to such damages as are typically expected to occur under this contract. A mandatory legal liability for product defects remains unaffected.
2. Insofar as DKSH's liability is excluded or limited, this shall also apply to the personal liability of DKSH's employees, workers, representatives and vicarious agents.

10. Product liability

1. The customer shall not modify the products. In particular he shall not modify or remove existing warnings about dangers in case of improper use of the products. In the event of a breach of this obligation, the customer shall indemnify DKSH internally against product liability claims of third parties, unless the customer is not responsible for the modification of the products.
2. If DKSH is prompted to recall or issue a product warning due to a product defect in the products, the customer shall cooperate to the best of its ability in the measures which DKSH deems necessary and expedient and which support DKSH in this respect, in particular in determining the necessary customer data. The customer is obliged to bear the costs of the product recall or warning, unless he is not responsible for the product defect according to product liability principles. Further claims by DKSH remain unaffected.
3. The customer shall immediately inform DKSH in writing of any risks becoming known to him when using the products and of possible product defects.

11. Retention of title

1. The delivered products shall remain the property of DKSH until full payment of the delivery price and all claims to which DKSH is entitled from the business relationship with the customer. The customer is obliged to treat the products subject to retention of title with care for the duration of the retention of title. In particular, he is obliged to adequately insure the products at his own expense against fire, water and theft as well as other damage caused by criminal acts of third parties at replacement value. At DKSH's request, the customer must immediately prove that the insurance policy has been taken out. The customer hereby assigns to DKSH all claims for compensation under this insurance policy. DKSH hereby accepts the assignment. If the assignment should not be permissible, the customer hereby instructs the insurer to make any payments only to DKSH. Further claims by DKSH remain unaffected.
2. The customer is only permitted to sell the products subject to retention of title in the ordinary course of business. Furthermore, the customer is not entitled to pledge the products subject to retention of title, to assign them by way of security or to make any other dispositions which endanger the property of DKSH. In the event of seizures or other interventions by third parties, the customer must immediately notify DKSH in writing and provide all necessary information, inform the third party of DKSH's ownership rights and cooperate in the measures taken by DKSH to protect the products subject to retention of title. If the third party is not in a position to reimburse DKSH for the judicial and extrajudicial costs of enforcing DKSH's property rights, the customer is obliged to compensate DKSH for the resulting loss, unless the customer is not responsible for the breach of duty.
3. The customer hereby assigns to DKSH all claims arising from the resale of the products, including all ancillary rights. DKSH accepts this assignment already now. If an assignment should not be permissible, the customer hereby instructs the third-party debtor to make any payments only to DKSH. The customer is revocably authorised to collect the claims assigned to DKSH in trust for DKSH in his own name. The amounts collected shall be paid immediately to DKSH. DKSH may revoke the direct debit authorisation of the customer as well as the right of the customer to resell the goods for good cause, in particular if the customer does not properly fulfil his payment obligations towards DKSH or if the customer applies to open insolvency proceedings or a comparable procedure for the settlement of debts with respect to the customer's assets or if the justified third party application to open insolvency proceedings or a comparable procedure for the settlement of debts with respect to the customer's assets is rejected due to a lack of assets. In the event of a global assignment by the customer, the claims assigned to DKSH shall be expressly excluded.
4. At DKSH's request, the customer shall be obliged to inform the third-party debtor immediately of the assignment and to provide DKSH with the information and documents required for collection.
5. In the event of conduct in breach of contract, in particular default in payment by the customer, DKSH shall be entitled, without prejudice to its other rights, to withdraw from the contract after expiry of a reasonable grace period set by DKSH. The customer must immediately grant DKSH or its agents access to the products subject to retention of title and return them. DKSH may otherwise use the products subject to retention of title

for the satisfaction of its due claims against the customer after giving notice in good time.

6. At the customer's request, DKSH is obliged to release the securities to which it is entitled to the extent that the realisable value of the securities, taking into account customary valuation discounts, exceeds DKSH's claims arising from the business relationship with the customer by more than 10%. The valuation is based on the invoice value of the products subject to retention of title and the nominal value of receivables. DKSH shall be responsible for selecting the items to be released.
7. In the case of deliveries to other legal systems in which this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the customer hereby grants DKSH a corresponding security interest. If further measures are required for this purpose, the customer shall do everything in its power to grant DKSH such a security interest without delay. The customer shall cooperate in all measures which are necessary and conducive to the effectiveness and enforceability of such security interests.

12. Consignment goods

1. If agreed in individual cases, DKSH shall supply the customer with consignment goods. Insofar as no provision is contained in this section 12, the remaining provisions of these general terms and conditions shall apply *mutatis mutandis* to the consignment goods. In the event of contradictions between this section 12 and the other provisions of these general terms and conditions, the provisions of this section 12 shall take precedence over the other provisions.
2. DKSH authorises the customer to withdraw consignment goods from the consignment warehouse at any time. With the withdrawal, a purchase contract for the withdrawn product is concluded. These general terms and conditions also apply to the purchase contract. The withdrawal shall be deemed to be a delivery within the meaning of section 8 of these general terms and conditions.
3. The customer is obliged to keep records of the products taken from the consignment warehouse. The records must in particular show the date of removal and the respective serial and product numbers. Furthermore, the customer is obliged to inform DKSH in writing monthly, at the latest by the 10th of a month, about the products removed in the previous month, stating the date of removal as well as the respective serial and product number.
4. The consignment goods shall remain the property of DKSH, even after they have been handed over to the customer, until the delivery price has been paid in full. The customer is obliged to handle the consignment goods with care for the duration of the consignment. In particular, he shall be obliged to adequately insure the consignment goods at his own expense against fire, water and theft as well as other damage caused by criminal acts of third parties at replacement value. At DKSH's request, the customer must immediately prove that the insurance policy has been taken out. The customer hereby assigns to DKSH all claims for compensation under this insurance policy. DKSH hereby

accepts the assignment. If the assignment should not be permissible, the customer hereby instructs the insurer to make any payments only to DKSH. Further claims by DKSH remain unaffected.

5. Unless otherwise agreed, DKSH may at any time demand the immediate return of the consignment goods from the customer. The customer bears the risk of accidental loss or accidental deterioration of the consignment goods until they are returned to DKSH. The return takes place at the expense of the customer.
6. The customer is obliged to carry out an inventory of the consignment stock at DKSH's request within 14 days at least once a year and to inform DKSH in writing of the consignment stock, including reference and the serial and product number.
7. The customer must immediately inform DKSH in writing of the occurrence of a claim and take all measures necessary or expedient to clarify the claim and assert any claims DKSH may have.

13. Secrecy

1. The parties are obliged to keep secret all information which becomes accessible to them and which is designated as confidential or is recognisable under other circumstances as business or trade secrets, for a period of five years from delivery, and not to record it, pass it on or exploit it, unless required for the business relationship.
2. The confidentiality obligation shall not apply if the information of the receiving party is demonstrably already known prior to the commencement of the contractual relationship or was generally known or accessible prior to the commencement of the contractual relationship or becomes generally known or accessible through no fault of the receiving party. The burden of proof shall lie with the receiving party.
3. The parties shall ensure by means of appropriate contractual agreements with the employees and agents working for them, in particular their freelancers and the contractors and service providers working for them, that for a period of five years from delivery they also refrain from any own exploitation, disclosure or unauthorised recording of such business and trade secrets.

14. Data protection

1. The parties are obliged to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the execution of the contract and to impose compliance with these provisions on their employees.
2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the purpose of fulfilling the contract and shall protect them by security measures (art. 32 GDPR) which are adapted to the current state of the art. The parties are obliged to delete the personal data as soon as their

processing is no longer necessary. Any statutory storage obligations shall remain unaffected by this.

3. Should the customer process personal data on behalf of DKSH within the framework of the execution of the contract, the parties shall conclude an agreement on the processing of the order in accordance with art. 28 GDPR.

15. Final provisions

1. The transfer of rights and obligations of the customer to third parties is only possible with the prior written consent of DKSH.
2. Counterclaims of the customer shall only entitle him to offsetting if they are legally established or undisputed. The customer may only assert a right of retention if his counterclaim is based on the same contractual relationship.
3. The legal relationship between the customer and DKSH shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws principles.
4. The exclusive place of jurisdiction for all disputes arising from the business relationship between DKSH and the customer shall be the registered office of DKSH. DKSH shall also be entitled to institute legal proceedings at the customer's place of business and at any other admissible place of jurisdiction. Arbitration clauses are contradicted.
5. Unless otherwise agreed, the place of performance for all services of the customer and of DKSH shall be the registered office of DKSH.
6. The contract language is English.
7. Should any provision of these general terms and conditions be or become invalid or unenforceable in whole or in part, or should there be a gap in these general terms and conditions, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision. In the event of a gap, the provision shall be deemed agreed which corresponds to what would have been agreed in accordance with the purpose of these general terms and conditions if the parties had considered the matter from the outset.