

Canada

Terms & Conditions (for Goods and Services)

1. Application and Enforceability

The acceptance of a purchase order issued by the purchaser ("BUYER") or other means of BUYER order by any supplier or service provider ("SUPPLIER"; together with BUYER, the "PARTIES") shall constitute acceptance without reservations or restrictions of these general purchasing terms and conditions ("T&C"), as well as of any terms and conditions featuring on the purchase order and any special terms and conditions mentioned elsewhere, to the exclusion of any contradictory provisions featured in the SUPPLIER's terms and conditions of sale. Terms and conditions of sale or other terms and conditions of the SUPPLIER will not become part of the purchasing agreement between the PARTIES even if they are not expressly objected or in express contradiction to any Section in this T&C. Any BUYER's special terms and conditions shall prevail over these T&C in the event of any contradiction. Should the purchase order have been issued as part of an individual agreement, the provisions of that agreement shall prevail over these T&C and over any special terms and conditions.

2. Prices - Invoicing - Payment

2.1 Prices

The applicable prices shall be those that were agreed upon by the SUPPLIER and the BUYER upon placing the order and that feature on the purchase order. If no price is stated in this order, the goods or services shall be billed at the price last quoted by SUPPLIER, at the price last paid by BUYER to SUPPLIER, or at the prevailing market price, whichever is lowest. The prices shall be net of any taxes and duty and shall cover delivery of the supplies or performance of the services ordered in keeping with article 3 below. The SUPPLIER may not change the prices or rates charged for orders that are currently in progress. Prices shall include transportation and packaging. Any qualitative and quantitative discounts, rebates and price cuts extended by the SUPPLIER and publicised by the latter shall be immediately and fully applicable to the BUYER.

2.2 Invoicing

Invoices sent to the BUYER by the SUPPLIER must be made out

in local currency of the BUYER's country (unless otherwise agreed) in the BUYER's name and addressed to the BUYER's account department.

Invoices shall be drawn up in keeping with local laws and must set out the following information in addition to all the standard legal statements:

- The order reference number,
- A detailed description of the supplies, if an invoice for tangible goods,
- The amounts of recoupable and non-recoupable taxes,
- If applicable, the SUPPLIER and the BUYER's VAT numbers.

In the event of a concurrent delivery of several orders, the SUPPLIER shall draw up a separate invoice for each order. Any incomplete or erroneous invoice may be returned to the SUPPLIER.

2.3 Payment

Barring any contradictory provisions in the order or in an agreement, the BUYER shall settle invoices (i) for delivery of goods and (ii) for services rendered according to the payment terms set forth in the purchase order; provided that for any payment made for a SUPPLIER located in France, payment terms shall not exceed 60 days from invoice date or 45 days from the end of the month during which the goods were delivered or the services were rendered. In addition, a SUPPLIER located in France may charge BUYER a fixed sum of EUR 40 (as may be amended by relevant national legislation from time to time) where interest for late payment becomes payable as compensation for SUPPLIER's recovery cost. The BUYER, in general, will not make any advance payments. However, should the BUYER do so exceptionally, the SUPPLIER shall provide the BUYER with a bank guarantee to cover restitution if need be. BUYER may withhold payment if SUPPLIER's invoice is inaccurate or does not meet BUYER's invoice requirements notified to SUPPLIER or if SUPPLIER's invoice does not meet legal or tax requirements.

3. Delivery - Transfer Of Title And Of Risk

3.1 Incoterm, Delivery point, Packaging

Subject to the special terms and conditions or in an individual agreement, the goods shall be delivered duty paid to the agreed delivery point. The SUPPLIER shall deliver the goods or perform the services ordered at the place indicated in the special terms and conditions and/or in the conditions and/or in

an individual agreement. The SUPPLIER shall be responsible for packaging the goods to enable them to withstand transportation, handling and storage without damage. The SUPPLIER shall compensate the BUYER for any breakage, missing elements or damage caused by inadequate packaging. All packages must be clearly identified by means of the BUYER's reference number.

3.2 Transfer of title and of risk

The transfer of title and of risks shall take place upon delivery once the BUYER has accepted the goods or services without reservations, regardless of the payment date. SUPPLIER will pass to BUYER good and marketable title to the goods, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options or other encumbrances of any kind ("Liens"). SUPPLIER will keep any of BUYER'S' property in the possession or the control of SUPPLIER or any of its subcontractors free and clear of any Liens and will identify it as BUYER'S' property.

3.3 Transportation insurance

The Supplier shall insure the goods at its own expense for all risk of physical loss or damage from any external cause during transportation. At the BUYER's request and prior to the transportation of the goods, the SUPPLIER shall provide evidence of the existence of such a suitable insurance policy and the terms under which it may be invoked.

4. Delivery Deadlines

4.1 Delivery Deadlines

Any agreed delivery deadlines shall be deemed to constitute a stringent, essential and determining pre-condition of the BUYER's consent to placing an order. Therefore the SUPPLIER shall be fully responsible for any delays in delivery, and shall compensate the BUYER for any direct or indirect detrimental consequences incurred by the latter as a result notwithstanding the BUYER's right to invoke the provisions of article 6 below.

4.2 Contractual Damages

Furthermore, in the event of a delay in delivering the goods or performing the services ordered, and barring any contradictory provisions in the special terms and conditions and/or in an individual agreement, the BUYER shall charge the SUPPLIER 2% of the overall value of the order excluding tax per week of delay, up to a maximum of 20% or the maximum allowed by

applicable law, whatever is lower. Notwithstanding the above, the BUYER is entitled to claim damages exceeding the amount of agreed contractual penalties; and the contractual penalty will be in addition (and not substitute) further damages unless otherwise required under mandatory law.

4.3 Further Consequences in case of delay

In the event of a partial or total failure on the part of the SUPPLIER to deliver the goods, the BUYER shall be automatically entitled to withhold any moneys due until the goods and/or services ordered have been completely delivered and/or performed. In this event, the BUYER shall also be entitled to either (i) cancel the order and resign from the purchase or (ii) reduce the purchase price to the corresponding fraction of the order value while retaining any goods already delivered or enjoying any services already performed.

5. Warranty regarding Compliance/Quality Of The Goods And Services Delivered and Remedies in Case of Breach

5.1 Warranty

The SUPPLIER hereby warrants that the goods delivered and/or services performed, as well as, where applicable, the packaging and labelling, shall at delivery and, if applicable, for the duration of shelf life, comply with every aspect of the BUYER's order and shall be free of any apparent or hidden defect.

5.2 BUYER'S Duties and Rights

The BUYER's inspection of the quality of the goods/services shall not detract from the SUPPLIER's obligation regarding its compliance with the BUYER's order nor limit any warranty or other rights of the BUYER. When the BUYER discovers that the goods or services do not comply with the BUYER's order, the BUYER may: (1) cancel the order after notifying the SUPPLIER thereof or (2) secure, at the SUPPLIER's expense, the immediate replacement of the non-compliant goods or services with goods or services of equivalent or superior quality at the same price, notwithstanding any additional damages that the BUYER may be entitled to claim for all the direct or indirect losses resulting from any damage or injury whatsoever caused to people or property, owing to the non-compliance of the goods or services, including the consequences of having to withdraw or call back the goods for any reason whatsoever. The BUYER shall have identical rights,

unlimited in time other than by the applicable statutory time limitation period in the event that any goods delivered contain a hidden defect. Any goods that are rejected and returned to the SUPPLIER at any time shall be deemed not to have been delivered in the first place. The BUYER shall be entitled to order replacements for non-compliant goods or services from any supplier of its choosing at the SUPPLIER's expense. The cost of returning, sorting and/or destroying the goods where applicable shall be borne by the SUPPLIER. Should the goods break down and should the fault be reparable on the BUYER's premises, the latter shall be entitled to request that the SUPPLIER take immediate action to remedy the fault. The compliance of the goods and services delivered shall also extend to the quantities requested; should the quantities delivered not be in keeping with those ordered, the BUYER shall be entitled to express reservations and to apply the foregoing provisions.

6. Supplier Complies With Orders, Agreements and Applicable Law; Indemnification

6.1 Compliance with Orders

The SUPPLIER shall fully comply with the BUYER's order. No changes shall be made by SUPPLIER (in its order confirmation or otherwise) to the terms of BUYER's order, in particular the delivery deadlines, the nature of the goods or services ordered, the terms governing delivery or supply and the prices, etc. of an order, without the BUYER's express prior written authorization. Any order confirmations or other documents not complying with the requirements of this provision shall not constitute a binding part of the agreement between the PARTIES and SUPPLIER hereby expressly declares that such deviation from BUYER's order constitute a dissent with BUYER's declaration of intent and thereby does not bind BUYER even if the order is fulfilled. If the SUPPLIER wants to change the terms of BUYER's order, it must contact BUYER and ask BUYER to send a revised order.

6.2 Compliance with Agreements; Liability and Indemnification

The SUPPLIER shall be fully liable to the BUYER and to any subsequent purchaser for the goods and/or services delivered, and indemnifies the BUYER against any claims whatever the nature thereof in connection with goods and/or services delivered which were defective (whether the defect was

visible or hidden) or not in compliance with the T&C or any other binding agreement between the parties and against any damage, loss or injury, whether direct or indirect, that the buyer may incur as a result in accordance with Section 11, subject only to any limits under applicable law. Should the SUPPLIER be unable to meet the requirements, technical and/or other, specified in the order and/or in the special terms and conditions and/or in an individual agreement, or should the goods be of poor quality, the BUYER is entitled to request that the SUPPLIER reimburse any moneys already paid out to the SUPPLIER and/or request full compensation for any damage incurred, whether directly or indirectly, as a result.

7. Compliance With Intellectual Property; Law; Anti Bribery; No Child Or Forced Labor; Code of Conduct

SUPPLIER is responsible for any person or entity acting on its behalf to fully comply with all intellectual property laws and third party's rights (including, without limitation, the BUYER's use of the purchased goods or services in compliance with the agreement between the PARTIES not infringing any third party intellectual, property rights or license terms), applicable governmental, legal, regulatory and professional requirements, including but not limited to anti-money laundering, anti-corruption and anti-bribery laws, including without limitation, the Foreign Corrupt Practices Act, the UK Bribery Act and Proceeds of Crime Act as well as commercial bribery laws. SUPPLIER will not employ children, prison labor, slave labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as form of discipline. In the absence of any national or local law, an individual of less than 15 years of age is considered as a child. If local Laws set a minimum age below 15 years of age, but are in accordance with exception under the International Labor Organization Convention 138, the lower age will apply.

The SUPPLIER will fully comply with the Code of Conduct of Business Partners which is available on <https://supplier.coty.com>.

In case of SUPPLIER's failure to comply with this provision, Section 6.2 applies correspondingly.

8. Order Cancellation And Termination of Agreements

8.1 Order Cancellation

The BUYER may cancel an order if the SUPPLIER fails to perform any of its obligations relating to the order. If BUYER

chooses to do so, come the cancellation date the SUPPLIER shall return to the BUYER all moneys received in connection with the cancelled order, notwithstanding any damages that the BUYER may also be entitled to claim under contract or statutory law.

8.2 Termination of Agreement in case of Ongoing Relation

Further, if the SUPPLIER fails to perform any of its obligations in a contract for the performance of services or other ongoing duties, then the BUYER shall be fully entitled to terminate its relationship with the SUPPLIER without notice or other legal formalities. The relationship shall be terminated if the SUPPLIER fails to remedy the breach or perform its obligations within 30 days of being sent a letter by recorded delivery with acknowledgement of receipt summoning it to do so, notwithstanding any compensation that the BUYER may request from the SUPPLIER for the damage that the BUYER incurred as a result of said breach or failure to perform.

9. Confidentiality

The SUPPLIER undertakes to keep confidential any technical, scientific, commercial or other information in connection with the order and with the BUYER which is marked as confidential or which, based on its nature or the nature of its provision, should be reasonably treated as confidential. The SUPPLIER shall refrain from disclosing such information to any third party and shall ensure that its servants and agents, suppliers and subcontractors follow suit. The SUPPLIER shall refrain from mentioning the BUYER as one of its references, from publishing any written document, including technical notes, photographs, images and sounds on any medium whatsoever regarding any aspect relating to the BUYER and/or to the goods or services that are the subject matter of the order, without the BUYER's prior written consent. Under no circumstances may any order give rise to any direct or indirect advertising of any kind without the BUYER's written authorization.

10. Insurance

In addition to clause 3.3, SUPPLIER will maintain and cause its subcontractors to maintain at their expense sufficient and customary insurance coverage with generally acceptable underwriters. Such insurance will include BUYER as additional insured in connection with SUPPLIER'S performance under

these T&C to be stated explicitly on the Certificate(s) of Insurance. SUPPLIER hereby irrevocably and unconditionally waives and will cause its insurers to irrevocably and unconditionally waive any rights of subrogation for claims against BUYER, to be documented to BUYER'S satisfaction. At the BUYER's request, the SUPPLIER shall provide evidence of the existence of such a suitable insurance policy and the terms under which it may be invoked.

11. Indemnification

Without limiting any additional rights under agreement or statutory law, SUPPLIER will fully indemnify BUYER, its affiliated companies (as defined under the applicable law) and its and their respective agents, officers, directors and employees ("BUYER GROUP") from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "CLAIMS"), arising out of or related to any of the following (1) SUPPLIER'S breach of any given guarantee; (2) SUPPLIER'S breach of any provision of these T&C or another part of the agreements between the parties including without limitation Sections 5.1, 6.2 and 7; (3) the negligence, gross negligence, bad faith, intentional or willful misconduct of SUPPLIER or SUPPLIER'S subcontractors or their respective employees or other representatives in relation to or connection with these T&C or another agreement between the parties or the performance of duties hereunder or thereunder; or (4) bodily injury, death or damage to personal property arising out of or relating to SUPPLIER'S performance.

12. Ownership Of Intellectual Property

12.1 BUYER Intellectual Property

The BUYER shall retain full ownership of all intellectual property rights owned by the BUYER prior to the respective purchase order, in particular over any elements, documents, rights and information that it entrusts to the SUPPLIER for the purposes of the order, including images, know-how, processes, methods, formulas, blueprints, calculations, etc. Unless otherwise expressly agreed, BUYER does not license any of its intellectual property rights to SUPPLIER, or allow any use of it. Once the order shall have been met, the SUPPLIER undertakes to return all the elements entrusted to it by the BUYER and not to retain any copies thereof in any form whatsoever.

12.2 Creations

BUYER shall own any works and related intellectual property rights (including without limitation copyrights, designs, inventions and marks) created (i) by or on behalf of SUPPLIER in fulfillment of its contractual duties towards BUYER, (ii) by anybody in connection with services provided or works created under an order, or (iii) to the extent created as a direct result of the goods/services (collectively, "BUYER'S IP"). BUYER'S IP created by SUPPLIER is considered a work made for hire to the extent available under copyright and/or other intellectual property ("IP") law. To the extent it is not considered work made for hire, SUPPLIER assigns to BUYER royalty-free, worldwide, perpetually, and irrevocably, all rights in BUYER'S IP to the fullest extent permitted by law. To the extent such an assignment is not legally permissible, SUPPLIER grants BUYER an exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable and unrestricted license to such BUYER'S IP to the fullest extent permitted by law. SUPPLIER will execute any documents that BUYER reasonably determines are necessary to document BUYER'S rights in BUYER'S IP or to secure or perfect any IP RIGHTS relating to BUYER'S IP. SUPPLIER will cause its employees or subcontractors' employees to assign to SUPPLIER any BUYER'S IP created by such employees or subcontractors' employees and to comply with SUPPLIER'S obligations set forth in this Section 13. To the extent legally permissible, SUPPLIER waives any moral rights in BUYER'S IP, including but not limited to the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation. To the extent such waiver is not legally permissible; BUYER will have the irrevocable right to exercise any moral rights in BUYER'S IP on SUPPLIER'S behalf to the fullest extent permitted by law.

12.3 SUPPLIER Intellectual Property

In addition and with respect to rights not vested in or assigned exclusively to BUYER in accordance with Section 12.2, SUPPLIER grants BUYER a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable license under any intellectual property or other rights included in the goods and services necessary to use in any way, and to receive the full benefit of, the goods/services and any resulting work product including, to copy, maintain, support, modify,

enhance or further develop the goods and services and resulting works.

13. Force Majeure

Should the SUPPLIER wish to avail itself of circumstances constituting force majeure, it must inform the BUYER in writing without delay of all the elements that demonstrate the unforeseeable, uncontrollable and external nature of the event owing to which it is unable to abide by its undertakings, as well as provide the BUYER with an assessment of the consequences that it foresees the event shall have on the fulfilment of the order. The BUYER shall then be able to take all the measures that it considers useful to preserve its interests, such as rescinding or cancelling an order in accordance with the terms set out above.

14. Subcontracting - Assignment

The BUYER shall be entitled to assign all or part of its orders and the rights and obligations connected thereto to any third party of its choosing, including any affiliated company. The SUPPLIER shall be barred from assigning or contracting out its rights and obligations in connection with an order without first securing the BUYER's written authorization. In any event, the SUPPLIER shall be fully liable to the BUYER for the complete compliance of any goods and/or services supplied by a subcontractor.

15. Applicable Law - Resolution Of Disputes

Subject to any special terms or conditions or to the terms of an individual agreement, any orders or other means of ordering and their consequences, whatever these may be, shall be governed by the law applicable where the BUYER is located. Should a dispute regarding an order or other means of ordering and/or its consequences arise between the PARTIES and should they be unable to settle it amicably, the dispute shall be submitted to the jurisdiction of the competent court where the BUYER is located. The parties hereby specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods, to their contractual relationship under these terms and/or any order and to the validity, enforcement, and interpretation of these T&C and any order.

16. Severability

If any term of these T&C is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent of

such invalidity, illegality of unenforceability; all other terms shall remain in full force and effect.