

## China

### 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 ordering by any supplier or service provider ("SUPPLIER"; together with BUYER, the "PARTIES") shall constitute acceptance without reservations or restrictions of these general purchasing terms ("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 Sections featuring 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 these T&C. Any BUYER's special terms and conditions shall prevail over its own 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 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

Barring any contradictory provisions in 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 BUYERS' 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 Penalty**

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 penalties amounting to 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 order nor shall 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 either: (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 unless the SUPPLIER can prove that it did not act culpable. 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 for 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 Section 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 and 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 or 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/or services necessary to use in any way, and to receive the full benefit of, the goods and/or 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**

Any orders or other means of ordering and their consequences, whatever these may be, shall be governed by the law 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.

**17. Languages**

These T&C are provided in local and English language. In case of any inconsistencies, the English language version shall prevail.

## 中国 (China)

### 条款 (适合于商品及服务)

#### 1. 应用和可强制执行性

对购买者 (以下简称“采购方”) 所发出采购订单或任何供应商或服务提供商 (以下简称“供应方”, 连同采购方一起统称为“双方当事人”) 的其它订购方式的接受, 将构成对本通用采购条款 (以下简称“条款”) 以及采购订单中出现的任何条款和另行提及的任何特殊条款的无保留或限制的接受, 但不包括供应方的销售条款中出现的任何会引发矛盾的章节。供应方的销售条款或其它条款将不会成为双方当事人之间采购协议的一部分, 即使它们没有明确反对本条款中的任何章节或并无明显的不一致。倘若发生任何矛盾, 任何采购方特殊条款应优先于其自身的条款。如果已发出的采购订单是作为单独协议的一部分, 则该协议的条款应优先于本条款和任何特殊条款。

#### 2. 价格 - 发票 - 付款

##### 2.1 价格

适用价格应为供应方和采购方在下订单时商定并出现在采购订单上的价格。如果该订单中未注明价格, 则商品或服务应当按照供应方的最近一次报价、采购方最近一次支付给供应方的价格或现行市场价格 (以较低者为准) 计价。价格应当扣除任何税额和关税, 并应当涵盖按照下文第3条订购的供应品交付或服务履行。供应方不得更改当前正在进行中的订单的价格或费率。价格应当包括运输和包装。供应方提供和公布的任何定性与定量折扣、回扣和减价, 均应立即并完全适用于采购方。

##### 2.2 发票

供应方发送给采购方的发票必须以采购方所在国的当地货币为单位 (除非另有约定), 发票抬头为采购方的名称, 并送交采购方的会计部门。

发票应当按照当地法律进行编制, 除所有标准法律声明外, 还必须列明以下信息:

- 订单索引号,
- 供应品的详细说明, 如果发票针对的是有形商品,
- 可偿还及不可偿还税款的数额,
- 如果适用, 供应方与采购方的增值税号。

在同时交付多个订单的情况下, 供应方应当为每个订单编制单独的发票。任何不完整或错误的发票均可以退回供应方。

#### 2.3 付款

除非订单或协议中有任何相反规定, 否则采购方应当根据采购订单所列明的付款条款 (i) 结清就已交付商品开具的发票价款; 以及 (ii) 结清就已提供服务开具的发票价款; 只要是于法国的任何付款, 付款条件不应超出发票日后60天内或由交付商品或提供服务之月份结束后的45天内。如果强制性适用法律规定有较短的付款期限, 则应适用这些较短期限。采购方通常不会支付任何预付款。然而, 如果采购方在例外情况下支付预付款, 则供应方应当向采购方提供银行保函, 以便在必要时予以偿还。如果供应方的发票不准确或不符合采购方通知供应方的发票要求, 或如果供应方的发票不符合法律或税务要求, 则采购方可以扣留付款。

#### 3. 交付 - 所有权及风险的转移

##### 3.1 国际贸易术语、交货点、包装

除非特殊条款或单独协议中有任何相反规定, 否则, 商品应当在完税后交付至约定的交货点。供应方应当在特殊条款和/或条件和/或单独协议中指明的地点交付商品或履行所订购的服务。供应方应当负责商品的包装, 使其能够承受可能面临的运输、装卸和储存条件, 且不会造成损坏。供应方应当赔偿采购方因包装不当所致的任何破损、缺失或损坏。所有包装必须采用采购方提供的索引号, 清楚地加以标识。

##### 3.2 所有权及风险转移

所有权及风险的转移应当在交货时发生, 即采购方无保留地接受商品或服务, 不论付款日期为何。供应方将向采购方移交商品的有效及可转让所有权, 不附带留置权、索赔、担保权益、质押、押记、抵押、信托契据、期权或任何形式的其它产权负担 (以下简称“留置权”)。对于供应方或其任何分包商所拥有或控制的任何采购方财产, 供应方将使其保持在无附带任何留置权的状态下, 并将其标识为采购方财产。

##### 3.3 运输保险

供应商应就运输过程中的任何外部原因所造成的所有有形损失或损坏风险进行投保, 并自行承担投保费用。根据采购方的要求, 供应方应当在商品运输之前, 提供证明存在合适保单和保单项下可援引条款的证据。

#### 4. 交付截止期限

##### 4.1 交付截止期限

任何商定的交货截止期限均应被视为采购方同意下达订单的严格、必要和决定性的前提条件。因此, 供应方应当对任何交付延误负起全部责任, 并应当就采购方由此蒙受的任何

直接或间接不利后果给予相应的赔偿，尽管采购方有权援引下文第6条的规定。

#### **4.2 违约金**

此外，如果在交付商品或履行所订购的服务时出现延误，除非特殊条款和/或单独协议中有任何相反规定，否则采购方应当向供应方收取违约金，每延误一周的违约金相当于订单总价值（不含税）的2%，最高不超过订单总价值的20%或适用法律允许的最大值，以金额较低者为准。尽管有上述规定，采购方有权索赔超过商定违约金额的损害赔偿；并且，违约金将是额外（而非替代）的进一步损害赔偿，除非强制性法律另有规定。

#### **4.3 发生交付延误的进一步后果**

如果供应方未能交付部分或全部商品，采购方将自动有权扣留任何到期款项，直至所订购的商品和/或服务全部得到交付/履行。在这种情况下，采购方还应有权（i）取消订单并退出采购，或者（ii）将购买价格降低至订单价值的相应部分，同时保留已交付的任何商品或享有已履行的任何服务。

### **5. 所交付商品及服务的合规/质量保证和违约救济**

#### **5.1 保证**

供应方谨此保证所交付的商品和/或所履行的服务以及（在适用情况下）包装和标签，应当在交付时和（如适用）保质期内符合采购方订单的各方面要求，并且不应有任何明显或潜在缺陷。

#### **5.2 采购方的责任及权利**

采购方的商品/服务质量检查不应减免供应方的订单履行义务，亦不应限制采购方的任何保证或其它权利。当采购方发现商品或服务不符合采购方的订单时，采购方应当选择（1）在将上述情况通知供应方之后取消订单，或者（2）要求供应方立即用相同价格的同等或更高质量的商品或服务更换不合格商品或服务，相关费用应由供应方承担；尽管存在任何额外的损害赔偿，采购方有权就因不合格商品或服务所造成的任何人身伤害或财产损坏而导致的所有直接或间接损失提起索赔，包括不得以任何理由撤回或召回商品所致的后果。如果所交付的任何商品含有潜在缺陷，除适用的法定时限之外，采购方应当享有在时间上不受限制的同权利。在任何时候被拒绝并退回供应方的任何商品，均应被视为尚未交付。采购方有权从其选择的任何供应商处订购不合格商品或服务的替代品，相关费用应由供应方承担。退回、分拣和/或销毁商品的成本（如适用）均应由供应方承担。如果

商品发生故障，且该等故障可以在采购方经营场所进行修复，则采购方有权要求供应方立即采取行动，修复该等故障。所交付的商品及服务的合规性也应当延伸至所要求的数量；如果所交付的数量与订购数量不一致，则采购方有权表达保留意见并应用前述规定。

### **6. 供应方遵守订单、协议和适用法律；赔偿**

#### **6.1 遵守订单**

供应方应当完全遵守采购方的订单。未经采购方明确给予的事先书面授权，供应方不得更改（在其订单确认书中或以其它方式）采购方订单的条款，特别是交付截止日期、所订购的商品或服务的性质、交付或供应条款和订单价格等。不符合本款要求的任何订单确认书或其它文件不得构成双方当事人之间协议的有约束力之部分，供应方谨此明确声明，对采购方订单的此类偏离构成对采购方意图声明的异议，因此对采购方不具有约束力，即使订单得到履行。如果供应方想要更改采购方订单的条款，供应方必须联络采购方，并要求采购方发送修改后的订单。

#### **6.2 遵守协议；责任与赔偿**

对于因所交付的商品和/或服务有缺陷（不论是明显缺陷还是潜在缺陷）或不符合条款或双方当事人之间的任何其它有约束力协议而导致的任何索赔（不论性质为何），以及采购方可能因此蒙受的任何直接或间接损害、损失或伤害，供应方应对采购方和所交付商品和/或服务的任何后续购买者承担全部责任，并依照第11条给予相应的赔偿，除非供应方能够证明其并未有罪行为。如果供应方无法满足订单和/或特殊条款和/或单独协议中指明的技术和/或其它要求，或商品的质量低劣，则采购方有权要求供应方偿还已向供应方支付的任何款项和/或要求就采购方因此直接或间接蒙受的任何损害得到充分赔偿。

### **7. 遵守知识产权法律；反贿赂；无童工或强迫劳动；行为守则**

供应方负责确保代表其行事的任何个人或实体完全遵守所有知识产权法律和第三方权利（包括但不限于采购方根据双方当事人之间的协议使用所购买的商品和服务不会侵犯任何第三方知识产权、财产权或许可条款）、适用的政府、法律、监管和专业要求，包括但不限于反洗钱、反腐败和反贿赂法律，包括但不限于《反海外腐败法案》、《英国反贿赂法案》和《犯罪收益追缴法案》以及商业贿赂法律。供应方不会雇用儿童、监狱劳役、奴役劳工、抵押劳工或使用体罚



或其它精神与身体胁迫手段作为纪律处罚。在没有任何国家或地方法律的情况下，未满15岁的个人被视为儿童。如果当地法律设定15岁以下的最低年龄，但根据国际劳工组织第138号公约项下的例外情况，则较低的年龄将适用。

供应方须完全遵守 <https://supplier.coty.com> 上提供的Code of Conduct for Business Partners。

如果供应方未能遵守本款规定，则第6.2款相应地适用。

## 8. 订单取消和协议终止

### 8.1 订单取消

如果供应方未能履行与订单有关的任何供应方义务，则采购方可以取消订单。如果采购方选择取消订单，则供应方应当在取消日期将所收到的与取消订单相关的所有款项退还给采购方，尽管采购方可能有权根据合同或成文法主张任何损害赔偿金。

### 8.2 在关系持续情况下终止协议

此外，如果供应方未能履行其在有关服务或其它持续责任履行合同中的任何义务，则采购方将完全有权终止其与供应方之间的关系，无需另行通知或其它法律手续。如果供应方未能在发出记载有其确认收到要求其补救违约或履行义务的信函之后30天内完成前述行为，则关系应被终止，尽管有采购方可能要求供应方赔偿的采购方因所述违约或未履约而蒙受的任何损害。

## 9. 保密

供应方承诺对与订单和采购方有关的、被标记为机密或根据其性质或条文性质应合理视为机密的任何技术、科学、商业或其它信息予以保密。供应方不得向任何第三方披露此类信息，并应确保其雇员和代理商、供应商和分包商不会向任何第三方披露此类信息。未经采购方事先书面同意，供应方不得在任何媒体上提及采购方为其参考客户之一，亦不得发布涉及采购方和/或作为订单标的物的商品或服务的任何书面文件，包括技术说明、照片、图像和声音。在任何情况下，未经采购方书面授权，任何订单均不会产生任何直接或间接的广告宣传。

## 10. 保险

除第3.3款外，供应方须向普遍认可的保险公司投保并促使其分包商投保充分的常规保险，并各自承担其保险费用。此类保险须将采购方列为与本条款项下供应方履约有关的保险的附加被保险人，且须在保险证明书中明确说明。供应方谨此不可撤销和无条件地放弃，并将促使其保险公司不可撤

销和无条件地放弃针对采购方的任何代位求偿权，并须提供令采购方满意的书面证明文件。根据采购方的要求，供应方应当提供证明存在合适保单和保单项下可援引条款的证据。

## 11. 赔偿

在不限制协议或成文法规定的任何附加权利的前提下，供应方将向采购方及其关联公司（定义见适用法律）及其各自代理商、高级职员、董事和雇员（以下简称“采购方集团”）提供全面弥偿保障，就起因于以下任一原因或与之有关的任何索赔（包括第三方索赔）、损失、成本、损害或费用、罚金、庭外和解应付款项和合理法律费用及开支（统称为“索赔”）给予相应的赔偿，即（1）供应方违反任何已给出的保证；（2）供应方违反本条款的任何规定或双方当事人之间协议的其它部分，包括但不限于第5.1款、第6.2款和第7条；（3）供应方或供应方分包商或其各自雇员或其他代表的涉及本条款或双方当事之间其它协议或其项下义务履行的疏忽、重大疏忽、恶意、有意或故意不当行为；或者（4）起因于供应方履约或与之有关的人身伤害、死亡或个人财产损失。

## 12. 知识产权归属

### 12.1 采购方知识产权

采购方应当保留对其在相应采购订单下达之前拥有的所有知识产权的全部所有权，特别是其出于订单之目的而委托给供应方的任何要素、文件、权利和信息，包括图像、专有技术、流程、方法、公式、蓝图、计算等。除非另有明确约定，采购方并未向供应方授予任何知识产权许可，或允许对知识产权的任何使用。一旦订单得到满足，供应方承诺归还采购方委托给其的所有要素，且不会以任何形式保留任何副本。

### 12.2 创造物

采购方应当拥有（i）由供应方或其代表在履行其对采购方的合同职责的过程中创建，（ii）由与订单项下提供的服务或创建的工作有关的任何人创建，或者（iii）作为商品/服务的直接结果而创建的任何作品和相关知识产权（统称为“采购方知识产权”）。由供应方创建的采购方知识产权被视为版权和/或其它知识产权（“知识产权”）法律项下可提供的雇佣作品。倘若无法被视为雇佣作品，则供应方须在法律允许的最大范围内，免版权、全球性、永久和不可撤销地将采购方知识产权中的一切权利转让给采购方。倘若上述转让在法律上是不允许的，则供应方须在法律允许的最大范围内，向采购方授予对此类采购方知识产权的独家、免版权、全球

性、永久性、不可撤销、可转让、可分许可和不受限制的许可。供应方将签立采购方合理确定为必要的任何文件，以记录采购方在采购方知识产权中享有的权利，或确保或完善与采购方知识产权相关的任何知识产权。供应方将促使其雇员或分包商雇员向供应方转让由上述雇员或分包商雇员创建的任何采购方知识产权，并遵守本第13条中规定的供应方义务。在法律允许的范围内，供应方放弃采购方知识产权中的任何著作人格权，包括但不限于被命名为作者的权利、修改权、阻止切割的权利和阻止商业利用的权利。倘若上述放弃在法律上是不允许的，则采购方将在法律允许的最大范围内拥有代表供应方行使采购方知识产权中任何著作人格权的不可撤销权利。

### **12.3 供应方知识产权**

此外，对于无法根据第12.2款赋予或转让或专属于采购方的权利，供应方向采购方授予商品和/或服务中所含的任何知识产权或其它权利的非独家、免版税、全球性、永久性、不可撤销、可转让和可分许可的必要许可，以使得采购方能够以任何方式使用商品和/或服务 and 任何由此产生的工作成果并获得最大收益，包括复制、维护、支持、修改、加强或进一步开发商品和服务以及由此产生的作品。

### **13. 不可抗力**

倘若供应方希望利用构成不可抗力的情况，则其必须立即能够证明致使其无法信守其承诺的事件具有不可预见性、不可控制性和外部性的所有要素通知给采购方，以及向采购方提供其预计该事件将会对订单履行造成何等影响的后果评估。采购方应当能够采取其认为有用的一切措施来维护其利益，如根据上文所载条款撤销或取消订单。

### **14. 分包 - 转让**

采购方有权将其全部或部分订单和与之相关的权利及义务转让给其选择的任何第三方，包括任何关联公司。供应方不得在未获得采购方事先书面授权的情况下，转让或承包与订单有关的权利和义务。在任何情况下，供应方应当就由分包商提供的任何商品和/或服务的完全合规性而对采购方承担全部责任。

### **15. 适用法律 - 争议解决**

任何订单或其它订购方式及其后果，无论这些可能会是什么，均应受到采购方所在地法律的管辖。如果双方当事人之间产生有关订单或其它订购方式和/或其后果的争议，且双方无法通过友好协商解决此类争议，则争议应当服从于采购方所

在地的有管辖权法院的管辖权。双方当事人谨此拒绝将《联合国国际货物销售合同公约》适用于本采购条款和/或任何订单项下的合同关系，以及本条款和任何订单的有效性、执行和解释。

### **16. 可分割性**

如果本条款的任何条款在任何程度上无效、非法或不可强制执行，则上述条款应当根据上述无效性、非法性或不可强制执行性的程度被相应地排除在外；所有其它条款均将维持充分效力。

### **17. 语言**

本条款提供当地语言版本和英文版本。如有任何不一致之处，应以英文版本为准。