

Oriflame Purchase Order T&C

1 Definitions

Capitalised words in this document have the following meaning: (1) "**Agreement**" means the agreement for the supply and purchase of the Goods and/or Services under the Terms; (2) "**Goods**" means the goods described in the PO; (3) "**Oriflame**" means the entity named as the purchaser in the PO; (4) "**PO**" means Oriflame's purchase order with instructions to supply the Goods and/or perform the Services; (5) "**Services**" means the services described in the PO; (6) "**Specifications**" means the specifications provided or agreed to by Oriflame (if any) in relation to the Goods and/or Services including any information or documents set out in a tender for the Goods and/or Services; (7) "**Supplier**" the person or entity named as the supplier in the PO including its employees, agents and representatives; and (8) "**Terms**" the terms and conditions in this document and any terms and conditions contained in the PO.

2 When do these terms apply

The Terms apply to the supply and purchase of the Goods and/or Services unless the PO references another agreement between the parties in which case the terms in the referenced agreement will apply. The PO is issued on the condition that the Supplier accepts the Terms. Oriflame will not accept and has no obligation to pay for the Goods and/or Services if the Supplier claims that different terms and conditions apply to the supply of the Goods and/or Services.

3 Supply and purchase

3.1 The Supplier agrees to supply and Oriflame agrees to purchase the Goods and/or Services on the Terms.

3.2 THE TERMS GOVERN THE SUPPLY OF THE GOODS AND/OR SERVICES TO THE EXCLUSION OF ANY TERMS AND CONDITIONS ENDORSED UPON, DELIVERED WITH OR CONTAINED IN THE SUPPLIER'S QUOTATION, ACKNOWLEDGEMENT OR ACCEPTANCE OF ORDER, INVOICE OR SIMILAR DOCUMENT AND BY DELIVERING THE GOODS OR PERFORMING THE SERVICES THE SUPPLIER WAIVES ANY RIGHT WHICH IT OTHERWISE MIGHT HAVE TO RELY ON SUCH TERMS OR CONDITIONS.

3.3 The Supplier must give the PO number and date on all delivery advices and notes, invoices, correspondence and packaging relating to the Agreement.

4 Quality and Defects

4.1 Goods must be of the best available design, quality, material and workmanship, without fault and conform in all respects with the PO and Specifications and will comply with all statutory requirements and regulations relating to the Goods.

4.2 Services must be performed to the highest standard and conform in all respects with the PO and Specifications and will comply with all statutory requirements and regulations relating to the performance of the Services.

4.3 Supplier must at all times in connection with this Agreement comply with all applicable laws and regulations.

5 Delivery and acceptance

5.1 The Goods must be: (1) packed and secured in accordance with industry standards and any instructions issued by Oriflame to protect the Goods during transport to ensure they reach their destination undamaged; (2) marked according to the Delivery Instructions; (3) be delivered at the Place of Delivery on the Delivery Date and according to the Delivery Terms; and (4) off-loaded and stacked by Supplier as directed by Oriflame.

5.2 The PO states the date and time for delivery of the Goods, or if no date is specified delivery must take place within 28 days of the PO. If no time is specified in the PO the Goods will only be accepted by Oriflame during normal business hours.

5.3 The date or dates for performance and completion of the Services is specified in the PO or, where no date is specified, as agreed in writing with Oriflame.

5.4 Time for delivery of the Goods and performance of the Services is of the essence.

5.5 Oriflame is not deemed to have accepted any Goods and/or Services until Oriflame has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any defect in the Goods and/or Services has become apparent.

6 Supplier Code of Conduct

6.1 Supplier must at all times in connection with this Agreement comply with Oriflame's Supplier Code of Conduct which is available at: <https://corporate.oriflame.com/en/About-Oriflame/Who-we-are/Code-of-Conduct-and-other-policies>

6.2 Supplier and the Supplier Personnel must not, directly or indirectly: (1) pay, offer, promise to pay or authorise the payment of, any money or financial or other advantage in violation of Anti-Corruption Laws; or (2) take any action that

would cause Oriflame or Oriflame's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Supplier agrees to keep full and accurate books and records of all payments made in respect of any transaction or business made in connection with this Agreement, and to make all such books and records available to Oriflame's authorised representatives as deemed necessary by Oriflame to verify Supplier's compliance with Anti-Corruption Laws and this Agreement. "Anti-Corruption Law" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. "Supplier Personnel" means the Supplier's officers, directors, employees, direct or indirect beneficial owners, shareholders or any other party acting on behalf of the Supplier.

7 Risk and title

7.1 The risk of loss or damage to the Goods remains with Supplier until the Goods are delivered to Oriflame in accordance with the Delivery Terms.

7.2 Title will pass to Oriflame upon delivery

8 Price, invoices and payment

8.1 Oriflame must pay Supplier the Price for the Goods and/or Services. Unless otherwise agreed, all Prices are exclusive of all applicable indirect taxes such as Goods & Services Tax ("GST") but inclusive of all other expenses, materials, charges, costs, duties or levies. The parties agree that the incidence of any benefit of cost reduction, on account of GST, shall be to the account of Oriflame. The parties further agree that in case any credit, refund or other benefit is denied or delayed to Oriflame due to any non-compliance on the part of the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing of documents or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse Oriflame, the loss to Oriflame on such account including, but not limited to, the tax loss, interest and penalty. Notwithstanding anything contrary in the Agreement, Oriflame reserves the right to hold the payment under the Agreement until the invoice has been uploaded by the Supplier on the GST portal and subject to other procedural requirements as may be specified by authorities from time to time to enable Oriflame to take credit of the transaction in question. The parties further agree that in the event the tax is liable to be charged/ paid at the time of advances under the GST regime, the Supplier should issue appropriate document (i.e. invoice mentioning the GST component applicable on advance) to Oriflame and also undertake the necessary compliances as per statutory timelines. Further, the Supplier should furnish such invoice/advance details on the GST portal within statutory timelines for Oriflame to claim appropriate credits of the same on timely basis.

8.2 The Supplier must only invoice Oriflame upon, but separately from, dispatch of the Goods to Oriflame or completion of the Services.

8.3 Oriflame must pay the price of the Goods and/or Services within 60 days after the date of a proper and accurate invoice (unless a different payment terms is stated in the PO) or, if later, after acceptance of the Goods and/or Services by Oriflame in accordance with this Agreement.

8.4 Unless otherwise agreed by Oriflame, on payment of invoices, the Supplier will bear the withholding taxes that may be applicable to the payment by Oriflame and payment shall be made net of withholding taxes accordingly.

9 Oriflame's Property

9.1 Oriflame Property remains the exclusive property of Oriflame and must only be used by the Supplier for the performance of this Agreement. Supplier accepts and agrees it has no proprietary or other interest or right of any nature in, or in relation to, the Oriflame Property. "Oriflame Property" means materials, equipment, tools, dies, moulds, copyright, drawings, designs, Oriflame group trademarks and all other intellectual property rights in drawings, specifications and data supplied by Oriflame to the Supplier.

9.2 Any copyrights, design rights or other intellectual property rights created by the Supplier in performing this Agreement (either by itself or jointly with Oriflame) belong to Oriflame absolutely and must only be used for the purpose of performing this Agreement. To the extent the intellectual property rights mentioned above do not automatically vest in Oriflame, the Supplier hereby assigns to Oriflame the entirety of those rights which vest in the Supplier under law. At Oriflame's request the Supplier must sign all documents required to establish Oriflame's title to such intellectual property rights.

9.3 The Supplier, its subcontractors (if permitted) and/or any third party suppliers must not, without the prior written consent of Oriflame, sell or otherwise dispose of the property

and/or deliverables created under this Agreement to any person other than Oriflame.

10 Intellectual Property

10.1 Any supply of under this Agreement protected by any patent, trademark, design right, copyright or any other intellectual property right owned by or licenced to Supplier is deemed to include a royalty free license for worldwide use from Supplier to Oriflame (and Oriflame's affiliated companies) to incorporate such intellectual property rights in the supply purchased by Oriflame under this Agreement.

10.2 Supplier releases and indemnifies Oriflame against all liability, claims, loss, damages, injury, costs and expenses of any nature suffered or incurred by, or made or brought against, Oriflame in respect of any infringement or alleged infringement of intellectual property rights caused or contributed to by (to the extent of the contribution) Supplier's supply to Oriflame under this Agreement.

11 Termination of this Agreement

11.1 This clause is subject to Oriflame's cancellation rights under this Agreement. Oriflame may immediately terminate this Agreement without cause at any time by giving written notice to the Supplier. If Oriflame terminates this Agreement without cause under this clause Oriflame must pay to the Supplier fair and reasonable compensation for the work-in-progress at the time of the termination but that compensation will not include loss of profits or anticipated profits, loss of contract, loss of opportunity, loss of reputation or loss of goodwill, any wasted overheads or any consequential or indirect loss whatsoever.

11.2 This Agreement may be terminated with immediate effect, in whole or in part, by either party as follows: (1) in the event of a material breach of this Agreement by the other party, if the material breach is not remedied to the non-breaching party's reasonable satisfaction within the non-breaching party giving a notice of such breach not less than 30 days; (2) if a party becomes insolvent or any resolution or proceedings for liquidation (voluntary or involuntary) are instituted by or against a party or in the event of the appointment with or without consent of an administrator, assignee or agent for the benefit of a creditor or creditors or of a receiver for a party; (3) if a party commits any repetitive breach of the same type for which notice has already been given; or (4) if either party cannot, due to a Force Majeure Event, fulfil their obligations under this Agreement for a period exceeding 14 days. "Force Majeure Event" means National labour conflicts, civil commotion, riots, acts of a public enemy, acts or restraints of any government or sovereign nation, fire, export and import prohibitions, currency restrictions or other obstructions beyond its control, which could not reasonably have been avoided, foreseen or limited including by having a commercially reasonable disaster recovery procedure.

11.3 Without prejudice to the above, Oriflame may terminate this Agreement with immediate effect and without compensation to the Supplier if: (1) ownership or control of Supplier changes to a third party; (2) in Oriflame's reasonable opinion, it becomes illegal for Oriflame to purchase from, or make payments to, Supplier under this Agreement; (3) substantially all of the assets of Supplier are sold, transferred or disposed of to a third party; or (4) Supplier is in breach of Oriflame's Supplier Code of Conduct or Anti-Corruption Laws.

11.4 Termination of this Agreement for any reason is without prejudice to the rights of either party which accrued prior to termination. The terms of this Agreement which expressly or impliedly have effect after termination will continue to be enforceable after termination.

12 General

12.1 Supplier may not assign or transfer this Agreement, or any part of it, without the prior written consent of Oriflame.

12.2 Oriflame may assign or transfer this Agreement, or any part of it, to any Oriflame group company.

12.3 Each party must keep all confidential information disclosed to them by the other party confidential.

12.4 This Agreement does not create an exclusive arrangement and each party may enter into agreements with third parties in relation to the subject matter of this Agreement.

12.5 Nothing in this Agreement and no action taken by the parties in connection with the Agreement will constitute or create a partnership, association or other entity or be deemed as an employment relationship between the parties.

12.6 Supplier must not use the existence of this Agreement or the name of Oriflame in any advertising or promotion without Oriflame's prior written consent.

12.7 Variations to this Agreement (including changes to the price, delivery times, specifications and/or scope) must be agreed in writing and signed by a duly authorised representative of Oriflame.

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12.8 Any notice required or permitted to be given by either party to the other under this Agreement must be in writing addressed to that other party at its principal place of business or such other address as set out in the Contract Data.

12.9 Oriflame and Supplier will each at all times in connection with this Agreement comply with all applicable privacy and data protection laws and regulations including entering into separate agreements required by law.

12.10 This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

12.11 The formation, existence, construction, performance, validity, disputes and all other aspects of the Agreement is governed by the laws of the country where Oriflame is registered and the parties submit to the non-exclusive jurisdiction of the courts of the region, state, territory or canton (as the case may be) in which Oriflame is registered.