

General Terms and Conditions for Business Customers (B2B)

Finor GmbH, Kurfürstendamm 194, 10707 Berlin, Germany, Local Court of Charlottenburg, HRB 275672 B (hereinafter "FINOR"). Version: October 2026. This is a convenience translation. The German version prevails.

§ 1 Scope

- (1) These terms apply to all contracts for the supply of goods of the brands FINE and LACUEOR between FINOR and the buyer.
- (2) They apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Consumers are subject to the terms of the online shops finocosmetic.de and lacueor.com.
- (3) Deviating, conflicting or supplementary terms of the buyer become part of the contract only if FINOR expressly agrees to them in text form. This also applies if FINOR delivers without reservation while aware of such terms.
- (4) These terms also apply to all future orders of the buyer, in each case in the version valid at the time of the order, without FINOR having to refer to them again.
- (5) Individual agreements and the Commercial Terms sheet (§ 3) take precedence over these terms.

§ 2 Conclusion of contract and retailer approval

- (1) Offers, price lists and catalogues of FINOR are non-binding.
- (2) The buyer's order is a binding offer. FINOR may accept it within 7 working days by order confirmation in text form or by dispatching the goods.
- (3) FINOR distributes its brands through approved retailers. Approval follows uniform qualitative criteria, in particular product range environment, presentation of goods and customer advice. There is no entitlement to be supplied.
- (4) On request, the buyer provides proof of its status as an entrepreneur, for example by trade registration and VAT identification number. The buyer informs FINOR without delay of changes to its company details, points of sale and sales channels.

§ 3 Prices and Commercial Terms sheet

- (1) The prices of the retailer price list valid at the time of the order apply. All prices are in euros, net plus statutory VAT, ex warehouse Münster.
- (2) Minimum order values, tester policy, trade marketing support (POS) and shipping costs are set out in FINOR's current Commercial Terms sheet. It forms part of the contract.
- (3) FINOR may change the price list and the Commercial Terms sheet with 4 weeks' notice in text form. Orders already confirmed remain unaffected.

§ 4 Payment and default

- (1) FINOR supplies the first order against prepayment on a pro forma invoice. The goods are dispatched after receipt of payment.
- (2) Subsequent orders are payable within 14 days of the invoice date without deduction. A longer payment term applies only if FINOR has confirmed it in text form.
- (3) The date on which payment is received in FINOR's account is decisive. Bank charges and payment transaction costs are borne by the buyer.
- (4) When the payment term expires, the buyer is in default without a reminder. FINOR then charges default interest of 9 percentage points above the applicable base rate (Section 288 (2) BGB) and a flat-rate default charge of 40 euros per invoice (Section 288 (5) BGB). The right to claim further damages remains reserved.

- (5) If the buyer is in default or there are reasonable doubts about its ability to pay, FINOR may revoke payment terms granted, withhold outstanding deliveries and deliver only against prepayment. FINOR may set a credit limit for each buyer.
- (6) The buyer may set off or withhold payments only on the basis of claims that are undisputed or have been finally established by a court. Its rights arising from defects in the same delivery remain unaffected.

§ 5 Delivery, shipping and transfer of risk

- (1) FINOR ships from the warehouse of Finor GmbH, Messkamp 33, 48147 Münster, Germany, with DHL, DHL Express or FedEx. FINOR selects the carrier. Where possible, FINOR ships by express.
- (2) The standard transit time is 2 to 7 working days from dispatch, depending on the country of destination. Delivery times are non-binding unless FINOR has expressly confirmed them as binding.
- (3) Partial deliveries are permitted where reasonable for the buyer. They do not cause additional shipping costs for the buyer.
- (4) Risk passes to the buyer when the goods are handed over to the carrier.
- (5) Force majeure, strikes, official measures and non-delivery by upstream suppliers for which FINOR is not responsible extend the delivery time by the duration of the disruption. If it lasts longer than 6 weeks, either party may withdraw from the contract concerned.
- (6) The buyer notes externally visible transport damage with the delivery driver on acceptance and reports it to FINOR within 3 working days, with photos.

§ 6 Export, customs and taxes

- (1) FINOR delivers worldwide. Deliveries to countries outside the European Union are made CPT buyer's delivery address (Incoterms 2020). The buyer as importer bears all customs duties, import VAT, other import charges and customs clearance costs. Shipping costs under the Commercial Terms sheet remain unaffected.
- (2) Outside the European Union, the buyer is responsible for ensuring that the goods may be imported and sold in the country of destination. This includes product registration, notification and country-specific labelling.
- (3) Deliveries to other EU member states are exempt from VAT only if the buyer provides a valid VAT identification number and confirms receipt of the goods. Otherwise FINOR subsequently charges German VAT.
- (4) If the buyer refuses acceptance or does not pay import charges, it bears the costs of the return shipment and of a renewed delivery.
- (5) The buyer complies with the applicable export control and sanctions regulations and does not supply the goods to countries or persons subject to restrictions.

§ 7 Retention of title

- (1) The goods remain the property of FINOR until the buyer has paid all claims arising from the business relationship in full.
- (2) The buyer may resell the goods subject to retention of title in the ordinary course of business. It hereby assigns to FINOR all claims arising from the resale in the amount of the invoice value. FINOR accepts the assignment.
- (3) The buyer remains authorised to collect these claims as long as it meets its payment obligations. In the event of default in payment, FINOR may revoke the authorisation and disclose the assignment.
- (4) Pledging the goods subject to retention of title or transferring them by way of security is not permitted. The buyer reports seizures and other third-party access without delay.
- (5) In the event of default in payment, FINOR may demand the return of the goods subject to retention of title after withdrawing from the contract.
- (6) If the realisable value of the securities exceeds the outstanding claims by more than 10 %, FINOR releases securities of its choice on request.

§ 8 Shelf life, defects and duty to give notice

- (1) At the time of dispatch the goods have a minimum remaining shelf life of at least 12 months. FINOR indicates deviations, for example for promotional goods, before the contract is concluded.
- (2) The buyer inspects the goods without delay after receipt (Section 377 of the German Commercial Code, HGB). It gives notice of obvious defects, wrong deliveries and quantity deviations within 5 working days of receipt, and of hidden defects within 5 working days of discovery. Notice is given in text form to sales@finorbrands.com. Without notice in due time the goods are deemed approved. Section 377 (5) HGB remains unaffected. The buyer encloses photos and the batch number where available.
- (3) If the notice is justified, FINOR supplies a replacement. If the replacement delivery fails, the buyer may reduce the purchase price or withdraw from the contract concerned. § 12 remains unaffected.
- (4) The buyer returns defective goods only after consultation with FINOR. If the notice is justified, FINOR bears the costs.
- (5) Natural variations in colour, scent and consistency that result from natural raw materials, and changes caused by improper storage, are not defects. The goods must be stored in a cool, dry place and protected from light.
- (6) Claims for defects become time-barred 12 months after delivery. This does not apply in the cases of § 12 (1) and not to supplier recourse under Sections 445a, 445b and 478 BGB.

§ 9 Returns and recall

- (1) There is no right of withdrawal or return. FINOR does not take back, exchange or credit goods that are free of defects. This also applies in the event of a change in product range and when the shelf life expires at the buyer.
- (2) Exceptions apply only if FINOR has confirmed them in advance in text form. FINOR does not accept goods returned carriage unpaid or without consultation.
- (3) In the event of recalls and market withdrawals, the buyer supports FINOR, blocks affected goods immediately and follows FINOR's instructions. It forwards customer reports of undesirable effects to FINOR without delay.

§ 10 Resale and sales channels

- (1) The buyer sells the goods only to end consumers in normal household quantities and to other retailers approved by FINOR. Sales to other resellers are not permitted.
- (2) The buyer sells at the points of sale agreed with FINOR and in its own online shop under its own domain. Presentation and environment must reflect the high-quality character of the brands.
- (3) Sales through online marketplaces and other third-party sales platforms, such as Amazon, eBay, Kaufland or Otto, are not permitted. Exceptions require FINOR's prior consent in text form. Advertising the buyer's own online shop through search engines and price comparison services remains permitted, provided the purchase is concluded in the buyer's own online shop.
- (4) The buyer sells the goods only unchanged in their original packaging. Batch codes and labelling must not be removed or covered. Goods past their shelf life must not be sold.
- (5) Testers, samples and sales promotion material are not for sale and may be used only for their intended purpose.
- (6) If the buyer breaches this section and does not remedy the breach within 7 days of a warning, FINOR may stop supplying the buyer and cancel orders not yet fulfilled.

§ 11 Trademarks, images and advertising claims

- (1) For the duration of the business relationship, FINOR grants the buyer the simple, non-transferable and revocable right to use the trademarks FINE and LACUEOR and images and texts provided by FINOR to advertise the goods purchased.
- (2) Trademarks, images and texts must be used unchanged and in accordance with FINOR's specifications.

- (3) The buyer does not register any trademarks, domains or social media accounts that contain FINE, LACUEOR or FINOR or are confusingly similar to them.
- (4) The buyer uses only product and efficacy claims approved by FINOR.
- (5) The right of use ends when the business relationship ends. The buyer may continue to sell off and advertise existing remaining stock.

§ 12 Liability

- (1) FINOR is liable without limitation for intent and gross negligence, for injury to life, body or health, for defects fraudulently concealed, for guarantees given and under the German Product Liability Act.
- (2) In the event of slight negligence, FINOR is liable only for the breach of essential contractual obligations. These are obligations whose fulfilment makes the contract possible in the first place and on whose observance the buyer may rely. In this case liability is limited to the foreseeable damage typical for the contract.
- (3) Otherwise liability is excluded. This also applies to the personal liability of FINOR's employees, representatives and vicarious agents.

§ 13 Distributors

- (1) These terms also apply to distributors. A distributor is a buyer who, by agreement with FINOR, resells the goods to retailers in a defined territory.
- (2) A distribution agreement concluded with the distributor takes precedence over these terms.
- (3) By way of derogation from § 10 (1), the distributor may sell in its territory to retailers that meet FINOR's qualitative criteria. It obliges these retailers to comply with §§ 10 and 11.
- (4) Deliveries to distributors are made FCA Münster (Incoterms 2020) unless otherwise agreed. The distributor arranges and pays for transport, insurance and import.
- (5) Outside the European Union, the distributor is responsible for all regulatory requirements of its territory, in particular registration, labelling and the appointment of a local responsible person.
- (6) Territorial protection or exclusivity exists only if expressly agreed in text form.

§ 14 Final provisions

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance for deliveries is Münster. The exclusive place of jurisdiction is, to the extent legally permissible, Berlin if the buyer is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany. FINOR may also sue the buyer at the buyer's registered office.
- (3) Amendments and additions to the contract must be made in text form.
- (4) These terms are available in German and English. In the event of discrepancies, the German version prevails.
- (5) If a provision is invalid, the remaining provisions remain valid. The invalid provision is replaced by the statutory provisions.