

**L'ORÉAL (UK) LIMITED**  
**STANDARD CONDITIONS OF SALE — UNITED KINGDOM AND IRELAND**

**Definitions and Interpretation**

1. In these Conditions of Sale (the "**Conditions**"):

"**Customer**" means the person, firm or company buying Products from Seller.

"**Order**" means Customer's offer to purchase Products by sending instructions to Seller to supply them set out in a completed Purchase Order.

"**Minimum Order Value**" means the minimum order value per Product as communicated to the Customer by the Seller from time to time.

"**Non-Selective Products**" means Products sold by Seller that are not subject to a Selective Distribution Agreement.

"**Other Applicable Agreement**" means any further agreement entered into between the Seller and the Customer that relate to the Products including any wholesale or salon agreement.

"**Products**" mean the products to be purchased by Customer being either Non-Selective Products or Selective Products.

"**Purchase Order**" means Seller pro-forma order form.

"**Selective Distribution Agreement**" means a contract agreed and signed between Seller and Customer that accepts Customer into Seller's selective distribution system and allows Customer to purchase Selective Products, including any Selective Internet Addendum.

"**Selective Internet Addendum**" means an addendum to a Selective Distribution Agreement agreed and signed between Seller and Customer that provides specific approval for Customer to sell Selective Products on a specified website address on the internet.

"**Selective Products**" mean the products subject to a Selective Distribution Agreement.

"**Seller**" means L'Oréal (UK) Limited, a company registered in England, registered number 271555 and registered address Gateway Central, 187 Wood Lane, London W12 7SA.

"**Side Letter**" means a side letter to a Selective Distribution Agreement or a salon agreement agreed and signed between Seller and Customer.

2. Seller will sell and Customer will purchase Products in accordance with these Conditions and (where applicable) the Selective Distribution Agreement and Other Applicable Agreement, which will govern the contract between the parties to the exclusion of any other terms. These Conditions supersede and take precedence over any previous standard conditions of sale of Seller or any terms Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No addition to or modification of these Conditions, any Selective Distribution Agreement or any Other Applicable Agreement shall bind Seller unless accepted by its authorised signatory in writing. Where Customer is a Designated Retailer within the meaning of the Groceries (Supply Chain Practices) Market Investigation Order 2009 ("**Investigation Order**") then the Groceries Supply Code of Practice as set out in schedule 1 of the Investigation Order applies to Seller's dealings with Customer.

3. In the event of any conflict between these Conditions, any applicable Selective Distribution Agreement, any applicable Selective Internet Addendum, any Other Applicable Agreement and an Order, the Selective Internet Addendum shall have priority, followed by the Selective Distribution Agreement, the Other Applicable Agreement, these Conditions, then the Order. If the parties enter into a Side Letter, the Side Letter shall take priority over all other agreements entered into by the parties relating to its subject matter.

**Terms that apply to Selective Products Only**

4. Selective Products are sold through a network of non-exclusive distributors approved by Seller in accordance with criteria set out in the Selective Distribution Agreement. Selective Products are supplied subject to Customer signing up to and complying with the relevant Selective Distribution Agreement and criteria from time to time. Customer shall not be entitled to sell Selective Products via the internet without being approved by Seller in accordance with its internet criteria, and signing up to and complying with the relevant Selective Internet Addendum and internet criteria from time to time. If any Selective Distribution Agreement is terminated for any reason, then these Conditions shall automatically terminate in relation to those Selective Products as shall any unfulfilled Order.

5. Customer will obtain its supplies of Products only from Seller or from another distributor of the Products within the selective distribution network located in the European Economic Area, United Kingdom, Switzerland, Channel Islands or Isle of Man. Where Customer purchases Products from another distributor, Customer shall be responsible for ensuring that the Products comply with all applicable law in the jurisdiction in which the Products are imported, sold or otherwise distributed.

**Order Process**

6. All Orders are subject to availability. An Order shall be binding on Seller only once it has been confirmed by Seller as evidenced by Seller despatching Order from its warehouse. Products come in standard pack size and standard grouping boxes; Seller reserves the right to round up an Order to match standard grouping boxes. Customer's placing of an Order shall be deemed evidence of its acceptance of these Conditions. Seller reserves the right to reject or place on hold an Order in whole or in part for any reason including, but not limited to, where the total amount of unpaid invoices payable by Customer to Seller exceeds or will exceed Customer's credit limit with Seller and/or Seller's credit insurer has declined coverage in relation to Seller's invoices to Customer. In such a case, Seller reserves the right to request advance payment for Orders placed by Customers that are not covered by Seller's credit insurance and/or to determine a maximum amount of Products that the Customer can purchase.

7. No Order accepted by Seller may be cancelled by Customer except with the written agreement of Seller and on the terms that, unless Seller agrees otherwise, Customer will indemnify Seller in full against all losses, costs, damages, charges and expenses incurred by Seller as a result of the cancellation.

8. No Order will be accepted below the Minimum Order Value. In the event Seller does accept an Order below the Minimum Order Value, Seller reserves the right to charge for delivery of Orders that fall below the Minimum Order Value.

9. Any delivery dates quoted are estimates only. Seller shall endeavour to comply with any requested or agreed delivery date, but shall not be liable for failure to comply with quoted delivery dates whether due to late delivery or short delivery. Customer's representative shall acknowledge receipt of the Products by signing the carrier's proof of delivery note.

10. Seller reserves the right to alter or amend these Conditions at any time save in respect of Orders already accepted. Seller may at any time cease supply of any of the Products, or discontinue or remove any of the Products from its range of products for sale.

#### **No Returns**

11. Products are not sold on a "Sale or Return" basis. Products are not to be returned to any address unless written authority has been received from Seller and an official collection has been arranged by Seller (for which Seller will obtain insurance to cover risk of loss or damage to Products during transportation by the carrier on return journey back to Seller). Unauthorised returns will not be refunded.

12. A minimum handling charge of 20% may be applied to all Products authorised for return and Products shop-soiled or otherwise not in re-saleable condition on receipt by the Seller may be subject to an increased handling charge, exception being to (a) those returned at the Seller's request and (b) those which are faulty when supplied by the Seller.

#### **Price**

13. Prices are calculated on individual Orders. Prices will be those in effect at the date of Seller's acceptance of the Order. Customer remains free to set the price at which it will sell the Products.

14. Prices and these Conditions apply only to the Products purchased from the Seller.

15. Seller reserves the right to revise quoted or list prices and discounts on 30 days written notice.

#### **Value Added Tax (VAT)**

16. VAT is calculated, if applicable, at the relevant rate, on the total net goods value shown on the invoice, after all discounts have been deducted.

17. VAT is excluded from all list, discounted and bonus/promotional prices.

18. Products sold to the Channel Islands are outside of the fiscal (VAT) territory of the EU and therefore not subject to VAT.

#### **Payment**

19. Unless otherwise authorised in writing, payment for the Products is to be made by Direct Debit. Seller reserves the right to charge fees to Customer if Seller, in its discretion, allows payment by any other means.

20. Payment may not be netted off against promotional invoices or other amounts claimed from Seller. Promotional activity must be invoiced by Customer to Seller separately and will be paid in accordance with the promotional agreement between the parties and/or Seller will issue a credit note to Customer to the value of the agreed promotional activity and Customer will pay the net amount outstanding under any invoices.

21. Unless otherwise agreed in writing, Customer will pay for the goods free of all deductions 45 days from the date of invoice and timing of payment shall be of the essence. Invoices are raised at the time of despatch of the Products. The 45 day credit period is from the despatch date up to payment and includes carriage time. Payment means cleared funds.

22. Default in payment of an invoice when it becomes due shall immediately and automatically, without any formal notice of default, accelerate and make immediately due and payable all other monies which may then be owed by Customer to Seller.

23. For information about availability of early settlement, Customer should contact its usual Seller representative.

24. If Customer fails to make payment in accordance with the Conditions then, without prejudice to any other right or remedy to which Seller may be entitled, Seller may:

(a) Cancel or suspend any further deliveries to the Customer;

(b) Require Customer to make a payment in advance of any delivery not yet made; and/or

(c) Charge interest for late payment at the rate (both before and after judgment) of 8 percent per annum above the Bank of England base rate in force on the due date for payment calculated on the outstanding balance (including interest) due from the date for payment down to receipt by Seller of payment.

#### **Delivery, Title and Risk**

25. In the event of delivery errors, faulty or damaged Products or account queries, Customer should contact Seller's Customer Service Department on the phone number shown on the invoice. Such claims must quote order/invoice number and must be notified within 10 DAYS of receipt of the Product. Evidence of damaged Products or packaging must be retained by Customer for inspection. Claims outside this time limit cannot be accepted. Accordingly, failure to notify Seller in accordance with this time limit shall result in Customer's deemed acceptance of the Products delivered, no liability will be accepted by Seller in respect of late claims and Customer shall be bound to pay the price as if the Products were delivered in accordance with the Order.

**26.** Subject always to Clause 35, Seller's liability for any faulty or damaged Products shall be limited to, at the option of the Seller, (i) replacement of the relevant Products within a reasonable time or, (ii) reimbursement of the price paid by Customer to Seller for the affected Products.

**27.** Seller will arrange carriage of the Products from its premises to those of Customer or, with Seller's prior written approval, to the premises where the Customer operates its business or the premises of Customer's nominated warehouse provider. Customer shall make all arrangements necessary to take delivery of the Products whenever they are intended for delivery. Risk in all Products will pass to Customer on delivery by Seller to the carrier that Seller has arranged to transport the Products from Seller's premises. Seller will obtain insurance to cover Customer's risk of loss or damage to Products during their transportation by the carrier arranged by Seller. The level of insurance cover will be the price of the Products relating to the relevant Order.

**28.** Title in the Products shall remain with Seller (notwithstanding delivery) until:

- (a) Seller has been paid in full for all sums of money for all Products sold by Seller to Customer for which payment is due (or which become due) and all other sums of money due to Seller from Customer on any account, including where relevant, in respect of Customer's agreed contributions to the salary costs of the sales staff employed by Seller to sell the Products at Customer's stores in the UK and Ireland; or
- (b) until the Products are sold by Customer in the normal course of its business, whichever of (a) or (b) occurs first.

**29.** Nothing in Clause 28 shall confer on Customer any right to return the Products or to refuse or delay payment thereof. Until such time as title to the Products passes to Customer, Customer shall hold Products on behalf of Seller and carefully store them separately from other goods belonging to Customer or third parties in such a way as to ensure they are clearly identifiable as belonging to Seller. Until such time as title in the Products passes to Customer (and provided the Products are still in existence and have not been resold) Seller may at any time require Customer to deliver up the Products to Seller, and if Customer fails to do so forthwith, enter on any premises of Customer or any third party where the Products are stored and repossess the Products. Nothing in these Conditions shall prevent Customer from selling the Products in the ordinary course of its business. Customer's permission to sell the Products shall terminate immediately if a resolution is passed to wind up Customer or a Receiver or Administrator is appointed.

### **Advertising Materials**

**30.** All advertising, display and promotional material which is supplied without charge (including samples and gift with purchase, merchandising units, retail units, spa units, display units) either by a sales representative or Seller or delivered with an Order or separately will remain the property of Seller and will be returned if and when requested. If Customer fails to comply with Seller's reasonable request to return such materials, Seller has the right to enter the Customer's premises on prior notice to remove all such materials, together with any other signs or notices referring to Seller's Products. During the period in which such materials are displayed by Customer, Seller shall only be responsible for the costs of rectifying manufacturer defects in the materials and all other costs associated with the upkeep and maintenance of the materials shall be borne by Customer.

### **Intellectual Property Rights**

**31.** Customer will not do or authorise any third person to do any act which would or might damage or be inconsistent with the trade marks or service marks used by Seller on, or in relation to, the Products or to the goodwill associated therewith, and in particular, will not carry out or authorise the alteration, obliteration or covering up of such marks or the incorporation of other marks (in whole or in part) on any Products. Customer acknowledges and agrees that all intellectual property rights relating to the Products are the exclusively property of the Seller and its affiliate companies. Customer will procure that the Seller's intellectual property is only used as is to promote the Products and will not do (or authorise any third person to do) anything that may:

- (a) impair or damage the Products or the goodwill or reputation associated with Seller's intellectual property rights; or
- (b) adversely affect the value or validity of Seller's intellectual property rights; or
- (c) bring the Seller's intellectual property rights into disrepute; or
- (d) suggest an affiliation or relationship with Seller that does not exist.

### **Warranties and Limitation of Liability**

**32.** Seller warrants that that on delivery the Products shall:

- (a) conform in all material respects with their description; and
- (b) be of satisfactory quality.

**33.** Customer acknowledges and agrees that:

- (a) It shall inspect the Products to satisfy itself as to their condition and comply with the delivery queries procedure set out in these Conditions; and
- (b) Other than expressly provided herein, or in any Selective Distribution Agreement or Other Applicable Agreement, Seller has not given any warranty, condition or other term as to the quality or fitness for any purpose of the Products and all warranties, conditions or other terms, express or implied (by statute or otherwise), are excluded from the Order and these Conditions to the fullest extent permitted by law.

**34.** Seller will not be liable to Customer, whether arising from tort including negligence, breach of contract or otherwise, arising out of, or in in connection with the Order or these Conditions for any:

- (a) loss of profit (whether direct or indirect);
- (b) loss of goodwill, loss of business; or
- (c) any indirect or consequential loss or damage, costs, expenses (including of the type specified in Clauses 34 (a) - (c)).

**35.** Nothing in these Conditions excludes or limits Seller's liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence; or
- (c) any other matter for which it would be unlawful for Seller to exclude or limit its liability.

**36.** Subject to Clause 35, Seller's total liability to Customer in respect of an Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the price payable for the Products under that Order.

#### **Force Majeure**

**37.** If Seller is prevented from performing any of its obligations in respect of any Orders by any circumstances whatsoever outside its control (including, but not limited to, strikes, labour disputes, fire, accident, act of God, explosion, flood, war or civil disturbance, breakdown of plant or machinery, difficulty or increased expense in obtaining staff or materials, and industrial or political activities) further performance of the relevant Orders will either be suspended so long as Seller is so prevented or, at Seller's option cancelled; in which case Seller will not be liable for breach of contract or for any loss, damage or injury of any kind whatsoever, whether direct or indirect, caused by or arising out of or connected with the said suspension or cancellation.

#### **Breach of these Conditions**

**38.** If Customer (i) defaults or commits a breach of these Conditions or other aspects of an Order or of any of its obligations to Seller; (ii) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; (iii) makes an application for or enters into any arrangement with its creditors (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); (iv) is or may within 28 days become insolvent or pass a resolution for winding up or a court of competent jurisdiction does or may within 28 days make an order to that effect (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); (v) is or may within 28 days become subject to an administration order; (vi) is or may within 28 days become subject to a receiver, administrative receiver, examiner or other third party (including without limitation a creditor, garnishor, charger or bailiff) being appointed over or taking or attempting to take possession of any of its assets; (vii) enters any form of bankruptcy, either compulsory or voluntarily; (viii) undergoes any analogous occurrence to the aforementioned under foreign law; (ix) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (x) exposes Seller to what is, in Seller's sole discretion (not to be unreasonably exercised), material risk of reputational harm to Seller, Seller may cancel, suspend or terminate any contract or Order between the parties and/or decline to make further deliveries and/or have access to Customer's premises for the protection and/or removal and repossession of any Products in which property will not have passed from Seller to Customer.

#### **Restrictions**

**39.** Professional / technical products are available only for the exclusive use of professional hairdressers or other professionally qualified staff and must not be otherwise used or resold to the public.

**40.** In no circumstances can Products be exported except within the countries in the European Economic Area, United Kingdom, Switzerland, Channel Islands or Isle of Man without the prior written approval of Seller.

#### **Confidentiality**

**41.** Customer shall not disclose to any person at any time any information or matter which is not in the public domain and which relates to the affairs of Seller or about any other confidential matters which may come to Customer's knowledge in the course of its relationship with Seller. The restriction does not apply to: (a) any use or disclosure authorised by Seller or as required by law; or (b) any information which is already in, or comes into, the public domain otherwise than through Customer's unauthorised disclosure.

#### **Law and Regulations**

**42.** Customer shall, when entering into these Conditions and thereafter when engaging in any activity relating to these Conditions, comply with all applicable laws and regulations, in whatsoever jurisdiction may be relevant, including without limitation: the UK Bribery Act 2010, the UK Criminal Finances Act 2017, the UK Modern Slavery Act 2015, the UK Terrorism Act 2000, the UK Equality Act 2010, and any applicable competition law.

**43.** Seller is a registered producer as required by the Waste Electrical and Electronic Equipment (WEE) Regulations. If Customer wishes to return any item under the Business to Business take-back arrangements contact should be made with the relevant Division Customer Care department.

#### **Notices**

**44.** Any notice or other communication given to a party under or in connection with these Conditions shall be in writing, addressed to that party at the address given in the Order or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid next working day delivery service, commercial courier or email.

**45.** A notice or other communication shall be deemed to have been received: if delivered personally, at the time of delivery; if sent by pre-paid next working day delivery service, at 9.00 am on the next business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

#### **General**

**46.** These Conditions (together with, where applicable, the Selective Distribution Agreement and any Other Applicable Agreement) and the Order accepted by Seller constitute the entire agreement between the parties and supersede and extinguish all previous

agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**47.** No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the Order except as expressly stated in these Conditions and the Order.

**48.** Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Order (unless such untrue statement was made fraudulently). Without prejudice to the foregoing, the only remedy available to a party in respect of a breach of any representation which is incorporated into an Order shall be for breach of contract.

**49.** Upon termination of these Conditions, all rights and obligations of the parties hereunder will automatically terminate except for any rights of action which may have accrued prior to termination and any obligations which expressly or by implication are intended to commence or continue in effect on or after termination.

**50.** No one other than a party to an Order shall have any right to enforce any of its terms.

**51.** No waiver by Seller of any breach of these Conditions by Customer shall be considered as waiver of any subsequent breach of the same or any other provision.

**52.** Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under a contract for sale under the Conditions. Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under such contract without the prior written consent of Seller.

**53.** If a provision in these Conditions is held by a court or other competent authority to be invalid, unenforceable or unlawful in whole or part the validity of the rest of the provision and other Conditions shall not be affected.

**54.** These Conditions and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England.