

MASTER TERMS OF BUSINESS FOR B2B PERFUME MANUFACTURING, PACKAGING, WAREHOUSING AND LOGISTICS SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires:

"Affiliate" means, in relation to a party, any entity controlling, controlled by, or under common control with that party;

"Applicable Law" means all laws, regulations, regulatory guidance and binding industry standards applicable to the Products, Services, storage, transport, export, import, sale or use of the Products in the relevant territory;

"Artwork" means all artwork, packaging layouts, dielines, text, trade marks, logos, claims and related materials supplied, approved or requested by the Customer. Any approval by the Manufacturer is limited to technical and print feasibility and does not constitute approval of legal, regulatory or claims compliance, which remains the Customer's responsibility;

"Batch" means a manufacturing batch or lot of Products produced from the same production run;

"Business/Working Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Components" means bottles, pumps, caps, collars, labels, cartons, cellophane, inserts and all other packaging or presentation materials;

"Control" means the direct or indirect ownership of more than 50% of the voting rights or the power to direct management and policies, whether by control or otherwise;

"Customer Materials" means any formula, concentrate, oil, alcohol, component, artwork, packaging, specification, data, equipment or other materials supplied by or on behalf of the Customer;

"Delivery Terms" means the delivery basis stated in the quotation or Order Acknowledgement and, if none is stated, Ex Works (Incoterms 2020) Manufacturer's facility;

"Forecast" means the Customer's non-binding rolling estimate of anticipated demand;

"GMP" means good manufacturing practice applicable to the Services expressly undertaken by the Manufacturer;

"MOQ" means the minimum order quantity specified by the Manufacturer from time to time or in the relevant quotation or Order Acknowledgement;

"Order" means any order, purchase order, instruction or request for Products or Services submitted by the Customer;

"Order Acknowledgement" means the Manufacturer's written acceptance of an Order;

"Products" means the perfume, fragrance, home fragrance, body, cosmetic or related luxury products to be manufactured, filled, assembled, packed, stored or supplied by the Manufacturer;

"Recall" means any market withdrawal, recall, field correction, safety notice or similar action in relation to Products;

"Regulatory Materials" means product information files, formula data, allergen information, INCI lists, SDS, IFRA documentation, stability information, compatibility information, claims substantiation and other technical or regulatory documentation;

"Services" means those services expressly described in the relevant quotation, Order or Acknowledgment;

"Specifications" means the agreed product, packaging, quality, artwork, testing, performance and service specifications expressly set out in the quotation, Order Acknowledgement or an agreed schedule and agreed in writing; and

"Terms" means these website terms of business as amended by the Manufacturer from time to time for future business in force on the date of the relevant Order Acknowledgment. No terms endorsed upon, delivered with or contained in the Customer's purchase order (or similar) shall form part of the Contract and performance by the Manufacturer shall not constitute acceptance of any such terms.

1.2 References to writing include email. A reference to including or include means including without limitation. Headings are for convenience only and do not affect interpretation.

1.3 In the event of conflict, the following order of precedence applies: (a) a separate signed agreement between the parties; (b) the relevant Order Acknowledgement; (c) the quotation; (d) any agreed Specifications; and (e) these Terms. Any terms proposed by the Customer, including in any purchase order or portal, are rejected and do not apply.

2. BASIS OF CONTRACT AND WEBSITE APPLICATION

2.1 These Terms apply to all dealings between the parties in relation to the Services and govern all quotations, samples, development work, Orders, Order Acknowledgements, Products and Services supplied by the Manufacturer to the Customer. The Manufacturers performance (including provision of samples or development work) shall not constitute acceptance of any Customer terms.

2.2 No quotation constitutes an offer capable of acceptance. A binding contract is formed only when the Manufacturer issues an Order Acknowledgement. Any work undertaken prior to an Order Acknowledgment is chargeable and does not constitute acceptance of an Order.

2.3 The Manufacturer may amend these Terms at any time for future business by publishing updated terms on its website. The version in force at the date of the relevant Order Acknowledgement shall apply to that Order unless the parties agree otherwise in writing.

2.4 The Manufacturer may refuse any Order, impose credit limits, require pro forma payment, or require security as a condition of acceptance or continued performance of any Order.

2.5 The Manufacturer may suspend performance and/ or extend lead times and recover costs incurred where payment/approvals/Customer Materials are delivered late, without liability to the Customer.

3. QUOTATIONS, FORECASTS, MOQs AND CANCELLATION

- 3.1 Quotations may be withdrawn by the manufacturer at any time before acceptance, are indicative only, are valid for 30 days unless stated otherwise, and are based on the assumptions, volumes, lead times, component availability, input costs, duties, taxes, freight rates and exchange rates prevailing on the quotation date. At the expiry of 30 days any quotation that has not been accepted will expire and the Manufacturer, may, at its sole discretion requote, at any price, or decline to requote.
- 3.2 Forecasts are for planning purposes only and do not bind the Manufacturer. The first month of any rolling forecast only shall be treated as a firm commitment once accepted by the Manufacturer, and the Manufacturer may procure materials or reserve capacity against that committed period. Where the Manufacturer accepts the first month of a Forecast as a firm commitment, the Customer shall place an Order consistent with that commitment. If it fails to do so, the Customer shall pay the Manufacturers committed costs (including non – cancellable third- party costs and reserved capacity) and the Manufacturer may invoice such costs immediately.
- 3.3 The applicable MOQs, minimum run lengths, case quantities, minimum charge quantities and minimum call-off volumes for Products, Components, labels, cartons, freight and warehousing are those stated in the quotation or Order Acknowledgment. Orders below such minima may be rejected or subject to surcharge. No order of less than 1000 units shall be accepted by the Manufacturer.
- 3.4 The Customer shall, at its cost, provide the Manufacturer with such information and components/product as the Manufacturer shall require, by the dates reasonably notified by the Manufacturer including but limited to, an example of the finished product and sample sets of up to 6 of each product and juice in component form. Failure to do so extends lead times and entitles the Manufacturer to receive reasonable costs.
- 3.5 No accepted Order may be changed, deferred or cancelled without the Manufacturer's written consent. On any approved change, deferment or cancellation, the Customer shall, within 5 working days of receipt of an invoice, pay for all development work, labour, procurement commitments, custom tooling, non-cancellable Components, Customer-branded materials, work in progress, finished goods, storage, disposal and all other costs and liabilities incurred by the Manufacturer as a result, including the Manufacturers reasonable loss of profit on the cancelled/deferred volume. The Manufacturer's calculation of such costs shall be calculated by the manufacturer, acting reasonably, and, in the absence of manifest error shall be final. The Manufacturer may apply any Deposit or other sums held to such amounts or any shortfall immediately.

4. INVOICING AND PAYMENT

- 4.1 On acceptance of an Order, the Manufacturer shall invoice the Customer. The Customer shall pay 70% of the invoice to the Manufacturer within 7 days of the date of the invoice (“ the Deposit”).

- 4.2 In the event the Customer fails to make the payment in accordance with clause 4.1, time being of the essence, the Manufacturer shall be entitled, at its sole discretion and without liability to the Customer, to suspend performance, revise lead times, cancel the Order and invoice the Customer for any costs and commitment incurred.
- 4.3 The balance of 30% of the invoice shall be due immediately on notification from the Manufacturer to the Customer that the finished Order is available for collection and in any event prior to release. ("the Balance")
- 4.4 If the Manufacturer rejects an Order prior to commencement for reasons connected with the condition or suitability of the componentry or juice, then the Manufacturer may cancel the Order and refund the Deposit less all costs reasonably incurred or committed up to cancellation (including inspection, testing, handling, scheduling and any non-cancellable third-party costs). If such costs exceed the Deposit, the shortfall shall be payable on demand.
- 4.5 If quality control issues arise during production, which in the opinion of the Manufacturer acting reasonably, are attributable to the Customer Materials and/or Customer instructions and cannot be remedied without disproportionate cost or delay, then the Manufacturer shall be entitled to cease production and shall retain the Deposit in its entirety. Any shortfall shall be payable on demand.

5. COLLECTION/DELIVERY

- 5.1 The Customer shall collect finished Orders and all other items within 7 days of notification that the Order is ready to be collected but only after payment of the Balance.
- 5.2 If the Customer fails to collect within 7 days, storage charges accrue from day 8 and the Products shall be deemed accepted. The Manufacturer shall, at its sole election, be entitled to store the items wherever it chooses, at the Customer's risk and to charge the Customer a reasonable daily rate for the storage, or arrange delivery of the items to the Customer at the Customer's last known address, using a carrier selected by the Manufacturer or arrange disposal, all at the Customer's expense.
- 5.3 If the Manufacturer elects to store the items then the Manufacturer shall have a lien over all items in its possession for all sums due. If items remain uncollected and/or sums remain unpaid for 60 days from the date of the notification that the items are available for collection, the Manufacturer may, after giving not less than 14 days written notice, sell the items on such terms as the Manufacturer reasonably determines using reasonable endeavours to obtain the best price reasonably obtainable. The proceeds of sale shall be applied to the debt and costs (including but not limited to storage and sale) accounting to the Customer for any surplus. The Customer shall remain liable to the Manufacturer for any shortfall. Where sale is not reasonably practicable, the Manufacturer may dispose of the items and recover disposal costs.

6. DEVELOPMENT, SAMPLES, ARTWORK AND APPROVALS

- 6.1. All development services, briefs, evaluations, submissions, strike-offs, colour standards, laboratory samples, pilot runs, compatibility work and pre-production samples are chargeable.
- 6.2. The Customer shall promptly review and approve or reject all samples, test results, artwork, proofs and Specifications. The Manufacturer may rely conclusively on the latest written approval from the Customer. If the Customer does not approve or reject within 5 Business Days of receipt, approval is deemed. Customer delay extends lead times, and the Manufacturer may make reasonable charges for re-scheduling/idle time and storage.
- 6.3. Once a sample, standard, artwork or Specification has been approved, any later amendment requested by the Customer may result in the Manufacturer rejecting the Order or raising additional charges, revised lead times, wastage, scrap and rework costs at the Manufacturer's election.
- 6.4. Visual appearance, colour shade, print registration, carton fit, glass weight, fill level, crimp appearance, closure alignment, batch shade, alcohol evaporation, fragrance maturation and performance characteristics may vary within normal commercial and technical tolerances, especially where natural raw materials, decorated glass, anodised or metallised finishes, screen printing, hot foiling or hand-finished luxury Components are used.
- 6.5. The Manufacturer does not warrant that development, or regulatory support will secure launch readiness, registration, retailer approval or fitness for any market.

7. MANUFACTURE AND SUPPLY

- 7.1. The Manufacturer shall use reasonable endeavours to manufacture and supply the Products and perform the Services in accordance with the agreed Specifications and these Terms.
- 7.2. Any dates for manufacture, completion, filling, packing, dispatch or delivery are estimates only. Time is not of the essence. The Manufacturer is not liable for delay caused by late approvals, late payment, inaccurate information, shortage or unavailability of raw materials or Components, transport disruption, customs delay, regulatory changes, force majeure events or other causes beyond its reasonable control.
- 7.3. The Manufacturer may subcontract, outsource or use Affiliates, specialist fillers, assemblers, decorators, packers, laboratories, warehouses, carriers and logistics providers to perform any part of the Services, provided that the Manufacturer remains responsible for the performance of the Services it has agreed to supply, the selection and management of subcontractors and other outsourced entities but not for the acts and omissions on any subcontractor other than in relation to the Manufacturers own negligence.
- 7.4. The Manufacturer may make reasonable substitutions to Components, packaging formats, secondary materials, shipping methods or process steps where necessary because of availability, discontinuance, obsolescence, legal change or supply chain disruption, provided that any substitution does not

materially and adversely alter the agreed finished product without the Customer's approval where such approval is reasonably practicable. If the Customer does not respond within five (5) Business Days approval is deemed. Where substitution is required to maintain safety or legal compliance, the Manufacturer may implement it without prior approval and notify the Customer accordingly. Any substitution and any resulting change in lead time or cost shall be notified to the Customer and the Manufacturer may adjust the Price and delivery estimates accordingly.

8. CUSTOMER RESPONSIBILITIES AND CUSTOMER MATERIALS

- 8.1. The Customer shall provide in a timely manner all information, decisions, approvals, forecasts, Regulatory Materials, market requirements, target territories, claims substantiation and Customer Materials reasonably required for the Manufacturer to perform the Services.
- 8.2. The Customer shall provide SD/IFRA and all handling, storage and transport information and warrants Customer Materials are fit for processing and lawful to store. The Manufacturer may test / quarantine / return/dispose at the Customer's cost.
- 8.3. The Customer warrants that all Customer Materials, Artwork, formula information, instructions and claims supplied or approved by it are complete, accurate, lawful, non-infringing and suitable for the intended markets and channels.
- 8.4. Unless otherwise expressly agreed in writing, the Manufacturer is not responsible for verifying the legal accuracy of Customer-supplied text, translations, product claims, barcodes, INCI listings, allergen statements, warning statements, sustainability claims, origin claims, importer details, retailer requirements or export/import requirements.
- 8.5. The Manufacturer may inspect Customer Materials on receipt but has no obligation to conduct incoming quality or legal review. If any Customer Materials appear defective, unsuitable, contaminated, non-compliant or inconsistent with the agreed Specifications, the Manufacturer may, at its sole election, reject them, suspend work, return them at the Customer's cost, or agree remediation at the Customer's cost.
- 8.6. The Manufacturer is not liable for loss, shortage, contamination, degradation, incompatibility or performance issues arising from Customer Materials except to the extent caused directly by the

Manufacturer's failure to exercise reasonable care whilst such materials are in its possession and only up to the replacement value of the affected Customer Materials proven by the Customer.

9. COMPLIANCE, REGULATORY MATTERS AND CLAIMS

- 9.1. The Customer is at all times solely responsible for the legality, marketability, registration, notification, importer obligations, labelling, marketing claims and compliance of the Products in each target territory.
- 9.2. Where the Manufacturer develops a formula or provides regulatory assistance, such work is based on information available at the time and for the agreed territory only. The Customer remains responsible for final sign-off and for ensuring that the Products, labels, claims and launch materials are lawful in every territory where they are marketed or sold.
- 9.3. The Manufacturer is responsible only for carrying out the manufacturing and related Services with reasonable skill and care and, where expressly agreed, in accordance with the Manufacturer's applicable GMP procedures. The Manufacturer is not the Responsible Person (or equivalent) for the Products in any territory. The Customer shall be (or shall appoint) the Responsible Person/importer of record and shall be responsible for all notifications/registrations and placing the Products on the market. Any regulatory support provided by the Manufacturer is not legal support and the Customer remains the Responsible Person.
- 9.4. The Customer shall not market or represent the Products in a manner inconsistent with the approved Specifications, supporting documentation or Applicable Law and shall be solely responsible for retailer fines, marketplace delistings, customs holds, regulatory notices or market withdrawal caused by Customer Materials, Customer instructions, Customer claims or territory-specific legal requirements not expressly accepted by the Manufacturer in writing.

10. PACKAGING, TOOLING AND COMPONENTS

- 10.1. All tooling, moulds, print plates, screens, dies, jigs and production aids created or procured by the Manufacturer remain the Manufacturer's property. Any tooling charge is for design/procurement and set up and does not transfer title. The Customer has no right to possession of the tooling and no right to use it other than through the Manufacturer.
- 10.2. The Manufacturer may hold safety stock, overages, underages and reasonable wastage of Components and materials. Delivered quantities may vary by up to the lesser of 10% or the standard tolerance notified by the Manufacturer for the relevant Product or process, and the invoiced quantity

shall reflect actual output. The Customer shall accept and pay for quantities produced within the stated tolerance. Any safety stock held for the Customer will be chargeable in accordance with the Quotation.

- 10.3. The Manufacturer may scrap defective or excess Components, retain reasonable control samples and archive approved artworks, colour references and retained samples for quality and traceability purposes, all at Customer's cost.
- 10.4. Any Customer-owned tooling, Components, cartons, labels or other stock left with the Manufacturer for more than 14 days will be subject to storage charges and, after 7 days further notice, the Manufacturer may return (carriage forward), sell on reasonably commercial terms (applying proceeds to sums due and costs) or dispose where sale is not reasonably practicable.

11. WAREHOUSING, FULFILMENT AND LOGISTICS

- 11.1. Where the Manufacturer provides storage, stock holding, pick-and-pack, fulfilment, export preparation, freight booking or other logistics services, those services are provided only as described in the quotation or Order Acknowledgement. All goods stored are held at the Customer's risk. The Customer shall maintain insurance for full replacement value while goods are in storage and in transit. The Manufacturer may refuse, quarantine or require removal of any goods that are hazardous, leaking, non-compliant or inadequately packaged/labelled at the Customer's cost.
- 11.2. Storage charges accrue from the expiry of any agreed free storage period. The Manufacturer may charge additional fees for palletisation, de-palletisation, rework, relabelling, cycle counts, stock reconciliation, urgent despatches, export documentation, customs support, chilled or temperature-controlled storage, hazardous goods handling and insurance. Storage and logistics charges shall be in accordance with the Manufacturers then current tariffs.
- 11.3. The Manufacturer does not provide temperature-controlled, humidity-controlled, bonded or dangerous goods compliant storage beyond ambient warehouse conditions suitable for finished fragrance and related packaged goods.
- 11.4. The Manufacturer may use third party warehouses, fulfilment houses, carriers, couriers, freight forwarders and customs agents. Where the Manufacturer arranges carriage or freight support, it may do so as principal supplier or as the Customer's agent, as stated in the relevant quotation or Order Acknowledgement; if no statement is made, such arrangements are made as agent for the Customer and at the Customer's risk and cost once the goods are handed to the relevant carrier. Where the Manufacturer arranges carriage as agent, the Manufacturer has no liability for the acts omissions of carriers or other third parties and the Customer's remedy lies against the relevant third party.
- 11.5. Inventory records maintained by the Manufacturer are prima facie evidence of stock holdings, movements and balances unless manifestly wrong. Any stock discrepancy claim must be notified

promptly and in any event within 10 Business Days after the relevant statement or report is made available.

12. DELIVERY, TITLE AND RISK

- 12.1. Delivery shall take place in accordance with the Delivery Terms. If no Delivery Terms are stated in writing, delivery shall be Ex Works (Incoterms 2020) the Manufacturer's facility.
- 12.2. The Manufacturer may deliver in instalments or make partial shipments. Each instalment constitutes a separate contract and any delay or defect in one instalment does not entitle the Customer to reject the remainder.
- 12.3. Risk in Products passes in accordance with the Delivery Terms or, if the Delivery Terms are not stated, on collection by the Customer or handover to the first carrier. Title shall not pass until the Manufacturer has received in cleared funds all sums due from the Customer under every contract between them.
- 12.4. Until title passes, the Customer shall store the Products separately, clearly identified as the Manufacturer's property, insured for their full replacement value, and shall not alter, relabel, pledge or encumber them. The Manufacturer may enter any premises (so far as permitted by law) where the Products are stored to recover them if payment is overdue.
- 12.5. If payment is overdue the Manufacturer may withhold release/despatch and may resell the Products on commercially reasonable terms and apply proceeds to sums due and costs of storage and sale, accounting to the Customer for any surplus. Any shortfall shall be recoverable from the Customer as a debt.

13. ACCEPTANCE, SHORTAGES, DEFECTS AND CLAIMS

- 13.1. The Customer shall inspect Products immediately on delivery and before any onward processing, export, relabelling, repacking or resale.
- 13.2. Claims for visible damage, transit loss, short delivery or obvious non-conformity must be made in writing within 5 Business Days after delivery. Claims for latent defects that could not reasonably be discovered on inspection must be made within 30 days after delivery, provided the Products have not been used, blended, repacked, relabelled, processed or placed on the market. Claims not notified within these periods are time-barred and deemed waived. For transit claims the Customer must note damage/shortage on the carrier's proof of delivery, retain packaging and comply with carrier claims procedures.
- 13.3. No claim shall be valid unless the Customer preserves the affected Products and packaging for inspection, provides batch details and evidence, and gives the Manufacturer a reasonable opportunity

to inspect and investigate. The Manufacturer's retained control sample, batch records and quality records shall be prima facie evidence of conformity unless manifestly wrong.

- 13.4. Where a valid claim is established and notified in time, the Manufacturer's sole obligation shall be and is limited to, at its option, to repair, replace, re-perform the affected Services or refund the price paid for the affected Products or Services only (excluding freight handling etc). This clause states the Customer's exclusive remedy for non-conforming Products or Services. Any remedy is conditional upon the Customer making the affected Products available for inspection and, where requested, returning them in the condition delivered.

14. PRICES, TAXES AND PAYMENT

- 14.1. Prices are exclusive of VAT, duties, import charges, customs fees, insurance, testing, third party freight, retailer compliance charges and all taxes unless expressly stated otherwise. The Customer shall pay all such amounts in addition where applicable. The Manufacturer may appropriate payments to any outstanding sums at its discretion.
- 14.2. The Manufacturer may increase prices for future Orders, or for accepted Orders not yet completed, where there is an increase in raw material costs, alcohol costs, Components, energy, labour, freight, duties, exchange rates, insurance, legal or regulatory requirements, MOQ increases from upstream suppliers, or where Customer delays or changes increase the Manufacturer's costs. The Manufacturer shall notify the Customer of any increase and provide reasonable supporting information. The Manufacturer may adjust delivery dates accordingly. If the Customer does not accept the revised price within five (5) Business Days the Manufacturer may suspend performance and/or cancel the affected Order in which case the Customer shall pay the manufacturers committed and cancellation costs as set out in these Terms.
- 14.3. The Deposit and the Balance and any other sum payable shall be paid as specified in clause 4 above, in full, in cleared funds, without set-off, counterclaim, deduction or withholding for any reason including dispute or alleged defect. The Manufacturer may invoice on or at any time after dispatch, or earlier for development work, samples, tooling, procured Components, storage, or where pro forma payment is required.
- 14.4. Interest shall accrue on overdue sums at 8% per annum above the Bank of England base rate, compounded monthly, from the due date until payment. The Manufacturer may also suspend performance, withhold dispatches, hold stock, cancel credit terms and recover all reasonable debt collection costs.
- 14.5. The Customer shall reimburse the Manufacturer on demand for any retailer chargeback, penalty, return, destruction cost or third party cost imposed on the Manufacturer to the extent caused by the

Customer's acts, omissions, instructions, market conduct, Customer Materials or non-payment and the manufacturer may set off against any sums or Product due or held.

15. INTELLECTUAL PROPERTY

- 15.1. All right, title and interest in the Manufacturer's background intellectual property, know-how, methods, manufacturing processes, standard operating procedures, trade secrets, templates, specifications, systems, quality documentation and any improvements thereto shall remain vested in the Manufacturer.
- 15.2. All right, title and interest in the Customer's trade marks, brand assets, Artwork and other Customer-owned materials shall remain vested in the Customer. The Customer grants the Manufacturer a non-exclusive, non-transferable, royalty-free licence to use them strictly to the extent necessary to supply the Products and Services. Use by the Manufacturer includes use by the Manufacturer's subcontractors and Affiliates and regulators/insurers as reasonably required to perform the Services.
- 15.3. Unless otherwise expressly agreed in writing, ownership of any bespoke formula, fragrance modification, packaging adaptation, technical file, development output or other foreground intellectual property created by the Manufacturer shall remain with the Manufacturer until all related invoices are paid in full and, even then, the Manufacturer retains ownership of all underlying know-how, methods, processes and generic learnings. Following payment in full, the Customer is granted a non-exclusive licence to use the foreground IP solely for Products manufactured by the Manufacturer.
- 15.4. The Customer shall indemnify the Manufacturer against all losses, liabilities, damages, costs and expenses, including legal fees on an indemnity basis, settlement sums and regulatory/recall costs arising from any allegation that Customer Materials, Artwork, instructions or claims infringe third party rights or breach Applicable Law. The Manufacturer may, at its election, and at the cost of the Customer, conduct any defence and the Customer shall provide such assistance as is reasonably required. The Customer shall not admit liability or settle a claim without the Manufacturer's prior written consent.

16. CONFIDENTIALITY, DATA AND PUBLICITY

- 16.1. Save for trade secrets, each party shall, for the duration of the Agreement and five (5) years following termination, keep confidential all non-public commercial, technical and financial information received from the other party in connection with the Products or Services and shall not disclose it except to its employees, professional advisers, subcontractors or Affiliates who need to know it and are bound by obligations of confidence. Trade secrets shall remain confidential as long as the information remains a trade secret.
- 16.2. This clause does not apply to information that is public other than through breach, was already lawfully known, is independently developed, or must be disclosed by law, court order or regulator, or to insurers, auditors and professional advisers provided that the disclosing party gives prompt notice where lawful to do so.

- 16.3. Unless otherwise agreed in writing, the Manufacturer may identify the Customer privately as a trade customer for internal business, insurance and financing purposes, but shall not make public marketing use of the Customer's name or marks without consent.

17. QUALITY INCIDENTS, MARKET WITHDRAWAL AND RECALL

- 17.1. Each party shall notify the other promptly if it becomes aware of any actual or suspected safety issue, quality issue, market complaint, adverse event, regulatory concern or circumstance that may lead to a Recall or market withdrawal.
- 17.2. No Recall, market withdrawal, public statement or notification to any authority, retailer or customer shall be made by the Customer in relation to Products supplied by the Manufacturer without prior written consent from the Manufacturer, except where immediate action is required by Applicable Law. Unless and until root cause is agreed or determined by an independent expert, the Customer shall bear the cost of any action it initiates. Where root cause is shared, allocation shall be determined by independent expert.
- 17.3. The parties shall cooperate in good faith in investigating any quality incident. The Manufacturer may quarantine stock, suspend further dispatches and require the Customer to stop sale pending investigation where it reasonably believes a material issue may exist. The Customer shall promptly implement any stop-sale/ hold request and use reasonable endeavours to procure the same across its distributors/retailers. The Manufacturer may inspect and sample affected stock and audit traceability records on reasonable notice.
- 17.4. The costs of any Recall, withdrawal, corrective action, destruction, relabelling, rework, freight, customer communication and third party claims shall be borne by the party whose breach, act, omission, Customer Materials or non-compliance caused the relevant issue, and where root cause is shared such costs shall be allocated in proportion to causal responsibility as determined by the independent expert..

18. LIMITATION OF LIABILITY AND INDEMNITIES

- 18.1. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited.
- 18.2. Subject to clause 18.1, the Manufacturer's total aggregate liability arising out of or in connection with any Order, whether in contract, tort, misrepresentation, restitution, breach of statutory duty or otherwise, shall not exceed the lesser of: (a) the sums actually paid by the Customer for the affected Order; and (b) the direct cost of replacing or remaking the affected Products or re-performing the affected Services. The total aggregate liability shall be calculated by reference to all claims arising out of or in connection with the same Order and/or the same act, omission or event.
- 18.3. No claim shall be brought by the Customer more than 12 months after delivery of the affected Products except where liability cannot be lawfully limited.

- 18.4. Subject to clause 18.1, the Manufacturer shall not be liable for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of business, loss of contract, loss of reputation, loss of data/cyber product recall costs (save as provided for in these Terms) except to the extent finally attributed to the Manufacturer under this at paragraph 18 above, or any indirect, special or consequential loss.
- 18.5. The Manufacturer is not liable for defects, delays, shortages, regulatory issues or other loss arising from: (a) Customer Materials; (b) Customer forecasts or instructions; (c) Artwork, translations, claims or labels approved or supplied by the Customer; (d) storage conditions or handling after risk has passed; (e) combination of the Products with any other goods; or (f) use of the Products outside the agreed Specifications or shelf life except to the extent caused by the Manufacturer's proven breach of contract as determined by a court of competent jurisdiction or agreed in writing.
- 18.6. The Customer shall indemnify and keep indemnified the Manufacturer against all losses, liabilities, damages, costs and expenses, including all reasonable legal and professional costs on an indemnity basis, settlement sums, recall/withdrawal costs and third party claims arising from Customer Materials, Artwork, claims, instructions, territory compliance, import/export issues, retailer requirements, intellectual property infringement claims, or the Customer's storage, marketing, sale or use of the Products, except to the extent caused directly by the Manufacturer's proven breach of contract. The Manufacturer shall, at its sole election, conduct the defence at the Customer's cost and the Customer shall provide all reasonable assistance as requested by the Manufacturer.

19. TERM, SUSPENSION AND TERMINATION

- 19.1. These Terms apply from the first quotation, sample or Order between the parties and continue unless and until terminated under this clause, but termination does not affect any existing Order, including accepted Orders and any committed forecast period and material commitments accrued rights or amounts due.
- 19.2. Either party may terminate the overall trading relationship on not less than 30 days' written notice, but such termination shall not cancel accepted Orders, committed procurement, work in progress, warehoused stock, tooling charges, storage obligations or any other liabilities already incurred.
- 19.3. The Manufacturer may suspend performance or terminate immediately by written notice if the Customer fails to pay any amount when due, breaches these Terms, fails to provide required approvals or information, undergoes a material adverse credit event, or becomes insolvent or subject to any step or event indicating insolvency.
- 19.4. On termination for any reason, all outstanding invoices, committed costs, storage charges, disposal charges and all sums relating to accepted Orders and work already undertaken shall become immediately due and payable. The Manufacturer may retain and exercise a lien over any Customer Materials, stock or tooling in its possession until all sums due have been paid in full. If sums remain unpaid and/or items remain uncollected for 30 days, the Manufacturer may, after giving not less than 14

days written notice, sell the items as scrap or on otherwise commercially reasonable terms and apply the proceeds to sums due and costs, accounting for any surplus. Any shortfall shall be invoiced and shall be immediately payable. Where sale is not reasonably practicable, the Manufacturer may dispose of and recover disposal costs. Where sale of branded goods would infringe the Customer's IP, the Manufacturer may remove/deface branding where practicable or dispose of the items.

- 19.5. The Manufacturer may suspend immediately pending due diligence or terminate immediately if continuing performance would expose it to legal or compliance risk, including sanctions, bribery, money laundering or modern slavery. The Customer shall remain liable for all costs incurred and committed up to the date of suspension/termination.

20. FORCE MAJEURE

- 20.1. The Manufacturer shall not be liable for any delay, shortage, failure or increased cost caused by events beyond its reasonable control, including shortage of alcohol, fragrance oils, natural raw materials, Components, utilities, labour, transport, cyber incident, fire, flood, epidemic, industrial dispute, war, sanctions, government action or customs delay.
- 20.2. Where a force majeure event continues for more than 60 days, the Manufacturer may cancel or suspend affected Orders without liability other than refunding any sums paid for Products or Services not supplied and not already committed to non-cancellable third party costs. Any refund shall be limited to sums paid for Products/Services not supplied less costs incurred or committed.

21. GENERAL

- 21.1. The Manufacturer may assign, transfer, subcontract, charge or deal in any other manner with any of its rights or obligations under these Terms. The Customer may not assign or transfer any of its rights or obligations without the Manufacturer's prior written consent.
- 21.2. No failure or delay by the Manufacturer to exercise any right or remedy shall constitute a waiver. A waiver or partial waiver of a right is effective only if in writing and shall not constitute a waiver of any other part of a breach or later breach.
- 21.3. If any provision of these Terms is found invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and if that is not possible it shall be severed without affecting the remainder.
- 21.4. These Terms, together with the documents listed in clause 1.3, constitute the entire agreement in relation to the relevant Order and supersede all prior discussions, correspondence and understandings. The Customer acknowledges that it has not relied on any statement not set out in the contract documents.
- 21.5. Nothing in these Terms creates a partnership, agency, fiduciary duty or exclusivity arrangement between the parties except where an agency relationship for freight booking is expressly stated in writing.

- 21.6. Except for the Manufacturer's Affiliates, subcontractors, employees, agents and officers a person who is not a party to the contract formed under these Terms shall have no rights to enforce it under the Contracts (Rights of Third Parties) Act 1999.
- 21.7. Notices under these Terms shall be in writing and sent by hand, pre-paid next business day delivery service or email to the address or email last notified by the recipient for contractual notices. Email notice shall be deemed received at 9.00 am on the next Business Day after transmission if no delivery failure message is received.
- 21.8. No variation is effective unless in writing and signed by authorised signatories of both parties.

22. GOVERNING LAW AND JURISDICTION

- 22.1. These Terms and any dispute or claim arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 22.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or any contract formed under them.
- 22.3. Nothing prevents the Manufacturer seeking injunctive or other equitable relief in any jurisdiction to protect its confidential information, IP or property.