

These General Terms and Conditions of Sale ("GTC") apply to any sale and delivery of products and services (together the "Products") by Beauty Services Europe or any of its affiliates registered in France (hereinafter "IBG") to its customers (hereinafter individually "the Customer") as an integral part of each transaction between IBG and its Customer ("the Contract").

These GTC constitute the sole agreement between IBG and its Customer ("the Parties"). The Customer represents that it has full knowledge and understanding of these GTC and acknowledges having accepted them without restriction or reservation, after having been able to negotiate them with IBG. The Customer acknowledges that it was provided with all necessary advice and information to ensure the adequacy of the Products and these GTC to its needs and confirms that it has issued a purchase order with full knowledge and understanding of these GTC.

Notwithstanding any other provisions in any Order or agreements between the Customer and IBG, any Order placed by the Customer or any acceptance by the Customer of an offer of sale from IBG constitutes the Customer's express acceptance of these GTC and waiver of any right the Customer may have to enforce its own general conditions or any other terms or conditions inconsistent with these GTC.

Failure by IBG to enforce any provision of these GTC shall not be construed as a waiver of IBG's right to act or to enforce any such provision and IBG's rights shall not be affected by any delay, failure or omission to enforce any such provisions.

1. Finalization of the contract

Orders are binding upon IBG only once they are accepted by IBG in writing (the "Order"). All sales of Products are final and, unless otherwise set forth herein, the Products may not be exchanged or returned for a refund. Under no circumstances does the commencement of performance by IBG of the Customer's Order constitute tacit acceptance of the terms of such Order. Unless otherwise provided hereinafter, the Customer cannot cancel an accepted Order. Any information, specifications and pricing in IBG's catalogues and/or documentation, including any quotation, are provided for information purposes only. IBG shall only be bound by information, specifications and pricing set out in the Customer's Order as accepted in writing by IBG.

Unless otherwise provided in IBG's written acceptance of the Order, the studies, testing and marketing materials, and recommendations provided to the Customer shall be used solely by reference to the Order. It is the sole responsibility of the Customer to verify itself by carrying out the appropriate tests if necessary, in order to ensure, prior to design and manufacture of the Product or performance of the service, that the Product is compatible with its intended use.

Unless otherwise agreed between the Parties, the Customer shall be solely responsible for obtaining, in a timely manner, any permits, authorizations or other legal requirements required for, inter alia, import or exchange control of the Products into the country of delivery or payment of the Products sold, and the Customer shall inform IBG in writing upon receipt or performance of such permits, authorizations or other legal requirements no later than upon issuing the Order.

2. Tooling – Components

Orders are binding upon IBG only once they are accepted by IBG in writing (the "Order"). All sales of Products are final and, unless otherwise set forth herein, the Products may not be exchanged or returned for a refund. Under no circumstances does the commencement of performance by IBG of the Customer's Order constitute tacit acceptance of the terms of such Order. Unless otherwise provided hereinafter, the Customer cannot cancel an accepted Order. Any information, specifications and pricing in IBG's catalogues and/or documentation, including any quotation, are provided for information purposes only. IBG shall only be bound by information, specifications and pricing set out in the Customer's Order as accepted in writing by IBG.

Unless otherwise provided in IBG's written acceptance of the Order, the tools, including, but not limited to, equipment, machines, molds and prototypes, (collectively "Tooling") shall remain the property of IBG as an integral part of its means of production and its intellectual property, even in the event of Customer's financial contribution and/or Customer's participation to the definition of Product specifications. Any contribution by the Customer to cover all or part of the cost of manufacturing such Tooling shall in no event (i) result in the transfer of ownership of such Tooling to the Customer, (ii) authorize the Customer or request transfer of such Tooling without IBG's prior written consent, or (iii) restrict the production by IBG of products using such Tooling for other customers. The Tooling shall be marked only with the name of IBG.

Notwithstanding the foregoing, it may be agreed in writing by the Parties that, when Tooling is supplied by or is exclusively manufactured for a Customer and the cost of the Tooling is borne by the Customer as follows: (i) in IBG's written confirmation of the Order (ii) placed at the Customer's disposal by the Customer, but not limited to, development, repairs, modifications and restorations, duties and taxes) shall be borne by the Customer and shall be re-invoiced to the Customer if necessary. Such Customer Tooling shall be kept in IBG's premises and IBG will maintain such Customer Tooling in normal working condition with respect to its service life and specific characteristics as provided for and agreed in writing by the Parties at the time of its delivery by or to the Customer.

Such Customer Tooling must be properly insured by the Customer against theft, damage or destruction. The Customer waives all right and recourse against IBG and its insurers on such basis and shall require its insurers to waive rights of recourse against IBG, except if the Parties agree in writing that, for any specific Order, such Customer Tooling is to be insured by IBG.

Customer Tooling shall be returned at the expiration of the Order related to the applicable Products, upon the Customer's written request, with all associated costs paid by the Customer, delivery of such Customer Tooling shall only be made after payment by the Customer of all amounts due to IBG. Should the Customer fail to request return of Customer Tooling or should such Customer Tooling not be used during a continued three (3) year period since the last use of the Customer Tooling for the Order or if the Customer Tooling has been subject to a minimum of one million (1 000 000) shots since its first use for the Customer, whichever the earlier, IBG shall be at liberty to destroy such Customer Tooling at Customer's costs, subject to prior notification to the Customer. Upon receipt of such notification, Customer shall have a five (5) calendar day period to request return of Customer Tooling at its own costs and risks.

2.2. Components and raw materials. Components, substances, formulae, ingredients, fragrance, and raw materials (collectively "Components") required for the manufacture of Products shall be supplied as follows: (i) in IBG's written confirmation of the Order (ii) placed at the Customer's disposal by the Customer, in which case they shall be under IBG's custody until Product delivery and IBG shall be in charge of the corresponding waste disposal, or (iii) procured by IBG from independent third party suppliers selected by IBG or as instructed by Customer, in which occurrence they shall be included in the definition of Products for the purposes hereof.

3. Delivery

Delivery dates and deadlines indicated by IBG in its written acceptance of the applicable Order shall be indicative. Delays with respect to any such delivery dates or deadlines shall not deprive the Customer with any rights of cancellation or termination of the Order, nor compensation, damages or penalties. Delivery dates and deadlines shall be subject to change in the event that it is due to force majeure under the provisions of Article 7, as well as in the event of delay that is attributable to the Customer, including, but not limited to late payment by the Customer as provided in Article 4.2.

With regard to Products not produced by IBG itself, the obligation to deliver shall furthermore be subject to IBG's receipt of Products from its suppliers or subcontractors. Unless otherwise provided in the written acceptance of the Order, IBG reserves the right to require the Customer to accept delivery of all Products under one Order in a single delivery.

Unless otherwise provided in IBG's written acceptance of the Order, the Products shall be delivered in accordance with the regulations applicable in their country of manufacture on the date of IBG's written acceptance of the Order in packaging that is customary in the industry sector of IBG. IBG shall not be liable for any damage due to packaging specifically requested or accepted by the Customer or if special conditions of carriage/transportation have not been previously requested by the Customer and agreed to by IBG in writing.

The Customer shall not alter or modify, in whole or in part, the packaging, its markings and figures included thereon, or the formulae, components or contents of the IBG Products as they exist at the time of delivery and shall not use any Products that may have undergone such alteration or modification.

Unless otherwise agreed upon by the Parties in writing and notwithstanding the retention of title pursuant to Article 5, the costs and risks relating to the Products (including the risk of loss or destruction) shall be transferred to the Customer in accordance with the Incoterm indicated in the Order, or, in the absence of an Incoterm in the Order, "Ex Works" ICC (Incoterm 2020).

In the event of application of the Ex Works Incoterm and if the Customer fails to take delivery of the Products on the agreed delivery date, IBG shall invoice the Products to the Customer. The Customer shall, without protest pay such invoices in accordance with the timeline mentioned on there.

The Customer shall notify IBG without delay by registered letter with acknowledgment of receipt, of any material or legal action (including but not limited to any seizure made by a third party) that may affect the retention of title as described in Article 5.

If the Products are subject to export restrictions (legal, regulatory or contractual), the Customer hereby undertakes not to sell, lend or deliver to any party whatsoever, under any circumstances whatsoever, with or without remuneration, on a permanent or temporary basis, the Products (including supplies and replacement parts and accessories) and their documentation, specifications and information of any kind associated with the Products, without the prior written consent of IBG and/or the competent authorities concerned.

4. Prices – Terms of payment

Prices – Price revision. Product prices are established pursuant to the written quotations of IBG, which are valid for sixty (60) calendar days following their issuance. The Orders shall be based on the quotations applicable on the date of the Order.

If one or more of the factors that were taken into account to establish the price set in IBG's written acceptance of the Order undergo(es) a change before the date of delivery of the Product, and even if such change was foreseeable at the time of the quotation or IBG's written acceptance of the Order, these applicable IBG shall notify so to the Customer in writing of such changes on the price of the Order. Should the Customer upon expiry of an eight (8) calendar days' notice addressed to the Customer fail to expressly accept such change, IBG shall be at liberty to rescind the Order without compensation, damages or penalty. This, as factors include, but are not limited to, the cost of raw materials and components, energy, packaging, taxes, customers duties and transport costs. For the avoidance of doubt, it is expressly stipulated that such price increase shall not be taken into account to calculate the revenues threshold giving rise to rebates that may have been negotiated and agreed upon between the Parties with respect to any Order concerned.

In addition, when relevant in light of the duration of the Order at stake and notwithstanding the foregoing, the prices of Products shall be revised by IBG once per year, on the anniversary date of IBG's written acceptance of the Order, based upon the evolution of factors including, but not limited to: the cost of raw materials and components, energy, wages and salaries, insurance, packaging, taxes, customs duties and transport costs and the impact on IBG of any change of laws or regulations impacting wages or salaries or social security contributions and/or the composition of Products.

More generally, the price of certain Products shall be established based on minimum quantities previously agreed upon by the Parties. Where appropriate and regardless of the quantities actually ordered, the actual price will be based on the price agreed for such minimum quantities. The minimum quantities will be established on the basis of continuous sales.

Unless otherwise provided in IBG's written acceptance of the Order, all prices of the Products shall be deemed to be "ex works" (ICC Incoterm 2020), excluding duties and taxes. If a discount or any other type of rebate is agreed, it will only be due if the Customer has strictly and completely complied with all its contractual and legal obligations towards IBG.

4.2. Payment. Unless otherwise provided in IBG's written acceptance of the Order, payments shall be made by the Customer within thirty (30) calendar days from the date of invoice, in immediately available funds, by wire or bank transfer, in accordance with the instructions provided by IBG.

Payment shall be net of any discounts or rebates. Payment cannot be refused, delayed or interrupted for any reason. The advance payment of an invoice does not give rise to any discount for the benefit of the Customer.

IBG, at its discretion, is entitled to request from Customer that delivery of the Product be subject to (i) payment having been made prior to delivery or (ii) the prior remittance by the Customer of a documentary credit or other irrevocable and confirmed guarantee by a bank approved by IBG, regardless of the method and place of delivery.

Any delay in payment on the applicable due date in accordance with the terms set out above, of any amounts due to IBG under any Order shall automatically result in, without any requirement for notice and without prejudice to IBG's other rights and remedies: (i) the entire amount, including taxes and charges, to become immediately due and payable (ii) the entire amount bearing interest for each calendar day of late payment calculated on the basis of a rate equal to three times the statutory rate of interest; such late interest beginning to accrue from the day after the date on which the principal amounts are due without prior notice, as well as the invoicing by IBG to Customer of an additional lump sum compensation of forty (40) euros for recovery costs or even, if the recovery costs actually incurred are greater than this lump sum, additional compensation on top of (ii); (iii) the right for IBG, upon expiry of an eight (8) calendar days' notice to pay addressed to the Customer by registered letter with acknowledgment of receipt, to terminate or suspend the performance of all its obligations under any Order, to request the immediate payment of all other invoices, which shall automatically become due at such time, to demand that the Customer return the Products subject to the unpaid Order, at its own risk and expense, or to retake possession of the Products subject to the unpaid Order and any related document on the Customer's premises, without notice. All expenses (including transfer costs) incurred by IBG for the purposes of such recovery process, will be borne by the Customer. In such circumstances, IBG may require cash payment at the time of recovery or before delivery of any new supply of Products.

The Customer may not invoice any dispute or Product return under the warranty in order to withhold or delay payment for the Products. It is expressly agreed that IBG may set off and deduct any amounts due by the Customer from any amount due to it.

5. Title retention

The Products shall remain the full and exclusive property of IBG until complete payment of all amounts due to it, in principal and interest. Until full payment, the Customer may take all necessary measures to (i) ensure that the delivered Products are stored in good conditions and in such a way as to clearly identify them as Products belonging to IBG, so that they cannot be confused with products from other suppliers, (ii) safeguard IBG's rights to said Products, (iii) immediately inform IBG of any claim of any third parties relating to the Products (iv) not obscure, deface or otherwise any identifying mark or packaging on or relating to the Products.

In the event of total or partial late payment of any invoice, and without prejudice to IBG's other rights and remedies, IBG expressly reserves the right to immediately repossess the Products and Customer shall return the Products, at its own risks and costs within fifteen (15) calendar days following IBG's request.

6. Compliance with regulations – Information

When relevant, more particularly for bunkies products, the Customer having accepted the technical specifications of the Products, acknowledges having full knowledge of the formulation, Components, design and properties of such Products and their contraindications. It is the Customer's sole responsibility to perform any tests on the Products that it considers necessary. The Customer is solely responsible for compliance with the laws and regulations in force on the date of acceptance of the Order, relating to the marketing and use of the Products in their countries of delivery. The Customer shall be solely responsible for the proper information of its clients and end consumers as to the use of the Products and / or their potential contraindications and all consequences which may result therefrom.

7. Force Majeure

IBG will not be liable for breach of its obligations in the event that the performance of such obligations is hindered, prevented or delayed by a case of Force Majeure ("Force Majeure Case"), such as natural disaster, storm, fire, flood, earthquake, accident, interruption of services, epidemics, pandemics, strikes (including strikes affecting the establishments of IBG's suppliers), lock-outs or any blocking of production by employees, interruption and/or delay in loading or transportation, energy failure, embargo, prohibition of trade, shortage of, inability to obtain raw materials and/or components, disruption or failure of supplies, including but not limited to supply of raw materials, components, formulae, substances, energy or equipment, including failure of the suppliers from whom IBG sources its products, tooling accidents, sabotage, intervention of civil or military authorities, acts of war, declared or undeclared hostilities, terrorist acts, riots, in each case whether such events affect IBG or its suppliers or subcontractors. In such an occurrence, IBG's obligations shall be suspended, the deadlines for execution shall be extended and the Order shall remain in full force and effect. IBG shall notify the Customer in writing as soon as possible of any Force Majeure Case affecting it.

In the event of a Force Majeure Case lasting for more than three (3) months, any Party may terminate the Order, with immediate effect, by registered letter with acknowledgment of receipt. The Customer must take delivery and pay for all Products manufactured up to the date of termination and compensate IBG for all other costs and expenses already incurred in accordance with the provisions of Article 9.

8. Warranty – Limitation of Liabilities

8.1. Warranty. To the maximum extent permitted by mandatory public policy laws, the provisions relating to warranty hereunder shall be in lieu of any and all other warranties and conditions provided at law or otherwise, including any warranties for hidden defects.

IBG warrants on the terms and conditions defined herein, that, on the date of delivery to the Customer, the Products shall conform to their contractual specifications.

The Customer hereby confirms that it is acquiring the Products for its professional needs and that it has the skills and expertise to develop its specifications and to explain its needs if necessary, to validate the technical specifications submitted by IBG as well as the conformity to the Order of the Products provided.

The Customer shall provide notice in writing to IBG of all claims under the warranty for apparent defects prior to any use/transformation of the Products and in any event within a maximum period of five (5) calendar days following delivery. The Customer shall provide notice in writing to IBG for all other claims under the warranty, for all non-conformities and defects other than apparent defects, and subject to any other provision hereof, within a period of six (6) months from the date of delivery to the Customer. In either event, the Customer shall provide notice in writing to IBG of such claim within five (5) calendar days of the discovery of the non-conformity or defect.

The Products are considered defective if the defect can be confirmed by IBG upon examination, it being understood that non-conformities shall be determined by reference to the corresponding contractual specifications. If IBG confirms such non-conformity or defect, IBG will then be required, at its sole option, (i) to repair the non-conforming or defective Products, at its expense, or (ii) to replace the non-conforming or defective Products, at its expense, or (iii) to reimburse the Customer on a pro-rata basis for the non-conforming or defective Products. The above constitutes the Customer's sole and exclusive remedy under this warranty. Repairs or replacements of Products made under the warranty may not have the effect of extending the initial duration of the warranty. For the avoidance of doubt, IBG shall have no liability under this warranty if the Customer fails to give notice within the applicable time periods.

The Customer shall comply with the instructions of IBG regarding inter alia storage, preservation or use, including distribution methods, of the Products and the Customer shall inform its own clients or subcontractors of such terms, failing which IBG shall have no liability under this warranty or for any loss or damage suffered by the Customer or any third party. The Customer assumes all risks and liabilities resulting from the use of the Products.

In particular, are specifically excluded from the benefit of this warranty, defects or non-conformities:

- due to the specifications or requirements provided by the Customer,
- due to normal wear and tear,
- due to handling, transportation or the mode of transportation used, after transfer of risks,
- due to storage or preservation conditions,
- due to the specifications or requirements provided by the Customer,
- due to modification of the Products or their use by the Customer or by a third party without the prior written consent of IBG,
- due to abnormal or uncommon use of equivalent products,
- not existing at the time when the Product was delivered by IBG,
- specifications or requirements provided by the Customer, subject to mandatory applicable laws to the contrary, attributable to the design of the final product into which the Product is integrated or with which it is combined by the Customer or by a third party or the instructions of the Customer or the manufacturer of such final product,
- due to Components provided by the Customer or by a third party designated by the Customer
- specifications or application of mandatory rules of a legal or regulatory nature in force in the Customer's country or in the country of commercial exploitation of the Products, or
- not reasonably known with regard to the state of scientific and technical knowledge at the time of manufacturing.

IBG shall not bear any responsibilities or liabilities relating to (i) any product not supplied by it, or (ii) any integration or combination of the Products with any other good provided by the Customer or any third party.

IBG makes no other warranty, express or implied, relating to the Products, in particular in terms of merchantability, or the suitability of the Products for a particular purpose.

The Customer shall be liable for any claim by third parties brought against it or against IBG relating to the final product in which the IBG Product is integrated or with which it is combined and shall indemnify IBG for all resulting consequences.

8.2. Limitation of liabilities. The Customer shall be solely responsible and have exclusive liability, for any use and commercial exploitation of the Products. More specifically, it is the Customer's sole responsibility to ensure that its intended use of the Products complies with applicable laws in force in the country of use or commercial exploitation of the Products and IBG hereby disclaims any responsibility, liability or obligation with regard to any use of the Products by the Customer that would not strictly comply with the characteristics of use expressly stated in the Order accepted in writing by IBG, unless otherwise provided for by mandatory provisions of applicable law.

IBG may only be held liable for breach of its essential obligations hereunder and only for direct and actual damages. Except for bodily injury and willful misconduct, IBG's total cumulative liability for any given calendar year, and for any and all claims or actions, losses or damages resulting from or related to the Products, may in no case exceed a maximum total amount equal to fifteen (15) percent of the amount of the Order that is the subject matter of the Customer's claim or action.

In no event and under no circumstances shall IBG be held liable for any indirect and/or immaterial damages, such as loss of profit, loss of income, loss of revenue, operating loss, loss of data, loss of customers, third parties' claims against the Customer, loss of opportunity, damage to image and reputation, moral damages, whether arising out of or in connection with: breach of warranty, breach of Contract, misrepresentation, negligence or otherwise. These limitations and exclusions will apply irrespective of whether such damages were foreseeable or could reasonably have been foreseen by IBG.

9. Assignment of Order

IBG is at liberty to subcontract all or part of the Orders placed by the Customer to any third party of its choice and to transfer or assign the Orders and its rights and obligations relating thereto to any third party of its choice, including in particular to any of its affiliated companies, subject to notifying the Customer within a reasonable time.

10. Confidentiality – Intellectual property

IBG agrees and undertakes that it shall adopt all measures and practices as it would adopt for security, confidentiality and protection of its own Confidential Information while dealing with Confidential Information of the other Party, whether received directly or indirectly in any medium, and shall not reveal or disclose the Confidential Information, directly or through its representatives or otherwise, to any third party, without the prior written consent of the concerned Party. "Confidential Information" shall mean all technical and non-technical information disclosed by one Party to the other Party that (i) is designated as "confidential," "secret" or "restricted" in any document, or (ii) is designated as such in oral communications (collectively "Confidential Information") and is confidential or proprietary and intended by the disclosing Party to be Confidential Information under this purchase/service order, including but not limited to any Party's business, business/strategic/development plans, intellectual property, work and service orders, contracts, memorandum of understanding/agreements, technology, know-how, trade secrets, software, program codes, finance, transactions, product specifications, prototypes, marketing techniques and materials, marketing plans, timetables, or affairs of the Party, whether conveyed in writing or otherwise, directly or indirectly, in any medium, including the terms of the Order.

10.2. Intellectual Property. IBG will retain exclusive ownership of all plans, designs, drawings, sketches, molds, manufacturing drawings, models, specifications, technical and commercial nomenclatures, recommendation documents, test results, catalogues, brochures, notices, patents, models and drawings, manufacturing models, molds, patents, samples and prototypes for which no such undertaking is granted, provided that the Customer (i) informs IBG without delay in writing of any claim or action against it, (ii) cooperates with IBG in order to provide it with the elements necessary for its defense (iii) leaves IBG in control of its defense and all associated negotiations, subject to any additional defense by the Customer at its own expense and (iv) makes no admission as to the infringement of the industrial property rights of third parties that may be prejudicial to the rebuttal of such claim or action.

IBG undertakes to defend the Customer against any claim of infringement of third-party patents published in the countries of manufacture of the Products, excluding such third-party patents, samples and prototypes for which no such undertaking is granted, provided that the Customer (i) informs IBG without delay in writing of any claim or action against it, (ii) cooperates with IBG in order to provide it with the elements necessary for its defense (iii) leaves IBG in control of its defense and all associated negotiations, subject to any additional defense by the Customer at its own expense and (iv) makes no admission as to the infringement of the industrial property rights of third parties that may be prejudicial to the rebuttal of such claim or action.

IBG undertakes to defend the Customer against any claim of infringement of third-party patents published in the countries of manufacture of the Products manufactured in the IP of IBG, which it in its expense, save the choice between one of the following solutions: (i) obtain the right for the Customer to continue to use the Products, (ii) replace the infringing Products or part thereof with equivalent equipment or elements, (iii) modify the infringing Products so that they are no longer infringing or (iv) rescind the Order and retrieve the infringing Products at a price equal to that which they were purchased, reduced by an amount determined by mutual agreement according to their depreciation. The aforementioned warranty will not apply to any claim or action whatsoever based on any of the following grounds: (i) IBG's compliance with the Customer's specifications or instructions, (ii) use of the Products different from that for which they were intended, (iii) the assembly, use or combination of the Products with any other goods not provided by IBG, or (iv) modification of the Products by the Customer or by a third party. The Customer represents and warrants to IBG that it is the owner of the intellectual property rights or that it has a right to use the components, including designs, models, molds, patents, specifications or any other elements covered by intellectual property rights that it makes available to IBG for the purposes of an Order, pursuant to a valid license or agreement. The Customer agrees to indemnify and hold harmless IBG against any and all claims and losses resulting from the alleged or actual infringement of industrial or intellectual property rights of third parties that may result from the implementation by IBG of the aforementioned components made available to IBG by the Customer.

11. Hardship

If, as a result of external circumstances of an economic, commercial or technical nature, or of events occurring after the Order becoming binding, outside the normal expectations of the Parties at such time, the essential elements of the Contract were to be modified to such an extent as to render detrimental or excessively onerous to one of the Parties the performance of its obligations, or more generally, affecting the balance of the Order, the Parties undertake to negotiate in good faith to place the Parties in a position vis-a-vis one another that is reasonably comparable to that which existed at the time of entering into the Order. In the absence of agreement between the Parties within one (1) month, from the request for changes, each of the Parties will have the right to rescind the applicable Order without compensation or damages, subject to a fifteen (15) calendar day notice addressed to the other Party by registered letter with acknowledgment of receipt. During this notice period, the Order will remain in full force and effect in accordance with its original terms.

12. Non-Solicit

The Customer agrees to undertake not to solicit, seek to hire, hire, or employ or entrust any work, directly or indirectly, and/or through an intermediary, any employee, officer or director of IBG. This clause remains valid for the entire duration of the Order, including any renewal thereof, if relevant applicable, and in any event, but no less than twelve (12) months from the date of the Order.

In the event of case of any breach of the foregoing, this commitment, the Customer shall automatically be liable to pay IBG a lump sum compensation equal to the gross remuneration that the person thus hired employed or solicited will have had received during the twelve (12) months period preceding the first to occur of the date of their departure from IBG or first solicitation, as applicable.

13. Severability

In the event that any provisions of these GTC and/or of any Order is declared null and void or unenforceable, the Parties shall negotiate in good faith to amend such provision on economically equivalent terms. The other provisions of these GTC and/or any Order shall continue in full force and effect.

14. Applicable law – Disputes

The validity, construction and performance of these GTC, any Order or any document related thereto for the sale of Products shall be governed by and construed and enforced in accordance with French law, to the exclusion of its conflict of laws rules.

In the event of a dispute between the Parties, the Parties shall consult each other within fifteen (15) days of notification of a dispute by either Party, to endeavor to find an amicable solution to the dispute. If at the end of such fifteen (15) day period, the Parties have not amicably resolved the dispute, such dispute shall be submitted to mediation conducted in accordance with the mediation rules of the CMAP (Centre de Médiation et d'Arbitrage de Paris-Paris Mediation and Arbitration Center) upon the initiative of the most diligent party. In case of failure of the mediation within one (1) month following submission of the dispute to such mediation, the Parties will recover their freedom and the dispute will be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Court of Appeal of Versailles, regardless of the place of delivery or even in the event of an incidental claim, a warranty appeal or multiple defendants.

Nothing in this article 14 shall be construed as limitation of the right of either of the Parties to obtain injunctive or other emergency relief or to preserve a remedy which might be barred by time or other reasons.

The United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria, on 11 April 1980 shall not be applicable to any sale or delivery of Products.

15. Personal data

IBG declares that the personal data processes that it performs comply with the applicable regulations on personal data protection, pursuant to its personal data protection policy (<https://www.albea-group.com/fr/personal-data>).

These GTC are applicable as of September 1st, 2023, to all Orders received from the Customer after such date and replace the GTC previously in force.