

## Terms and Conditions of Sale

1. ACCEPTANCE OF TERMS BY CUSTOMER. All orders are subject to final acceptance by Kao USA Inc. ("Kao USA") at its Cincinnati, Ohio headquarters. Kao USA accepts Customer's order only on the condition that Customer agrees to accept the terms and conditions of sale set forth herein ("Terms") and to waive any terms and conditions contained in any order form, confirmation order, or any other writing of Customer, whether previously or hereafter delivered, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any term or condition herein. Customer's failure to object in writing to these Terms prior to the earlier of Customer's acceptance of the products ordered or fifteen (15) days after delivery hereof to Customer will constitute agreement by Customer to these Terms.

2. ACCEPTANCE OF PRODUCTS BY CUSTOMER. All claims of Customer that products delivered do not conform to the accepted order shall be handled as claims for breach of warranty and Customer shall be limited to those remedies available for breach of warranty as described in Section 10. Claims that tender of performance by Kao USA does not otherwise conform shall be effective only if Kao USA shall be notified by Customer in writing of the non-conformity within thirty (30) days of receipt of shipment of products hereunder describing the non-conformity in reasonable detail. If such notice shall be given on a timely basis and the non-conformity does exist, Kao USA shall have a reasonable opportunity to cure same.

3. PAYMENT.

3.1 All invoices, whether partial or in full, shall be due and payable in full by Customer according to the terms set forth on the face of the invoice.

3.2 Any amount not paid when due will bear a service charge, commencing thirty (30) days after the invoice date, at the rate of the lesser of one and one-half percent (1½%) per month or the maximum interest rate permitted by applicable law.

3.3 Notwithstanding Section 3.1, if Kao USA determines that the financial condition of Customer does not justify shipment to Customer, Kao USA may require full or partial payment in advance of shipment.

4. TAXES/DUTIES.

4.1 Prices quoted by Kao USA shall not include sales, use, excise or similar taxes. The amount of any tax applicable to Customer's purchase of products shall be added to the invoice and shall be paid by Customer.

4.2 In addition to other amounts due, Customer shall pay, or at the election of Kao USA reimburse Kao USA for all customs duties and other similar impositions payable on products provided under an accepted order.

5. SHIPPING.

5.1 For continental US destinations, shipping terms are F.O.B. Destination (North American Usage), Freight Prepaid. For Alaska and Hawaii destinations, the shipping terms are F.O.B. Destination, Freight Prepaid to mainland destinations, Collect Beyond. Unless otherwise specified by Customer in writing Kao USA shall select the method of shipment and direct shipment of products to the address of Customer.

5.2 If Customer and Kao USA agree to Customer pick-up of Customer's US destination orders from a Kao USA shipping site, shipping terms will be F.O.B. Origin, Freight Collect.

5.3 For export destinations, shipping terms are as indicated on the face of the invoice as defined by INCOTERMS 2020.

6. DAMAGE/SHORTAGE. If damage or shortage exists with respect to any shipment and it is not concealed, Customer shall notate such damage or shortage on the delivery receipt. If damage is concealed, Customer must notify Kao USA within 15 days. Kao USA will provide a return authorization number or disposition approval in writing to Customer. No claims will be allowed unless damage or shortage is noted on the delivery receipt and forwarded to Kao USA, Cincinnati, Ohio within 60 days of date of this invoice.

7. CHANGE ORDERS. Order adjustments or changes, including hold orders, partial releases, quantity modifications, and delivery schedule changes, shall be confirmed by Customer in writing to Kao USA. Such adjustments may, if Kao USA so determines, result in adjustments to delivery schedules and prices with respect to that order.

8. CANCELLATION. Customer may cancel an order in whole or in part by giving written notice to Kao USA. The Customer shall be liable for cancellation charges on orders scheduled to be shipped within ninety (90) days following the date the cancellation notice is received by Kao USA. Furthermore, Customer shall be liable for any work already completed by Kao USA prior to the date of cancellation.

9. UPC CODING. UPC coding is placed on Kao USA's products as an accommodation to Kao USA's customers. Kao USA's products are sold on the condition that any loss arising or alleged to arise out of faulty coding, miscoding or lack of coding will be at Customer's risk and will not be the responsibility of Kao USA. Kao USA's UPC manufacturer number is 19100.

10. WARRANTY/LIMITATION OF REMEDY.

10.1 The following three warranties apply to the products listed on the face of this invoice:

10.1.1 Products manufactured or repackaged by or for Kao USA which are subject to the Food, Drug and Cosmetic Act of 1938 as amended, are not adulterated or misbranded within the meaning of that Act at the time of shipment by Kao USA;

10.1.2 Products listed on this invoice have been produced in compliance with the Federal Fair Labor Standard Act of 1938, as amended; and

10.1.3 All products manufactured and sold by or for Kao USA conform to Kao USA's published specifications, if any. These three warranties may not be modified or in any way changed by any person.

10.2 SECTION 10.1 HEREOF CONTAINS THE ONLY WARRANTY MADE BY KAO USA. ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. CUSTOMER AGREES THAT KAO USA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC OR PUNITIVE DAMAGES EVEN IF KAO USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. THE WARRANTY PROVIDED BY KAO USA GIVES CUSTOMER SPECIFIC LEGAL RIGHTS,

AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

10.3 Customer's sole remedy for Kao USA's breach of this warranty shall be either the return of consideration paid by Customer to Kao USA related to the breach, or upon Kao USA's election the replacement or redistribution of any products which are defectively produced, packaged and/or distributed by Kao USA. Kao USA's liability to Customer shall in no event exceed amounts paid by Customer to Kao USA for the products involved and Customer releases Kao USA from all claims and liabilities in excess of this limitation. Return of consideration paid by Customer or replacement of the products returned to Kao USA as specified above will occur only after Kao USA has received the returned product, reviewed the reasons for return, and confirmed that the returned goods were in fact in breach of warranty, which review and determination will occur within thirty (30) days after receipt of the returned material. Customer will bear all expenses and all risk of loss in connection with the return of any products hereunder; provided that Customer will be reimbursed by Kao USA for the cost of transportation to Kao USA of those products returned which Kao USA determines to be in breach of warranty.

10.4 With respect to Kao USA's noncompliance with any other obligation of Kao USA hereunder, the sole and exclusive remedy of Customer and the sole and exclusive obligation of Kao USA will be as Kao USA in its discretion will determine as follows. Kao USA may elect to cure such noncompliance within a reasonable period of time or, if Kao USA fails to cure such noncompliance, Customer may recover an equitable amount not to exceed such charges as were previously paid to Kao USA by Customer hereunder.

10.5 Customer's remedies expressly set forth herein are Customer's exclusive remedies in connection herewith. Customer waives all other remedies, statutory or otherwise including, without limitation, the remedies of specific performance and replevin. Any action brought by Customer in connection with Kao USA's performance hereunder must be commenced within one year after such cause of action accrues or will be deemed waived.

11. TITLE/RISK OF LOSS.

11.1 For US destinations, if products are delivered prepaid (F.O.B. Destination (North American Usage), Freight Prepaid), title and risk of loss shall pass to Customer upon Kao USA's tender of delivery to Customer at Customer's address as specified on the shipment bill of lading.

11.2 If the products are picked up by Customer (F.O.B. Origin, Freight Collect), title and risk of loss shall pass to Customer upon Kao USA's tender of delivery to the Customer's carrier at place of origin.

11.3 For export destinations, title shall pass to Customer as indicated on the face of the invoice.

12. EXCUSED PERFORMANCE. Kao USA shall not be liable for nor be deemed to be in default of these Terms on account of any failure to perform its obligations or attempt to cure any breach thereof if Kao USA has been delayed or prevented from doing so by any cause or condition beyond Kao USA's reasonable control including, but not limited to, equipment failures and labor trouble. If Kao USA determines that its ability to supply the total demand for the products, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of the products, is hindered, limited, or made impracticable, Kao USA may allocate its available supply of the products or such material (without obligation to require other supplies of any such products or material) among itself and its customers as Kao USA determines in its sole discretion without liability for any failure of performance which may result therefrom. Delivery suspended or not made by reason of this action shall be cancelled without liability, but these Terms shall otherwise remain unaffected.

13. GOVERNMENT CONTRACTS. If the provision of products by Kao USA under accepted orders is subject to mandatory provisions of U.S. law concerning contracts or subcontracts with or for the benefit of the U.S. government, Customer shall so notify Kao USA specifying the mandatory provisions of U.S. law which apply.

14. CONFIDENTIALITY. All information and documentation of a proprietary nature that is to be disclosed by Customer to Kao USA must be clearly marked "PROPRIETARY INFORMATION." Such information will be treated with discretion and handled in accordance with good business practices.

15. GOVERNING LAW / VENUE. The validity, interpretation and performance of these Terms shall be governed by, subject to and construed in accordance with the laws of the State of Delaware. Customer and Kao USA consent to the exclusive jurisdiction and venue of the state and federal courts in the State of Delaware. Customer and Kao USA waive any objections to jurisdiction or venue therein and consent to service of process by mail.

16. ASSIGNMENT. Kao USA may assign its rights and delegate its duties hereunder.

17. SEVERABILITY. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms shall continue in full force and effect.

18. ENTIRE AGREEMENT/MODIFICATION. Customer and Kao USA agree that these Terms and the invoice are the final expression of their agreement and are the complete and exclusive statement of the terms and conditions of their agreement and supersede all agreements, understanding, or discussions, whether oral or written, entered into prior to or contemporaneously herewith. Except as set forth in Section 10.1, these Terms may not be modified or amended except in writing signed by Kao USA.

19. NON-WAIVER OF RIGHTS. No failure or delay by Kao USA in exercising any right or remedy hereunder, including but not limited to any failure to impose a service charge pursuant to Section 3.2 hereof, will operate as a waiver of, or impair, any such right or remedy. No single or partial exercise of any such right or remedy will preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder or by law. No waiver of any such right or remedy will be effective unless given in a signed written notice. No waiver of any right or remedy will be deemed the waiver of any other right or remedy. No term or provision hereof will be construed to limit, in any manner, the rights or remedies available to Kao USA under law or otherwise, but rather, are in addition to and cumulative of such other rights or remedies.