

## General Terms and Conditions of Purchase of Goods and Services

The legal relationship between the Supplier and 1) Molton Brown Limited; 2) KPSS (UK) Limited; or 3) Kao (UK) Limited, whichever the case may be, (hereinafter "KAO" or "Customer") for all orders of goods (or any part of them) or services by KAO are governed by these terms and conditions ("Goods" and "Services" respectively). An Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order; or any act by the Supplier consistent with fulfilling the Order (the "Contract"). These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### 1. Supply of Goods

The Supplier shall ensure that the Goods: correspond with their description; be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication; where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 24 months after delivery; and comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. The Customer may inspect and test the Goods at any time before delivery. If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

### 2. Delivery of Goods

The Supplier shall ensure that: the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

The Supplier shall deliver the Goods: on the date specified in the Order or, if no such date is specified, then within 10 days of the date of the Order; to the Customer's premises or such other location as is set out in the Order or as instructed by the Customer before delivery ("Delivery Location"); and during the Customer's normal hours of business or as instructed by the Customer. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. If the Supplier: delivers less than 95% or more than 105% of the quantity of Goods ordered, or the Goods are not delivered to the Delivery Location within the prescribed timeframes, the Customer may reject the Goods and the Goods shall be returnable at the Supplier's risk and expense. Additionally, the Customer may claim damages for any costs, loss or expenses incurred by it as a result of the Supplier's failure to comply with its undertakings under the Contract. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Title and risk in the Goods shall pass to the Customer on completion of delivery.

### 3. Supply of Services

The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract and any other written instructions provided by Customer. The Supplier shall meet any specified performance dates for the Services that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates. In providing the Services, the Supplier shall: co-operate with and comply with all instructions of the Customer; perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier; ensure that all documents, products and materials developed by the Supplier as part of or in relation to the Services in any form or media (the "Deliverables"), and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design; obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and comply with all applicable laws, statutes, and regulations, and any Customer policies notified to the Supplier from time to time.

### 4. Customer remedies

If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies: to terminate the Contract with immediate effect by giving written notice to the Supplier; to refuse to accept any subsequent performance of the Services and/or delivery of the Goods; to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party; to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods: to terminate the Contract with immediate effect by giving written notice to the Supplier; to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 1.

If the Supplier has supplied Services that do not comply with the requirements of clause 3 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies: to terminate the Contract with immediate effect by giving written notice to the Supplier; to return the Deliverables to the Supplier at the Supplier's own risk and expense; to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid); to refuse to accept any subsequent performance of the Services which the Supplier attempts to make; to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 3. For the avoidance of doubt, the Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

### 5. Charges and payment

The price for the Goods and/or Services: shall be the price set out in the Order. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Services. In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 90 days net after Customer's receipt of a properly issued invoice for the Products or within 14 days after Customer's receipt of such invoice with 3% immediate payment discount. The Customer may in good faith dispute any invoiced amounts and shall notify the Supplier in writing of the dispute. The parties shall resolve all such disputes expeditiously and in good faith. Where any taxable supply for VAT purposes is made under the Contract, the Customer shall, on receipt of a valid VAT invoice pay to the Supplier such additional amounts in respect of VAT as are chargeable. The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

### 6. Indemnity

The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with: any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials); any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services. This clause shall survive termination of the Contract.

### 7. Insurance

During the term of the Contract the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract. The Supplier shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance described above.

### 8. Confidentiality

Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except: to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract; as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Personal data obtained by the parties during the performance of this Contract shall only comprise data strictly necessary for the performance of the Contract and may only be applied or used to fulfil the purpose of the Contract. To the extent personal data is disclosed, both parties shall ensure they are in full compliance with their respective obligations under applicable data protection and privacy laws.

### 9. Termination

Without affecting any other right or remedy available to it, the Customer may terminate the Contract: for convenience by giving the Supplier at least one (1) months' written notice. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: the other party commits a material breach of any

term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy

On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued prior to termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

#### **10. Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failing to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. For the avoidance of doubt, COVID-19 shall not be considered a Force Majeure event unless there is a change of circumstances in relation to COVID-19, which is not already foreseeable, by the parties as at the date of entry into the Contract which hinders, delays or prevents a party's performance during the term of the Contract. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

#### **11. ESG (Environmental, Social, Governance)**

The Contract Partner confirms to adopt, support and implement the "Ten Principles of the Global Compact" within its sphere of influence (<https://www.unglobalcompact.org/what-is-gc/mission/principles>). In this context, the Contract Partner shall endeavor to fulfil the "Ten Principles of the UN Global Compact". The Contract Partner shall endeavor to reduce the environmental impact of its activities, including the supply of goods in accordance with these GTC. The Contract Partner shall respect the human rights of its employees and provide its employees with a safe and healthy working environment. Furthermore, the Contract Partner undertakes not to engage in child labour or any form of forced or compulsory labour.

#### **12. Prevention of bribery**

The Contract Partner shall not pay or cause to be paid any bribe or unlawful or improper reimbursement (kickbacks) to any government official, KAO purchasing agent or other natural or legal person. Furthermore, the Contract Partner undertakes not to accept bribes or illegal or inappropriate refunds (kickbacks), either directly or indirectly.

#### **13. General**

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("Customer Materials") are and remain the exclusive property of the Customer or, where applicable, the third party licensor from whom the Customer derives the right to use them. In respect of Services supplied to Customer, all intellectual property rights in or arising out of or in connection with the Deliverables shall be owned by the Customer.

In performing their obligations under the Contract, both parties shall: comply with all applicable laws, statutes, regulations and codes from time to time in force, including without limitation the Modern Slavery Act 2015, Bribery Act 2010, the UK GDPR and Data Protection Act 2018 as may be amended from time to time. The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this undertaking.

The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business (in any other case). Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting. Notice may be served by email transmission if mutually agreed between the parties.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales located in London shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**May, 2023**