

## GENERAL TERMS AND CONDITIONS - SUPPLIERS

30-11-2023

### Preamble

The following terms and conditions (hereinafter "**the Terms and Conditions**") apply to any contractual relationship between Brandfix A/S (hereinafter "**Brandfix**") and any contracting party (hereinafter "**Party**" and jointly referred to as "**Parties**") regardless of the nature and content of the contractual relationship.

Thus, the General Terms and Conditions are as legally binding as the undersigned main agreement (hereinafter "**the Agreement**") between the Parties. The General Terms and Conditions will be updated regularly and will be available on the website: [www.brandfix.dk](http://www.brandfix.dk) at all times.

### 1 Purchase Orders and Confirmation

- 1.1 Purchase orders (hereinafter "**Purchase Order(s)**") will be submitted continuously, and will include quantity, requested delivery date and unit price.  
1.2 Make-to-order orders will be submitted with lead time according to the agreed upon lead time per SKU. Call-off orders from consignment stock will be placed with lead time on 10 days. All lead times are defined as the number of days, weekend included, from order submission to delivery at Brandfix warehouse. Thus, transit times are included also when Brandfix are liable for transport, e.g., EXW/FCA incoterms.

- 1.3 Order confirmations (hereinafter ("**Order Confirmation(S)**") must be at hand at Brandfix according to the schedule below.

Order Type	Order confirmation
Make-to-order*	2 weeks after order submission
Call-of-order	Within 24 hours

\* For make-to-order orders a final reconfirmation must be given 3 weeks before pick-up.

- 1.4 Any Order Confirmation must contain Brandfix order number and shall take place to the following e-mail address: [purchasing@brandfix.dk](mailto:purchasing@brandfix.dk). The Order Confirmation must include all product details agreed upon, Brandfix item number, unit price, quantity and include the delivery date. The delivery date is to be considered as the exact delivery date, hence, any offset from this date is considered a significant violation of the cooperation agreement.  
1.5 Brandfix may change delivery dates and quantities of already submitted Purchase Orders. Any direct and documented costs associated with these changes may, if not otherwise agreed in writing, be added to the Purchase Price.  
1.6 The order is expected to be delivered in full amount according to the Purchase Order Confirmation. However, the order can vary to a maximum +/- 5% for make-to-order orders.

### 2 Cancellation of Purchase Orders

- 2.1 Order Confirmations are considered legally binding in the context of the Parties' Agreement and must be completed within the parameters of the Order Confirmation. The Party may not cancel any Purchase Order or any part thereof unless agreed in writing with Brandfix. A Party initiated cancelation of a confirmed Purchase Order must be in writing and must state a reason justifying the cancelation.  
2.2 Brandfix reserves the right to cancel a confirmed order without any repercussions if the Party:  
2.2.1 Fails to maintain the agreed delivery date within a reasonable margin of time; Fails to meet EU- or other relevant national legal standards; Fails to deliver the correct formulation and consistency of the approved and agreed Product; In other ways than the mentioned above fails to deliver the correct quantity or quality of the Product; Changes to any of the agreed terms without prior written approval from Brandfix.  
2.3 Any Brandfix initiated cancelations of Purchase Orders due to other reasons than the above mentioned, may incur a liability for Brandfix for any components already ordered including (but not limited to) parts, ingredients and packaging for Products covered in the canceled Purchase Order. These items must be invoiced immediately after cancellation of said product and/or Purchase Order.

### 3 Terms of Delivery

- 3.1 The Party shall book the transport on the provided carriers online booking system no later than 2 days prior pick-up for EXW/FCA orders. A referral to the Brandfix order number must be present on all bookings. Packing lists shall be forwarded to Brandfix to the following email address: [inbound@brandfix.dk](mailto:inbound@brandfix.dk). All packing lists must comply with the packing instructions.  
3.2 The Party shall deliver products and/or services and the relevant documentation on the date and to the location specified in the cooperation agreement or in Brandfix's service order. If Brandfix has not specified a delivery date, the Party shall deliver products and/or services within reasonable time. Definition of delivery date depends upon delivery terms, where EXW/FCA delivery date correspond to the pick-up date. Otherwise, the delivery date is the date the order must be delivered to the specified location. For Sea freight the terms are defined case by case.  
3.3 In general, the goods can be offloaded from 8:00 a.m. to 3:00 p.m. Mondays to Fridays.  
3.4 In case Brandfix is not responsible for transport, Brandfix shall reserve the right to decide the timing/interval for receipts. Securing shall be done according to instructions. Brandfix shall unload the items and not the driver.  
3.5 The Party agrees to notify Brandfix in writing immediately if at any time it appears that the Party may not be able to comply with the Order's delivery schedule. Such notification shall include the actual or potential reasons for the delay, the actions being taken to remedy the delay and the anticipated revised delivery schedule. Such notice, and any assistance furnished by Brandfix to overcome delays, shall not waive any of Brandfix's rights according to the Order and the T&Cs.  
3.6 Non-compliance with the abovementioned requirements for delivery shall be considered as breach of the cooperation agreement and shall be the object of an amount corresponding to the actual costs that are imposed on Brandfix. In the event of recurrence, Brandfix shall reserve the right to demand an action plan for the correction of defects and the cooperation will be re-considered.

### 4 Terms of Invoicing

- 4.1 All invoices shall be sent to [goods\\_invoice@brandfix.dk](mailto:goods_invoice@brandfix.dk). Invoices cannot contain invoicing from separate purchase orders procured by Brandfix. The invoice date cannot be before the delivery date. All invoices must be in the currency corresponding to the Purchase Order.  
4.2 The invoice must contain the following information:  
4.2.1 Header information:  
a) Name of vendor, b) Brandfix Purchase order number, c) Date of invoice, d) Due date of payment, e) The Party's CVR / VAT number, f) Brandfix CVR number, g) The Party's bank connection and account number (non-Danish suppliers must supply IBAN and SWIFT/BIC codes).  
4.2.2 Line information:  
a) Brandfix item number, b) Number of units, c) Measure of units (QTY/Boxes/Pallets etc.), d) Currency, e) Total price per unit.  
4.2.3 Total  
a) Currency, b) Total due amount.  
4.3 Any invoice not complied with the above-mentioned requirements will be dismissed.

## 5 Packaging

- 5.1 The Party shall always pack according to the latest version of the packaging instructions. In case of doubt, the Supplier is responsible for requesting the latest version of the packaging instructions from Brandfix.
- 5.2 The Party shall package and mark all goods in accordance with best commercial practices and adequately protect goods against damage and deterioration during transit. Packing and marking charges are not payable by Brandfix. In the event of insufficient packaging and labelling, Brandfix may at all times reject the order and return the lot. The Party shall be liable for all costs for remedying these defects. Brandfix can always decide to repair the lot against a fee payable by the Party.
- 5.3 Non-compliance with the abovementioned requirements for delivery shall be considered as breach of the cooperation agreement and shall be the object of an amount corresponding to the actual costs that are imposed on Brandfix.

## 6 Duty to Inform

- 6.1 Both Parties must inform each other of events carrying significant impact on their respective obligations in any Order. The Party shall give Brandfix written notice without undue delay in the event of any changes which may affect the performance of Brandfix's Order, including but not limited to any;
- 6.1.1 Organizational, operational, or other changes which may affect the Party's performance of Brandfix's Order; Relocation of any of the Party's facility involved in performance of Brandfix's Order; Transfer of any significant part of the relevant process or manufacturing operations from one facility to another; Significant changes to the Party's workforce, including labor disputes; Refusal, suspension, withdrawal, or revocation of a relevant quality or capabilities, systems, or approvals.
- 6.2 Any and all delays to agreed delivery dates must be advised to Brandfix as soon as possible and must be confirmed and approved by Brandfix. All delays must be explained with reasonable reason for delay.
- 6.3 In the event of delays, Brandfix reserves the right to levy a charge equivalent to 25% of the total order value.

## 7 Quality, Defects and Complaints

- 7.1 The Party grants Brandfix a quality guarantee matching the contracted and delivered Products for a period consistent with the confirmed shelf life. Brandfix will have 10 Business days to inspect and evaluate the delivered products, before notifying that it is either accepted or rejected. Brandfix has the right to reject the delivered products if they do not comply with the Agreement. Any rejection will be documented with images and description as to the cause for rejection.
- 7.2 The above-mentioned quality approval of the delivered Product(s) will not be final, as the product must naturally be able to live up to the Products intended purpose for the entirety of the confirmed shelf life.
- 7.3 A quality complaint regarding defects that cannot be objectively identified during the delivery of the Products must be submitted immediately after the defect is discovered, with reservation that all quality complaints about Products shall be made before the expiry date of the Products. Any complaint regarding the quality of the ordered Products must be replied by the Party within 5 Business Days from submission of the complaint. Brandfix shall cooperate and supply with information regarding the complaint and shall be including in the commercial considerations surrounding the complaint. Brandfix shall inform the Party about batch- and PO number and send samples of the Product being questioned including a clear description identifying the problem. In case of a complaint made by a third party, Brandfix shall notify the Party of the said complaint and all necessary information hereof for the Party to process the complaint in its entirety. Complaints regarding a running Product will automatically cause any outstanding orders of the same Product to be paused until the complaint has been thoroughly handled and resolved to the satisfaction of Brandfix and/or the complaining third party. Brandfix retains the right to pass on all costs associated to a quality complaint and/or product defect to the Party if the quality complaint/defect is deemed valid and correct. Documentation for said costs will be supplied in full.
- 7.4 If a complaint is found inconsequential for the products function and the product lives up to the agreed specifications and regulations, then the complaint is considered non-valid, and no claims can be made to the Party for that product and any compensation requests from Brandfix or third party will be deemed invalid.

## 8 Artworks

- 8.1 Brandfix is responsible for the design and creation of artwork for the intended product(s) covered in the Purchasing Order. The artwork for said Products will be sent to the Party in a design program compatible file (PDF). All artworks created by Brandfix are considered the sole proprietary ownership of Brandfix and may not be copied and/or shared with any other parties except for the purpose of manufacturing the agreed Products depicted in the artwork. Changes in artwork are not allowed by the Party or any secondary provider, without a written consent from Brandfix. Files for approval for new product developments or line extensions must be sent to the responsible product developer for the time being. Ready to print file for repeat order, must be sent for approval to e-mail: [artwork@brandfix.dk](mailto:artwork@brandfix.dk).

## 9 Formulations

- 9.1 The Party may not change any formulations or product design of or in any other way change the agreed Purchase Order. If the Party wishes to change the components used for production, change the method of production and/or in any other way change the Purchase Order, the Party must immediately inform Brandfix in writing. Brandfix may object to any suggested changes to the agreed Purchase Order and any changes that may influence delivery of the Product. If a Product is developed upon request from Brandfix, then Brandfix is the sole owner of the Product and idea & unique INCI. Therefore, the Party may not utilize or transfer the idea/information with any secondary parties without prior written consent from Brandfix.
- 9.2 The Party declares that the Products manufactured under the Agreement shall comply with, but not limited to, all legal requirements in the EU/EØS, including, all production, technical, technological and quality requirements applicable to the all-time updated version of Cosmetic Regulation 1223/2009. The Party declares that PIF, MSDS and COA documents are available on request within 14 Working Days, but no later than time of delivery. The Products will be manufactured in accordance with the Party's recipe, with the technical and technological parameters specified by the Party, guaranteeing their appropriate and stable quality.
- 9.3 The Party shall at any times be updated on and follow the Brandfix Blacklist available at [www.brandfix.dk](http://www.brandfix.dk).

## 10 Intellectual Property Rights

- 10.1 Any and all intellectual property rights pertaining to the Products and the Agreement, including but not limited to patents, trademarks, whether registered or unregistered, designs, utility models and know-how, belong to Brandfix and shall remain the sole property of Brandfix.
- 10.2 The Party shall neither register, nor have registered, any of the trademarks, trade names or symbols of Brandfix (or any trademarks, trade names or symbols similar to those of Brandfix).
- 10.3 Any contractual relationship between Brandfix and any Party shall not be deemed to confer on the other Party any right in respect of the intellectual property of Brandfix, other than the right to use it for so long as any agreement is in full force and effect between the Parties. The right to use Brandfix' trademarks, trade names or symbols shall cease immediately on the expiration or termination of the contractual relationship between the Parties.
- 10.4 Any contracting Party of Brandfix undertakes promptly to notify Brandfix of any improper or wrongful use by third parties of any of Brandfix' intellectual property rights where such use has come to its attention.

## 11 Responsibilities

- 11.1 Below is the framework for documents & actions within product development (Full-service agreement) and advises who is responsible for the different points and actions. The Party is responsible for:
- 11.2 Design of Packaging, including color chips, test printing, outer cases, construction, transport boxes and labels; Specifications for creating artworks; Safety data sheets; PAO and Expiry date; Packaging and handling; Stability test; Challenge Test, including microbiological stability of the product; Compatibility tests, including product / primary container; Packaging vs. product, including description of how the product is in use with the packaging; If requested, the Patch Test, efficiency test and dermatologically test; Labeling, including INCI, legal warnings and special instructions for use; Quality control, including all mandatory of the final product.

## 12 Code of Conduct

- 12.1 The Party shall comply with all applicable domestic and international laws and regulations, industry standards, and all other relevant statutory requirements whichever requirements impose the highest standards of conduct. Particularly concerning corruption, bribery, anti-trust/competition, intellectual property, and conflicts of interest.
- 12.2 The Party shall recognize and be committed to upholding the human rights of their employees and treat them with dignity and respect as understood by the international community.
- 12.3 The Party recognizes that environmental responsibility is integral to producing high quality products and strives to continuously improve their environmental performance.
- 12.4 The Party shall always be updated on and follow the General Code of Conduct available at [www.brandfix.dk](http://www.brandfix.dk).

12.5 If the Party violates the obligations arising from Article 12.1 and 12.2, Brandfix has the right to terminate this contract with immediate effect without notice and without liability.

**13 Confidentiality**

13.1 Both Brandfix and the Party hereto undertakes neither during the term of their contractual relationship or thereafter to divulge any of the confidential affairs or secrets of the other Party ("**Confidential Information**"), and the Parties undertake to impose similar restrictions on their respective employees. As a minimum, The Parties are obliged to keep Confidential Information secret for the duration of this Agreement and for a period of 2 years after its termination or expiration.

13.2 The Parties shall not disclose any Confidential Information to any third party or use it for any purpose other than the performance of the Agreement without prior written consent.

13.3 The Parties mutually agree that they will perform any and all of their obligations under this Agreement in compliance with the concept of good faith and fair dealing. The Parties mutually acknowledge that strict compliance with the terms and conditions of this Agreement is of the essence and the Parties agree that in any event where a Party reasonably foresees that it will be in breach or default of any of its representations and warranties, covenants or obligations under this Agreement, it will forthwith notify the other Party hereof in writing allowing the Parties to jointly mitigate the consequences of any such breach or default.

13.4 The duties set out in Articles 13.1, 13.2 and 13.3 shall not apply to Confidential Information of the other Party that: (i) is publicly available, (ii) is obtained from a third party in good faith, (iii) is independently developed without use of the other Party's Confidential Information, or (iv) is disclosed to comply with applicable law.

13.5 If the Party violates the obligations arising from Article 13.1, 13.2 and 13.3 Brandfix has the right to terminate this contract with immediate effect without notice and without liability.

13.6 Furthermore, The Party must not without prior written acceptance from Brandfix use the name of Brandfix or display any products within the cooperation to Marketing, display in offices, showrooms, trade fairs etc. Any violation of this paragraph is considered a significant violation of the Agreement, and Brandfix has the right to terminate the Agreement and Contract with immediate effect without notice.

**14 Liability and contractual penalty**

14.1 Any breach of the General Terms and Conditions and/or the Agreement including material breach, cf. Article 16.3.1, caused by the Party and/or any otherwise disloyal conduct entitles Brandfix to claim damages in accordance with Danish Standard rules of damage-liability.

14.2 Any breach of the General Terms and Conditions and/or the Agreement including material breach, cf. Article 16.3.1, caused by Brandfix entitles the Party to claim damages in accordance with Danish standard rules of damage-liability.

14.3 In case of breach of obligations according to Articles 10, 12 and 13, the Party shall be obliged to pay to Brandfix a contractual penalty of:

DKK: 250.000,00 per breach

14.3.1 If the breach of this Agreement is a continuing breach due to non-recovery, the Party shall be obliged to make a further payment to Brandfix in the amount of DKK 250.000,00 for every month of this breach.

14.3.2 The right for Brandfix to claim additional losses shall remain unaffected by Article 14.1.

14.3.3 Payment of contractual penalty does not release the Party from the obligation to continue to comply with the Articles 10, 12 and 13.

**15 Limitation of Liability**

15.1 The Parties shall not be liable to one another for a failure to fulfil its obligations under the Agreement and the General Terms and Conditions to the extent caused by circumstances beyond its reasonable control (force majeure). If such circumstance lasts for 60 days or more, the contracting party not affected hereby shall be entitled to terminate the Agreement upon written notice, and without liability, to the other contracting party affected hereby.

15.2 Force majeure:

15.2.1 Lack of delivery, payment or any other non-performance of the obligations hereunder owing to force majeure, including but not limited to fire, flood and other natural disasters, lockouts, strikes, conditions of war, decisive lack of raw materials, fire or any other damage to the production or distribution set-up or any events which are clearly beyond the control of either Brandfix or the Party hereto, which the affected contracting party could not reasonably foresee at the time of the conclusion of the Agreement, and which the affected contracting party cannot reasonably avoid or overcome, shall not constitute non-performance.

15.2.2 A contracting party affected by Force Majeure is obliged to inform the other party about this fact immediately, not later than after 3 working days. Such information should include the type of Force Majeure and its duration. After the end of Force Majeure, the affected contracting party will notify the other contracting party immediately, not later than 3 working days of such fact.

15.2.3 The Supplier's lack of staff, failed production or delivery of the goods ordered due to global pandemics, e.g., but not limited to, COVID-19 pandemic, matters at the Supplier's sub-suppliers or other third parties and/or lack of materials at the Supplier are not considered a Force Majeure situation.

15.3 The termination of this Agreement by either Brandfix or the Party for any reason shall in no circumstances, other than regarding material breach according to Article 16.3.1, entitle the Party to any claim, against Brandfix.

15.4 Notwithstanding anything else in the General Terms and Conditions and the Agreement, Brandfix' total liability to the Party is limited to the latest determinable annual revenue (DKK) between the Parties, however in no case more than DKK 2.000.000,00. Pursuant to Article 15.3, Brandfix is not liable for indirect losses, including, but not limited to, loss of profit, loss of turnover, loss of business, loss of goodwill, loss of anticipated savings or costs of procuring replacement products or services.

**16 Duration and termination**

16.1 The General Terms and Condition as well as the Agreement shall enter into force when a contractual relationship is established by written consent between the Parties until termination or expiration.

16.2 The Parties may terminate the Agreement pursuant to specific terms of termination in the Agreement.

16.3 Furthermore, Either Party may terminate the Agreement forthwith by written notice to the other Party, if the other Party fails to remedy a material breach of the Agreement or the General Terms and Conditions within 30 days after having received written notice requiring remedy of the breach.

16.3.1 Material breach of the Agreement and/or the General Terms and Conditions includes, without limitation: (i) a failure to meet any term of the Agreement and/or the General Terms and Conditions, and (ii) a Party's reorganization, bankruptcy, liquidation, composition or similar proceeding.

16.4 Either Party shall keep the other Party informed about any significant change in the management of its company. A Party shall be entitled to terminate this Agreement with immediate effect by written notice where such change adversely or significantly affects its interests.

16.5 Termination of the Agreement in any way does not release the Parties from the obligation to fulfil their obligations duly and completely. All on-time confirmed Purchase Orders in the date of termination shall be brought to term according to the terms of the Purchase Order.

**17 Processing of Personal Data**

17.1 The Parties shall always process personal data with due observance of the General Data Protection Regulation and law. Information on the Parties (name, address, e-mail, telephone number, etc.) can solely be used in connection with the Parties' orders, communication and/or other specific purposes.

17.2 The Parties shall comply with the rights of the data subject (including right of access, rectification, deletion, limitation of processing, objection, data portability, complaint and right not to be subject to a decision based solely on automatic processing, including profiling).

17.3 The Parties shall store the data for as long as is necessary for the purpose for which it is processed. The Parties can neither disclose, sell nor otherwise transfer information to third parties, unless the data subject has agreed to the same.

**18 Disputes**

18.1 Any disputes between the Parties arising out of or in connection with the Agreement, which cannot be settled amicably, shall be settled by a competent Danish court in accordance with the laws of Denmark without regard to any conflict of law rules. The place of jurisdiction shall be Aarhus, Denmark.

**19 Other terms**

19.1 In case one or more provisions of the General Terms and Conditions is deemed invalid, the validity of the remaining provisions hereof shall not be affected thereby.

\*\*\*\*\*