

# PRODUCT SALE & CONTRACT MANUFACTURE AGREEMENT

## INTRODUCTION AND STRUCTURE

This Product Sale and Contract Manufacture Agreement consists of this electronic document ('Sale Agreement') and the "Order Acknowledgement" sent to the Customer as an e-mail attachment (hereinafter referred to as the "OA"). This document is made reference to in the "OA" and the use of the term "Customer" in the OA will instead be replaced by "you" or "yours" here as the context allows. Similarly, references to Cosmetic Bases Limited will be "us", "we" or "our" as the context allows.

In the event of any conflict or inconsistency between such two documents; the terms of this Sale Agreement shall prevail.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings herein contained and intending to be legally bound by the provisions of this Agreement, the parties hereto agree as follows:

### PART A – IN GENERAL

#### 1. ORDER ACKNOWLEDGEMENT

1.1 Ordering You will have provided to us the information that we require in order to produce an OA for the order. The information that may be included in an OA is, but not limited to:

- (a) the name of each CosmeticBases Product;
- (b) the quantity of each CosmeticBases Product;
- (c) preferred Delivery Date;
- (d) Target Supply Date;
- (e) the total invoice value for the order, (the Total Purchase Price);
- (f) your contact information, including, without limitation, company name, contact name, phone number and company address.

The types of information in the OA may change from time to time (see Clause 1.4).

1.2 This Sale Agreement and the OA You and we agree that the purpose of this Sale Agreement and the OAs is to provide a mechanism whereby the provision of any number of discrete orders can be provided for and regulated under the provisions of this Sale Agreement. Each OA and this Sale Agreement together constitute a separate, individual agreement and the termination or expiration of one will not affect the other. The agreement created by each OA and this Sale Agreement will be referred to as a "OA-Sale Contract".

1.3 Your Responsibility and the OA The OA we e-mail to you is a description of the constituent parts of an order you wish to place on us.

It is your responsibility to ensure that we know that the information in the OA is accurate and communicate that fact to us using the words required in our e-mail that accompanies the OA. You must do so before the Order Acknowledgement Expiration Date or the OA will lapse and become unusable and void. It is your sole and exclusive responsibility if we deliver against an OA which contains incorrect information.

1.4 Interim Processes Notwithstanding anything to the contrary contained in this Agreement, you acknowledge that certain interim solutions and new processes are being developed by us in relation to the CosmeticBases Product. You agree to cooperate with us and use any interim ordering processes required by us and any revised Internet-based procedures necessary to implement our administrative systems.

2. PURCHASE PRICES AND PAYMENT TERMS You will pay to us the Total Purchase Price as set out in the relevant OA. If you are an account customer payment in full of the total amount owing to us is due within thirty (30) days from the date of our invoice, unless otherwise agreed to in writing by us.

3. REQUEST FOR RETURNED MATERIAL AUTHORISATION We have sole discretion regarding requests by you for returns of CosmeticBases Products. You must submit all RMAs to us within 3 (three) days of the date of the original shipment from our facilities if seeking a credit. We will be responsible for all return freight charges for RMAs. We will have the right to contact Your Customer if involved. In the event that we authorise the RMA in question, upon receipt of the returned CosmeticBases Product relating to such RMA we will issue a credit to the your account for the amount of the CosmeticBases Product returned, or at our sole and exclusive discretion, replace the returned CosmeticBases Product.



**4. CHANGES IN COSMETICBASES PRODUCT SPECIFICATION AND DISCONTINUATION**

We retain the right, in our sole and exclusive discretion, to modify the CosmeticBases Products from time to time. If at any time we announce the end of life of the a particular CosmeticBases Product (at any version level), we will provide you with 3 (three) months prior notification. You acknowledge and agree that the posting of a price change or discontinuance on the CosmeticBases Product Website constitutes notice of such for purposes of this Agreement.

**5. SHIPPING AND DELIVERY** The CosmeticBases Product will be delivered to the Delivery Point designated in the OA EXW (Incoterms, 2010) our facility in Lyme Regis, UK by a common carrier. We will be responsible for the loading of the CosmeticBases Product on departure and will bear risk of loss and all costs of such loading. You assume all responsibility for loss or damage to the CosmeticBases Product occurring in shipment, storage, or otherwise occurring after loading of the CosmeticBases Product. You will pay all freight, handling, delivery and insurance charges for shipment of the CosmeticBases Product.

**6. TITLE** YOU will acquire title to the CosmeticBases Product (and, for the avoidance of doubt, not the Intellectual Property Rights in and expressed therein) upon full payment of the purchase price(s) therefor. Notwithstanding the foregoing, none of the Intellectual Property Rights therein are being sold by us, either in whole or in part, and we will retain title to and rights in all Intellectual Property Rights and other intangible ownership rights in such CosmeticBases Product.

**7. GRANT OF INTEREST** In addition to our other rights at law or in equity, we will retain a first priority purchase money security interest (a 'lien' in some legal jurisdictions) on all CosmeticBases Product sold by us until final payment is made. In connection therewith, you hereby grant us a first priority purchase money security interest in all CosmeticBases Product sold to you and all rights to payment for such CosmeticBases Product. You agree to cooperate fully with us in executing any additional documents, instruments, financing statements or amendments thereof as we may deem necessary or advisable to maintain and continue the security interest created by this Agreement.

**8. YOUR TERMS AND CONDITIONS** The terms and conditions stated in this Agreement are controlling over you. Any conflicting statements or terms listed on a purchase order, invoice confirmation or other documents generated by you (collectively, "Your Documents") are negated by this Agreement, and all differences or additional terms and conditions contained in any of You Documents are hereby objected to by us and made void.

**9. PAYMENT TERMS, RESALE RIGHTS AND CREDIT LIMITS**

**9.1 Currency** All payments shall be Great Britain Pounds and made by bank transfer.

**9.2 Credit** Credit limits and payment terms decisions are made, at our sole discretion, by an analysis of your current and historical financial information, bank references, trade references, and payment practices. To facilitate our determination of credit limits and payment terms, you will provide then current financial information to us on an annual basis, or more frequently if requested by us. We may withdraw or revise credit terms upon notice to you in the event that we determine, in our sole discretion, that such credit terms would create a commercially inappropriate credit risk to us.

**9.3 Interest** Without prejudice to any of our other rights or remedies under this Agreement, if any amount payable by the you under this Agreement is in arrears (whether or not any formal demand for payment has been made), such amount shall be payable on demand and shall bear interest at the rate of 1.5% per month (or, if less, the maximum rate permitted by applicable law), compounded daily (before and after any judgment) from the due date until payment in full is made. We reserve the right to suspend deliveries of CosmeticBases Product under this Agreement during such time that any amount payable by you is in arrears.

**9.4 Resale Prices** Nothing in this Agreement shall be construed to be contrary to your freedom to determine and have the sole responsibility for the prices you charge to Your Customers and for collection of such amounts. The timing of payments or non-payment by Your Customers to you shall not affect payment of sums due under this Agreement from the Customer to CosmeticBases.

**9.5 Taxes**

**9.5.1** The prices referred to in this Agreement (or OA) do not include taxes and other similar charges. You are responsible for, and shall pay or reimburse us for all taxes, including sales, use, value-added (VAT), goods and services (GST), gross receipts, excise, personal property, or other federal, state or local taxes, import duties, or any similar assessments based on the sale to you of CosmeticBases Product, or other services provided under this Agreement, and any penalties, interest and collection or withholding costs associated with any of the above, excluding taxes on our net income.

**9.5.2** If you are required by law to make any taxation deduction, withholding or payment from any amount paid or payable by you to us under this Agreement, the amount shall be increased to the extent necessary to ensure that, after making the taxation deduction, withholding or payment, we receive and retain (free of any liability in respect of such deduction, withholding or payment) a net amount equal to the amount that we would have received had no such taxation deduction, withholding or payment been made.

9.5.3 For international shipments, you will be the importer of record and is responsible for fulfilling quota terms, obtaining import licenses, paying any governmental or import taxes or fees, and preparing and submitting all required documentation in connection with importing the CosmeticBases Product.

**10. WARRANTIES** CosmeticBases warrants that it uses its best endeavours to employ Good Manufacturing Practice in the manufacture of the CosmeticBases Product.

**11. EXCLUSION OF WARRANTIES AND LICENCES**

11.1 Except for the express warranties given in Clause 10. hereinabove, we give no warranties or representations, and there shall be excluded from this Agreement any further warranties or conditions, either express or implied, statutory or otherwise, with regard to the CosmeticBases Product. Without prejudice to the generality of the foregoing, no implied warranties of quality or fitness for a particular purpose are given hereunder, and no implied warranty arising by usage or trade, course of dealing, or course of performance is made by CosmeticBases nor shall any such implied warranty arise by this Agreement and/or our and/or you conduct in relation hereto or to each other, and in no event shall we be liable on any such warranty with respect to any part or all of the CosmeticBases Product or any service provided by us hereunder.

11.2 Where we are acting as your Contract Manufacturer we are relying exclusively on the information you have provided for us to manufacture the CosmeticBases Product. Because of that, you agree to indemnify us and hold us harmless from any loss, exposure, damages losses and expenses of any type based upon our manufacture pursuant to an OA under which we act as Contract Manufacturer.

**12. TERMINATION**

12.1 Any OA-Sale Contract may be terminated by us forthwith at any time effective on giving written notice to you in the event of any of the following: (i) any transfer or assignment of the OA-Sale Contract by you without our prior written consent, or (ii) you becoming insolvent or committing any act of bankruptcy, or (iii) failure by you to make any payment due hereunder or to perform any of the other terms and conditions herein, provided any such failure is not cured within ten (10) days after written notice of same by us.

12.2 In the event of any termination, you must pay to us all fees and other amounts due and/or owing to us at the time of such termination.

12.3 You will have no claim against us for loss of prospective profits or expenditures in connection with your loss of your rights herein in the event of any termination made pursuant to an OA-Sale Contract.

12.4 An OA-Sale Contract may only be terminated in strict accordance with this Clause 12..

**13. DAMAGES AND THE APPORTIONMENT OF RISK**

13.1 The provisions of this Clause 13. shall not apply to the case of personal injury or death caused by our negligence. The exceptions set forth in this Clause 13.1 shall be hereinafter referred to as the "Exceptions".

13.2 Other than the Exceptions; in no event shall we be liable for any direct damages or loss (whether arising in contract, tort, by statute or otherwise) being loss which is reasonably foreseeable by the parties hereto at the time of entering into this Agreement (hereinafter "Direct Loss") in excess of the amount paid by you in relation to the CosmeticBases Product involved.

13.3 Other than the Exceptions; in no event whatsoever shall CosmeticBases be liable for any other form of loss or damage of whatsoever kind (whether arising in contract, tort, by statute or otherwise) – hereinafter "Consequential Loss".

13.4 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include damages at common law.

13.5 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include repudiatory damages or loss.

13.6 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include indirect damages or loss.

13.7 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include special damages or loss.

13.8 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include idiosyncratic damages or loss.

13.9 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include what is generally called 'consequential damages' or 'consequential loss'.

13.10 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include loss of anticipated profits by you.

13.11 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include loss of business opportunity by you.

13.12 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include loss of contracts by you.

13.13 Without limiting or derogating from the generality of the definition of Consequential Loss in Clause 13.3 hereinabove, for the avoidance of doubt Consequential Loss shall include demands against you by any third party or other like economic loss in connection with or arising out of this Agreement.

13.14 You and we hereby agree that it is the firm and mutual intention and agreement hereof to modify and exclude certain legal remedies available to the parties so as to apportion the risk arising hereunder in a fashion appropriate to the commercial arrangement expressed herein. Accordingly, this Clause 13. shall be construed and interpreted in strict accordance with the express intention of the parties hereto as set forth in this Clause 13. and this Agreement in general.

13.15 If any term, provision, sub-clause or part of this Clause 13. shall be held illegal or unenforceable, it is to that extent deemed omitted; the validity and enforceability of the remainder of this Clause 14. shall not be affected.

#### 14. DEFINITIONS AND INTERPRETATION

##### 14.1 Definitions

For the purposes of this Agreement the following words shall have the meaning set forth against them:

“Confidential Information” means any information relating to, connected to and/or which are the business or trade secrets of either party hereto including (but without limitation): (i) research, product plans, products, services, customers, customer lists and anticipated markets, channel partners, channel programmes, sales forecasts, processes, ideas, formulae and algorithms, technology, designs, diagrams, models and flow charts, drawings and schematics, documentation and specifications, databases and materials, works of authorship in progress, marketing, financial information and projections, business plans and needs, and employee information; (ii) the contents of or any part of the contents of any documentation supplied by any party to the other (whether completed or uncompleted); (iii) the marketing, sales, product developments and/or product plans of the parties hereto; (iv) the Product Information File; (v) the Formula and (vi) the content and provisions of this Agreement together with all matters, facts, events and occurrences connected with the parties hereto discharge of their respective obligations under it; and, in addition thereto and in respect of CosmeticBases Products.

“CosmeticBases Product” means the base topical cosmetic products and all other items of whatever kind that are set out in an OA (including, but without limitation, product produced by us acting as your Contract Manufacturer).

“Contract Manufacture” means the circumstance where the CosmeticBases Product described in the OA is not of our design or formulation but is manufactured by us to the specifications you have provided (including, without limitation, Formulae).

“Delivery Point” means the postal address set out in the relevant OA to which the CosmeticBases Product is to be delivered.

“Formula” means the recipe of the ingredients of the Cosmetic Bases Product including, but without limitation, with the proportions of such ingredients (whether by percentage volume or otherwise) set out in the Product Information File and the Safety Assessor’s Report.

“Good Manufacturing Practice” shall have the meaning set out in EU Regulation No. 1223/2009.

“Intellectual Property Rights” means copyright rights (including, but without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyright work), trademark rights (including, but without limitation trade names, trademarks, service marks, and trade dress), patent rights (including, but without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill, Non-Literal Elements (as defined hereinbelow), Preparatory Design Materials (as defined hereinbelow) and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of England (and any state thereof) or any other state, country or jurisdiction.

“Non-Literal Elements” means the distinctive and particular elements of a copyright work (of whatsoever kind or classification), graphics, design, organisation, presentation, layout, graphic user interface, navigation, trade dress and stylistic convention (including (but not limited to) the digital implementations of said distinctive and particular elements) and the total appearance, functional effect and impression substantially formed by the combination, coordination and interaction of said distinctive and particular elements.

“Preparatory Design Materials” means, in relation to a literary work (of whatsoever kind or classification), all of the materials produced in preparing and designing such literary work including, but without derogation from the generality of the foregoing, drafts, structural representations, architecture descriptions, flow-diagrams, flow-charts, algorithms, formulae, prototypes, test results and the like.

“Product Information File” means the whole document composed of the following as a minimum (all in respect of the ingredients used in the manufacture of the safety certified batch of the CosmeticBases Product): (i) raw material safety data sheets; (ii) raw material specification data sheets; (iii) Safety Assessor certified pack label content (front and back) – if any; (iv) challenge tests results (certified independent of manufacturer); (v) CosmeticBases Product ingredient list; (vi) stability test results (certified independent of manufacturer); (vii) pack specification (if any); (viii) raw material manufacturer safety declarations; (ix) raw material allergen specifications; (x) raw material manufacturer declarations as to animal derived substances; (xi) fragrance manufacturer IFRA conformity certificates (if any); and (xii) the relevant independent Safety Assessor Report.

“RMA” means ‘Return Material Authorisation’.

“Safety Assessor” the person who writes a Safety Assessment Report.

“Safety Assessor’s Report” means the report of the Safety Assessor under EU regulation 1223/2009 being part of the Product Information File.

“Target Delivery Date” means the date set out in the relevant OA.

“Total Purchase Price” means the amount set out in OA.

“Your Customers” means those third parties who enter into contracts with you for the purchase of CosmeticBases Product for the purpose of reselling the same.

## 14.2 Interpretation

14.2.1 All references to Clauses, Sub-clauses, Schedules and Appendices are to Clauses, Sub-clauses, Schedules and Appendices of this Agreement.

14.2.2 Words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations.

14.2.3 References to accounts, records, ‘copyright work’, ‘copyright works’, and/or information shall include any means or modes of storage or retrieval of the same including (but without limiting the generality of the foregoing) computer disk, sound recording, video recording, tape, cassette, CD, DVD, BD, microfiche, PDF, Internet, intranet and the like. References to ‘copyright work’, ‘copyright works’ and ‘literary works’ together with any copyright legal term of art shall be interpreted in accordance with the Copyright, Designs and Patents Act 1988.

14.2.4 References to and obligations that include the phrase ‘best endeavours’ shall be construed and interpreted as meaning that an obligation is placed upon the party in question to take one reasonable course (out of a selection of contemporaneously available reasonable courses) to achieve the aim or satisfy the obligation expressed and such course of action shall not be conducted in such a manner so as to involve any sacrifice of the obliged party’s commercial interests (whether with respect to this Agreement or generally).

14.2.5 The Clause Headings in this Agreement are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement.

14.2.6 The expressly defined words, terms, acronyms and phrases set out in Clause 14.1 hereinabove shall prevail over any conflicting interpretation hereof, howsoever made.

14.2.7 The parties hereto specifically represent, each to the other, that this Agreement is: (i) the exclusive and comprehensive exposition of their consensus on the subject-matter expressed herein; (ii) the definitive and exclusive authority on the respective rights and obligations of the parties hereto; and that any interpretation and/or construction hereof shall be made solely and exclusively with reference to the content hereof. Without derogation from the generality of the foregoing, no interpretation and/or construction hereof shall be made by any reference to any previous draft or previous issues of this Agreement nor by reference to the negotiations of the parties hereto preceding the execution hereof.

14.2.8 Notwithstanding the status and/or classification of the intangible elements of the CosmeticBases Product (with respect to Intellectual Property Rights) as a matter of law; any interpretation and/or construction thereof for the purposes of this Agreement shall treat it as a copyright work in the nature of a literary work.

14.2.9 Despite the fact that this is our standard terms of business; in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in your favour on the ground that such provision was drafted by us.

14.2.10 This Agreement may not be changed or modified in any way subsequent to the date of execution hereof except in writing by the parties hereto. Without prejudice to the generality of the foregoing, no implied term or variation, addition or deletion may arise by usage, custom or trade, course of dealing, representation or course of performance by our and/or your conduct in relation hereto or to each other.

15. MISCELLANEOUS

15.1 Ownership

15.1.1 The CosmeticBases Product and all parts thereof and all Intellectual Property Rights therein (including, but not limited to the Non-Literal Elements thereof and the Preparatory Design Material thereto) are and shall remain our property. Except only to the extent to which tangible property rights are expressly granted to you by this Agreement, no rights in or under such property shall pass to you.

15.1.2 The parties hereto represent, each to the other, their recognition that the information required by EU Law to be assembled pursuant to EC Regulation 1223/2009 (Cosmetic Product Safety Reports) is of paramount importance to the commercial transaction expressed herein. Consequent upon such recognition and to assist in the interpretation of this Agreement in certain terms, you and we have set out in this Agreement a definition of all of those materials that are usually assembled in order to comply with EC Regulation 1223/2009 and lawfully sell the CosmeticBases Product in the European Union and, for the purposes of this Agreement, such assembly of documentation is the Product Information File referred to in Clause 14.1.

15.1.3 The Product Information File and all parts thereof and all Intellectual Property Rights therein (including, but not limited to the Non-Literal Elements thereof and the Preparatory Design Material thereto) are and shall remain our property.

15.1.4 The Formula to the CosmeticBases Product (not subject to Contract Manufacture) and all parts thereof and all Intellectual Property Rights therein (including, but not limited to the Non-Literal Elements thereof and the Preparatory Design Material thereto) are and shall remain our property. Except only to the extent to which rights are expressly granted to you by this Agreement, no rights in or under such property shall pass to you.

16.3 Assignment and Novation No OA-Sale Contract may be assigned or transferred, in whole or in part, by you, or by operation of law, or otherwise, without the our express, specific, prior and written consent. We may assign any OA-Sale Contract (whether in whole or in part and whether novating this Agreement (including its benefits and burdens)) upon giving you written notice thereof and you hereby irrevocably and unconditionally assents to such assignment and novation.

16.4 Confidentiality Each party undertakes to keep and treat as confidential and not to disclose to any third party, any Confidential Information of the other nor make use of such Confidential Information for any purpose whatsoever, except for the purposes of this Agreement, provided that the foregoing obligation shall not extend to information which is:

(i) in or comes into the public domain other than by breach of this Agreement; (ii) in the possession of one party prior to receipt from the other party; (iii) received bona fide by one party from a third party not receiving the information directly or indirectly from the other party; (iv) required to be disclosed by law; (v) Confidential Information provided by us to ours safety assessors and other third parties relevant to our compliance with applicable regulations. This Clause is binding on all parties during the Agreement and for a period of ten (10) years after the expiration hereof.

16.5 Poaching CosmeticBases Employees During the term of this Agreement and for 1 (one) year thereafter, neither you nor any of its officers, employees or agents shall, whether directly or indirectly, make any offer of employment to any person who has been employed by us during the term hereof.

16.6 Force Majeure Neither party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute a breach of an OA-Sale Contract arising by reason of force majeure, namely, circumstances beyond the control of either of the parties hereto which shall include (but not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; breakdown of equipment and labour disputes of whatever nature and whatever cause arising, including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto and any other employer). For the avoidance of doubt, the provisions of this Clause shall apply in respect of anything which may constitute a breach of an OA-Sale Contract arising by reason of any infectious disease, epidemic or pandemic.

16.7 Waiver and Affirmation

16.7.1 A waiver by a party hereto of any provision of this an OA-Sale Contract shall only be effective upon the giving by the waiving party of specific, express and unequivocal notice of such waiver to the other party in writing (hereinafter a "Waiver Notice"). The giving of such Waiver Notice by a party in respect of any breach of any such provision of an OA-Sale Contract shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of any such provision or in any way prejudicing such party's right hereunder.

16.7.2 Always excepting the giving of a Waiver Notice: (i) failure by any party at any time to require the performance of any provision of an OA-Sale Contract shall not affect the right of such party to require full performance thereof at any time thereafter;

(ii) in no event shall any delay, neglect or forbearance on the part of any party in enforcing (in whole or in part) any provision of such OA-Sale Contract be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under that OA-Sale Contract; and (iii) no waiver shall arise (including, but not limited to, by usage or trade, course of dealing, course of performance and/or our and/or your conduct in relation hereto or to each other) in any circumstance whatsoever.

16.8 **Partial Ineffectiveness** If any term or provision or part of this Sale Agreement, not being of a fundamental nature, shall be held illegal or unenforceable, it is to that extent deemed omitted; the validity and enforceability of the remainder of this Agreement shall not be affected.

16.9 **Relationship of the Parties** It is hereby declared and acknowledged by the parties hereto that nothing herein shall constitute them partners or agents one for the other. No party shall have any authority to bind the other legally or equitably by contract, admission, acknowledgement, undertaking or estoppel, nor may any party claim from any other any losses suffered by him out of the operation of this Sale Agreement otherwise than is expressly provided herein.

16.10 **Survival Limitation** All claims of whatsoever nature against us arising out of or relating to this Agreement and/or an OA-Sale Contract, whether arising in contract, tort, or otherwise shall be barred after a period of six (6) months from the date on which you: (i) obtain knowledge (constructive or actual) of the breach and/or cause of action; or (ii) ought reasonably have known of the breach and/or cause of action (collectively the "Knowledge") save in respect of claims which are by then already the subject matter of formal legal proceedings issued by you within such six (6) month period. Irrespective of such Knowledge, all claims of whatsoever nature against us arising out of or relating to this Agreement and/or an OA-Sale Contract, whether arising in contract, tort, or otherwise are barred at the latest one (1) year from the date upon which the breach occurred or the cause of action arose (whichever is the earlier). Nothing in any OA-Sale Contract shall limit or exclude our liability for death or personal injury resulting from the negligence thereof.

16.11 **Controlling Language** You and we agree that the official and controlling language of this Agreement and all OA-Sale Contracts shall be English and undertake that all communications (including, but without limitation, notices, processes, certificates and any other document of whatsoever kind) between the parties with respect to this Agreement and any OA-Sale Contract shall be in the English Language.

16.12 **Prevailing Party** The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement or any OA-Sale Contract or any rights or obligations hereunder or arising herefrom, shall be entitled to receive its reasonable costs, expenses, and attorneys' fees of bringing or defending such arbitration, suit, or action.

16.13 **Representations** It is hereby declared and acknowledged by the parties hereto that neither party has made any representations to the other and neither party has acted on or relied upon any representation made by the other except as is expressly provided and set forth herein.

16.14 **Relationships with Third Parties** This Agreement and each and every OA-Sale Contract is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give or be construed to give any rights hereunder to any third party. Neither this Agreement nor the parties hereto intend to confer a third party beneficiary right of action upon any person or entity whatsoever, and nothing in this Agreement nor any OA-Sale Contract will be construed so as to confer upon any person or entity, other than the parties hereto, a right of action either under this Agreement, or otherwise, in any manner whatsoever.

16.15 **Entire Agreement** This Agreement together with each and every OA-Sale Contract constitutes the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations. We and you specifically represent, each to the other, that there are no additional, contemporaneous or supplemental agreements between them related in any way to the CosmeticBases Products provided hereunder or the use and service thereof.

16.16 **PROPER LAW** This Agreement and every OA-Sale Contract shall be governed and construed in accordance with the Laws of England and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts of Law. The parties hereto hereby agree that no party shall ever challenge the validity of this Clause 16.16 in any manner whatsoever nor in any forum wheresoever.