FABER-CASTELL

COSMETICS

General Terms and Conditions of Purchase of A.W. Faber-Castell Cosmetics GmbH 12/2025

1. General

1.1. These General Terms and Conditions of Purchase ("Terms and Conditions") apply to all business relationships with our business partners and suppliers ("Suppliers"). The Terms and Conditions apply only if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

The Terms apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the Supplier manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB), as well as to the provision of services ("Services"), unless otherwise agreed in an individual contract. Unless otherwise agreed, the terms and conditions in the version valid at the time of the buyer's order or, in any case, in the version last communicated to the supplier in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

1.2. These terms and conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, for example even if the supplier refers to its general terms and conditions in the order confirmation and we do not expressly object to this.

1.3. Individual agreements (e.g. framework supply contracts, quality assurance agreements, service contracts) and information in our order take precedence over the terms and conditions. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

1.4. Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these terms and conditions includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

1.5. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these terms and conditions.

2. Conclusion of contract

2.1. Our orders are offers to purchase or offers for services to be provided by the supplier, which are accepted by the supplier.

2.2. Orders must be in text form to be valid. Text form means transmission by fax or email. Verbal orders are only binding if we have confirmed them in writing or in text form.

2.3. The supplier may accept our order expressly (in text form) or tacitly by executing the order. If the supplier does not accept our order within ten (10) working days of receipt of the order, we are entitled to cancel the order.

2.4. We may make changes or additions to our order at any time until it is accepted by the supplier. Changes or additions to the order as well as changes to the contract must be made in text form.

3. Scope of delivery and services of the supplier

3.1. Delivery

The delivery of the contractual products shall be made DAP [Stein/Geroldsgrün] (Incoterms 2020), unless expressly agreed otherwise.

3.2. Delivery times

The delivery times specified in our orders are binding. Unless expressly agreed otherwise, the date of delivery shall be deemed to have been met when the goods are received by us.

3.3. Delay / Rights in the event of delay

As soon as the supplier has reason to believe that it will not be able to perform by the agreed delivery date, it must immediately notify us of the expected duration of the delay, stating the reasons for the delay. The supplier may only invoke causes of delay for which he is not responsible if he has fulfilled his obligation to notify us.

If the supplier is in default of delivery, we shall be entitled – to the extent required by law – to demand compensation for damages and/or to withdraw from the contract at our discretion after the expiry of a reasonable grace period. In addition, we shall be entitled to commission a third party to fulfil the contract and to demand reimbursement of the necessary expenses and additional costs from the contractor.

The supplier's right to subsequent performance and our obligation to accept the performance are excluded as soon as we demand compensation for damages instead of performance or withdraw from the contract after the expiry of the deadline. The same applies if we procure replacement by means of self-performance and demand compensation from the contractor for the necessary expenses and additional costs .

Notwithstanding the above rights, in the event of a delay in delivery, we shall be entitled to charge zero point two per cent (0.2%) of the value of the order per completed calendar day of the delay, but no more than five per cent (5%) in total as lump-sum compensation or to refuse payment in this amount, unless the supplier can prove that we have incurred less damage. The supplier is obliged to indemnify us on first request against any claims for damages (including the costs necessary for appropriate legal action) asserted against us by third parties as a result of the supplier's delay in delivery.

If, despite the delay in delivery, we agree to accept the goods, the additional costs incurred shall be borne in full by the supplier. Unconditional acceptance of the delayed delivery does not constitute a waiver of our claims for compensation due to the delayed delivery.

3.4. Partial deliveries, excess deliveries and advance deliveries

Partial, advance and multiple deliveries are only permitted if we have expressly agreed to them in writing in advance. In the

case of advance deliveries, we are entitled to store the goods at the supplier's expense until the agreed delivery date.

3.5. Changes to the delivery item

We may, within reasonable limits, request changes to the delivery item from the supplier. Additional and reduced prices as well as delivery dates shall be determined by mutual agreement and to a reasonable extent.

3.6. Spare parts

a. The supplier shall ensure and undertakes to ensure that we or our customers can be supplied with replacement parts for the contractual products for a period of a further ten (10) years after termination of the supply relationship at reasonable, standard commercial conditions.

b. The supplier is also entitled to supply spare parts that are comparable in type and function if it can no longer manufacture or stock the spare parts and has notified us in advance of the discontinuation of production of the original parts.

3.7. Sub-suppliers

The supplier may only commission subcontractors with our prior written consent. However, this does not establish a legal relationship between us and the subcontractors. The involvement of subcontractors does not release the supplier from its contractual responsibility towards us. The supplier is liable for the selection and any fault on the part of the subcontractor.

3.8. Packaging and shipping

The goods shall be delivered in packaging suitable for the product. Environmentally friendly packaging materials are to be preferred. The presentation, labelling and contents must comply with the respective legal regulations in the countries of destination specified in the order (including environmental protection regulations). Disposable packaging shall be taken back by the supplier at its own expense. If reusable packaging is used, the supplier shall provide the packaging on loan. The return shipment shall be at the expense and risk of the supplier.

If the packaging in which the goods are delivered arrives in a damaged condition, we are entitled to refuse acceptance of the shipment without checking the contents, provided that the damage is not insignificant. The return shipment shall be at the expense and risk of the supplier.

Each delivery must be accompanied by a delivery note containing the information specified by us, in particular the order number, description of goods, quantity and weight.

3.9. Default of acceptance

The statutory provisions shall apply to the occurrence of our default of acceptance. However, the supplier must expressly offer us its performance even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (BGB)). If the contract relates to a non-fungible item to be manufactured by the supplier (custom-made product), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

3.10. The delivery terms and conditions of A.W. Faber-Castell Cosmetics GmbH are an integral part of these General Terms and Conditions of Purchase and apply to all deliveries and services provided by suppliers. The customer confirms that they have taken note of the delivery terms and conditions and agree to their validity. The delivery terms and conditions are available on the Faber-Castell Cosmetics website at https://faber-castell-cosmetics.com/fileadmin/Content/Home/Anliefervorschriften_FC_Cosmetics_update_March2022.pdf and will be provided to the customer in written form upon request.

4. Retention of title

4.1. We always carry out the processing, mixing or combining (further processing) of items provided by the supplier ourselves, so that we are considered the manufacturer and acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

4.2. The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price. However, if, in individual cases, we accept an offer of transfer of ownership from the supplier conditional upon payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorised to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, simple retention of title extended to resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title and retention of title extended to further processing.

5. Prices

5.1. The prices for goods and services stated in the order are binding. If a price is not specified in the order, the price must be stated in the supplier's order confirmation. In this case, the stated price shall only be deemed agreed if it is confirmed by us in writing.

5.2. Unless expressly agreed otherwise in writing, all prices are quoted to the destination/place of use and include packaging, freight and transport costs, insurance, customs duties and other ancillary charges, as well as statutory value added tax. If, in exceptional cases, we agree to bear ancillary costs, these shall be charged at the verifiable cost price.

6. Invoices, terms of payment, assignment

6.1. Invoices

a. The supplier is obliged to issue a separate invoice for each order. We will only execute invoices if they comply with the statutory requirements and contain the usual commercial information, in particular the order date and the order number used by us. Invoices that do not contain this information will be rejected and do not constitute a due date.

b. Invoices must be issued in euros, unless expressly agreed otherwise. Statutory value added tax must be shown separately.

6.2. Due date

Unless expressly agreed otherwise in writing, payment shall be made fourteen (14) days minus four per cent (4%) discount or thirty (30) days after receipt of both a proper and verifiable invoice and the goods or the provision of the service, whichever date is later. If, in exceptional cases, we accept advance deliveries, the due date for the corresponding payment shall be based on the originally agreed delivery date. In the case of bank transfers, payment shall be deemed to have been made on time if our transfer order is verifiably received by our bank before the expiry of the payment deadline. Payments do not constitute acceptance of the delivery or service as being in accordance with the contract, but are made subject to subsequent claims. We do not owe any interest on arrears. The statutory provisions apply to late payments.

6.3. Rights of set-off and retention, defence of non-performance of contract

a. We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In the event of defective or incomplete deliveries, we are in particular entitled to withhold payment – without loss of discounts and similar payment benefits – as long as we still have claims against the supplier for incomplete or defective services.

b. The supplier shall only be entitled to a right of set-off or retention on the basis of legally established or undisputed counterclaims.

6.4. Assignment and factoring

The supplier may only assign its claims against us to third parties with our prior written consent. This also applies to factoring. Section 354a of the German Commercial Code (HGB) remains unaffected by this.

7. Incoming goods inspection / complaints

Insofar as the contract relates to the purchase of goods, the following provisions shall apply to the inspection of incoming goods/notification of defects.

7.1. Incoming goods inspection

a. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects that are apparent during our incoming goods inspection based on external examination, including the delivery documents (e.g. transport damage, incorrect or short delivery) or that are recognisable during our quality control in random sampling. If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected.

b. The inspection of goods at the supplier's factory or warehouse by us shall not be deemed to constitute delivery or acceptance.

7.2. Complaints

a. Defects discovered in this context shall be reported to the supplier within ten (10) working days of receipt of the goods. Other defects shall be reported to the supplier within ten (10) working days of their discovery. If these time limits are observed, the supplier cannot and will not invoke a delayed notification of defects.

b. In the event of a complaint that causes exceptional expenditure (e.g. with regard to transport, reworking, sorting), we reserve the right to charge the supplier a flat fee of up to EUR 100.00 per complaint. All other rights and obligations remain unaffected by this flat fee.

c. In the event of a complaint, the supplier is obliged to immediately carry out cause analyses and corrective measures. The supplier must submit a written statement regarding the complaint to us within a reasonable period of time (within five working days at the latest). The supplier must inform us immediately of any immediate measures by fax or email. The supplier must also inform us within a reasonable period of time whether there are any other products suspected of being defective in its possession or in transit to us.

8. Liability for defects

Insofar as the contract relates to the purchase of goods, the following provisions shall apply to liability for defects.

8.1. Warranty claims

a. Our rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the supplier are governed by the statutory provisions and, exclusively in our favour, by the following additions and clarifications.

b. The supplier warrants that the delivered goods comply with the agreed specifications, that they do not have any defects that impair their value or suitability and that they do not lack any of the warranted characteristics.

c. In the event of a material defect, we may, at our discretion, demand that the defect be remedied or that a defect-free item be delivered. The supplier shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour, material, installation and removal costs. This shall not apply if it transpires that there was in fact no defect and we recognised this or failed to recognise it through gross negligence.

d. If, in the case of a delivery batch in which individual defective contractual products have been identified, there is reasonable suspicion that other contractual products are also defective, we shall be entitled to return the entire batch at the supplier's expense and demand a replacement delivery. If this is possible and reasonable for us, the supplier may instead sort out the delivery batch on site at our premises within a reasonable period of time and replace defective parts.

e. If the supplier is in default with a subsequent performance owed, if this has failed, is unreasonable for us (e.g. if there is an acute danger or disproportionately large damage is imminent) or if the supplier agrees to this, we shall be entitled, at our discretion, to carry out the subsequent performance ourselves or through third parties at the supplier's expense, to reduce the price or withdraw from the contract and/or to demand compensation for damages or reimbursement of expenses.

f. In the event of a legal defect, i.e. if third parties can assert rights against us in relation to the contractual product, subsequent performance shall, at our discretion, either take the form of subsequent acquisition of the necessary rights or replacement of the contractual products affected by the legal defect with items that are at least equivalent in technical and functional terms and do not infringe any third-party rights.

g. The supplier is obliged to reimburse us for all expenses, costs and damages incurred as a result of the delivery of defective contractual products or the provision of defective services. Claims on a non-contractual basis, in particular those based on tort law, remain unaffected by this.

h. If the supplier uses third parties to perform the service, it shall be liable for them in the same way as for its vicarious agents.

8.2. Warranty period

a. The warranty period for material defects and/or defects of title is three (3) years and begins upon delivery of the goods to us. Notwithstanding this, a warranty period of five (5) years from delivery shall apply to goods that have been used for a building in accordance with their normal use. If, in individual cases, a longer limitation period applies due to statutory provisions, this shall apply.

b. The warranty period shall be suspended by the notification of defects. In the event of subsequent performance, the warranty period for the repaired or replaced goods shall recommence, unless the supplier has expressly and correctly reserved the right to provide subsequent performance only as a gesture of goodwill or to avoid disputes, and also unless only a minor part of the goods has been repaired.

8.3. Supplier recourse

a. We are entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b and Sections 445c, 327 (5) and 327u of the German Civil Code (BGB)) without restriction in addition to our claims for defects. In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in each individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (Section 439 (1) BGB) is not restricted by this.

b. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), we shall notify the supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.

c. Our claims for supplier recourse shall also apply if the defective goods have been connected to another product or further processed in any other way by us, our customer or a third party, e.g. through assembly, attachment or installation.

9. Product liability, product safety

Insofar as the contract relates to the purchase of goods, the following provisions shall apply to product liability and product safety.

9.1. Product liability

a. The supplier guarantees that the delivered goods are free from design, material and manufacturing defects and correspond to the latest state of the art. The supplier further warrants that all statutory provisions, regulations and other rules relating to the delivery item – such as EN 71, CE standards and all safety and environmental regulations – are complied with. This also includes agreements with carriers and regulations on the shipment of hazardous substances.

b. If claims are made against us by third parties on the basis of product liability law due to defects in the goods or other causes within the supplier's area of responsibility, the supplier shall indemnify us against such claims to the extent that the supplier would itself be liable in the external relationship. This also includes indemnification for the reasonable and necessary costs of legal defence.

c. If we have to assume that recall campaigns or other measures to prevent damage ( ) are necessary due to defects in the goods or other causes within the supplier's area of responsibility, or if this is ordered by the authorities, the supplier shall reimburse us for the necessary costs and expenses. We shall inform the supplier of the content and scope of such measures before they are initiated, insofar as this is reasonable. Further legal claims shall remain unaffected.

9.2. Product safety

a. The supplier is obliged to ensure compliance with all safety requirements for the goods to be delivered by means of ongoing checks and other suitable measures, to document this and to provide us with corresponding evidence at any time upon request. The necessary documents must be kept for at least six (6) years from the last delivery of the goods to us.

b. If findings from the supplier's own product monitoring, statements by third parties or measures taken by authorities indicate that contractual products may have safety-related defects, the supplier shall inform us of this immediately and unsolicited in writing and in advance by telephone.

c. The supplier shall take appropriate measures, where possible by labelling the contractual products, to ensure that it is possible to quickly identify and trace which contractual products delivered to us and when are likely to have a safety-related defect. This data must be communicated to us immediately upon request. If the supplier fails to comply with its labelling obligation or does so inadequately, it shall reimburse us for all costs incurred in checking the entire series for any defects.

10. Intellectual property

10.1. Faber-Castell shall receive an unrestricted, irrevocable, transferable, sublicensable, worldwide and unlimited right of use for all types of use, valid for all types of use, to use the contractual products in every conceivable way. This includes in particular:

a. Processing, modification, editing, further processing and adaptation of the Contract Products;

b. the integration or extraction of the Contract Products into other products;

c. the marketing, distribution and sale of the Contract Products or products manufactured from them;

d. any other commercial or non-commercial use;

e. the transfer and unlimited sublicensing of the above rights.

10.2. Faber-Castell is not obliged to report to the supplier on the use of the Contract Products, to obtain licences or other consents, or to pay any additional fees.

10.3. Faber-Castell may transfer its unrestricted right of use to the Contract Products in whole or in part to companies affiliated with Faber-Castell within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) and grant them further unrestricted rights of use to the Contract Products for all types of use without requiring the consent of the Supplier or any other parties involved.

10.4. The supplier guarantees that it and all subcontractors and suppliers employed by it in the performance of this contract, in particular in the delivery of the contractual products, do not infringe any third-party rights (in particular third-party property rights such as patents, trademarks, utility models and design patents, copyrights, etc.) and that the Contractual Products also comply with all competition law and public law requirements (in particular with regard to designations, descriptions or advertising statements for the Contractual Products).

11. Indemnification

11.1. The supplier undertakes to indemnify us against all other contractual or statutory claims by third parties arising from the non-contractual delivery of the contractual products or non-contractual performance, from culpable breaches of contract and from tortious acts by the supplier or its vicarious agents or assistants. This also applies to any legal costs incurred in defending against such claims.

11.2. The indemnification shall also apply in the event that the goods or services delivered by the supplier or by subcontractors or suppliers employed by it infringe the rights of third parties, in particular property rights such as patents, utility models and designs, trademark rights, and/or the goods do not comply with competition law or public law requirements (in particular with regard to designations, descriptions or advertising statements for the contractual products). This applies in particular to any designations, descriptions or advertising statements for the goods provided or attached by the supplier.

11.3. The statutory liability provisions apply to the provision of services.

12. Rights of termination

If the contract is for the provision of a service, the following right of termination applies:

12.1. Unless otherwise specified in the order, contracts for services are concluded for an indefinite period. The contract may be terminated by either party with 3 months' notice to the end of a calendar month. Notice of termination must be given in writing.

12.2. The right to terminate the contract for good cause remains unaffected.

13. Insurance

13.1. The supplier shall take out business liability insurance with extended product liability cover and recall cost insurance at its own expense to cover the product liability risks arising from the contractual products, with a minimum cover amount of EUR 5,000,000 5.000.000 . The supplier shall provide evidence of insurance cover upon request.

13.2. Other insurance premiums paid by the supplier shall only be reimbursed if we had expressly requested the conclusion of the insurance in the written order.

14. Aids for the execution of orders

14.1. Aids made available to the supplier

a. We reserve title to all tools and other items that we make available to the supplier for the execution of the order. In addition, we are entitled to all property rights to illustrations, drawings, calculations and other documents that we make available to the supplier for the execution of the order.

b. The items and documents provided must be kept confidential from third parties, may not be reproduced and may only be used for the execution of our orders. They must be clearly marked as our property. The supplier undertakes to maintain and treat the items and documents provided with care. The supplier is obliged to hand over the items and documents to us immediately after execution of the order without being expressly requested to do so.

14.2. Tools made by the supplier

a. Tools, samples, drawings and other aids produced by the supplier for the execution of orders and paid for in full by us become our property at the time of manufacture. The handover is replaced by the supplier storing them for us free of charge; they may only be used to execute our orders and, at our discretion, must either be handed over to us immediately at no further cost after completion of the contract or in the event of delivery difficulties, or continue to be stored for us. The supplier shall clearly mark the aforementioned items as our property and draw the attention of third parties who wish to assert claims to them to our right of ownership. The supplier shall notify us immediately of any such event. Intervention costs shall be borne by the supplier.

b. The supplier undertakes to store the aforementioned items securely, to insure, care for, maintain and repair them and to remedy normal wear and tear; the necessary expenses for this shall be covered by the purchase price for the items. We shall be entitled to enter the supplier's business premises at any time during normal business hours in order to inspect the aforementioned items and

c. inspect the supplier's documents relating to these items.

d. If, with our consent, the supplier commissions a subcontractor to manufacture tools and samples for the execution of our orders, the supplier shall assign to us its claims against the subcontractor for the transfer of ownership of the tools and samples.

15. Provisions

15.1. Advance payments or deliveries (provisions) made by us remain our property.

15.2. The supplier undertakes to use the supplies exclusively for the execution of our orders. The supplier shall store our supplies separately and indicate our ownership of the supplies themselves and in its business records. The supplier shall confirm this to us in writing. Furthermore, we are entitled at any time during normal business hours to verify on site that the goods or supplies are stored separately and properly marked.

15.3. Goods manufactured on the basis of our order for which we have made a down payment or provided materials shall become our property. The transfer of ownership shall be replaced by the supplier storing the goods for us free of charge with the diligence of a prudent businessman. The supplier shall not acquire ownership in the event that our provision is processed into a new item. Any processing shall be carried out by the supplier on our behalf. If the supplier acquires co-ownership through combination or mixing, it shall transfer its co-ownership share to us. The transfer of ownership shall be replaced by the supplier storing the item for us free of charge.

15.4. The supplier shall notify us immediately of any access by third parties to the goods belonging to us and shall support us in every way in the intervention, the costs of which shall be borne by the supplier. The obligation to notify shall apply accordingly in the event of the initiation of composition or insolvency proceedings. A right of retention on the part of the supplier is excluded in all cases.

16. Right of audit

16.1. Faber-Castell or third parties commissioned by Faber-Castell as well as customers of Faber-Castell are entitled, after giving 48 hours' advance notice, to enter the supplier's premises during normal business hours and without disrupting business operations in order to inspect all documents, books and records relating to this contract, or the contractual products underlying this contract and the supplier's manufacturing process. The supplier undertakes to retain such documents for a period of at least 10 (ten) years after the last delivery of the contractual products to Faber-Castell. This shall not apply if otherwise agreed or if a longer period is required by law. This right also extends to audits conducted jointly with customers of Faber-Castell.

16.2. Faber-Castell's right to audit includes, in particular (but not exclusively), the examination of the following points:

a. compliance with quality-related requirements

b. compliance with the attached Code of Conduct for Business Partners of the Faber-Castell Group (Appendix [x])

c. compliance with legal and regulatory requirements

d. compliance with this agreement.

16.3. In the event of imminent danger, which is particularly the case in the event of potential legal violations or impending product recalls, Faber-Castell is entitled, in deviation from Section XVI.1, to carry out the audit even without the advance notice period specified therein.

17. Confidentiality, advertising

17.1. Confidentiality

The supplier shall use the knowledge, experience, manufacturing processes and working methods acquired by it in the course of executing our orders exclusively for the execution of orders from Faber-Castell companies and shall not use them, either directly or indirectly, for itself or for third parties outside the scope of the order agreed with us. The supplier is obliged to maintain absolute confidentiality towards third parties with regard to this contractual relationship, the operational matters that become known to it through the execution of the order and the results it has produced in the broadest sense, in particular data, regulations, samples, drawings, designs and technical information. The supplier shall only pass on confidential information to its own employees to the extent that this is absolutely necessary for the performance of the contract and the employees are also obliged to maintain confidentiality. The obligation to maintain confidentiality shall continue to apply even after the business relationship with us has ended. The obligation to maintain confidentiality shall not apply to any of the aforementioned information that is clearly and recognisably intended for the general public or was already freely available to the public, or to any information that was or becomes known to the supplier without any obligation to maintain confidentiality. The supplier shall be responsible for providing evidence of this. If the supplier is required to disclose confidential information due to mandatory legal provisions, an enforceable court ruling or an enforceable order by an authority, we must be informed of this immediately in writing.

17.2. Advertising

The use of our orders, our name, our brand, our logo or our corporate design for advertising purposes, including use as a reference, is only permitted with our express prior written consent.

18. Force majeure

18.1. In cases of force majeure, the parties shall be released from their respective performance obligations to the extent and for the duration of the disruption. Force majeure shall include all external circumstances beyond the control of the contracting parties and which are unforeseeable, such as natural disasters, acts of war, unrest, official orders or fire.

18.2. If the event of force majeure lasts longer than three (3) months, we shall be entitled to withdraw from the contract.

19. Compliance with the provisions of the Minimum Wage Act and declaration of exemption

19.1. The supplier undertakes, insofar as it falls within the scope of the Minimum Wage Act (MiLoG), to take all necessary measures to comply with the provisions of the MiLoG and to comply with the provisions without restriction. In particular, it guarantees to pay all employees at least the statutory minimum wage in accordance with § 1 MiLoG.

19.2. Insofar as the supplier is entitled to use subcontractors to perform its services, it undertakes to take all necessary measures to ensure that the subcontractors it uses also comply with the provisions of the MiLoG, insofar as they fall within the scope of the MiLoG.

19.3. In compliance with all legal provisions, the supplier grants us a right of inspection with regard to compliance with the provisions of the MiLoG. We are entitled to request current

evidence (time sheets, anonymised pay slips and employee lists) from the supplier and any subcontractors used by the supplier at any time.

19.4. The supplier undertakes to indemnify us in full and upon first request against all claims by third parties asserted on the basis of or in connection with violations of the MiLoG by the supplier and/or its subcontractors. This applies in particular to claims asserted against us pursuant to Section 13 MiLoG in conjunction with Section 14 AEntG, as well as to any additional social security contributions and resulting fines.

20. Behavioural requirements and sustainability obligations

20.1. The supplier undertakes to comply with the Code of Conduct for Business Partners of the Faber-Castell Group. This is available on our website at [https://www.faber-castell.com/legal/compliance/code-of-conduct] and forms an integral part of the contract.

20.2. The supplier warrants that it will only place relevant raw materials and relevant products on the market, make them available on the market or export them in accordance with the Deforestation Regulation (EU) 2023/1115 (Deforestation Regulation) if they are deforestation-free, have been produced in accordance with the relevant legislation of the country of production and are covered by a due diligence declaration. The due diligence declaration shall be made available to us.

20.3. Before placing relevant products on the market, making them available on the market or exporting them in accordance with the Deforestation Regulation, the supplier undertakes to comply with and implement the due diligence obligations set out in the Deforestation Regulation. Furthermore, the supplier is obliged to carry out a risk assessment before placing the products on the market in accordance with Article 10 of the Deforestation Regulation. The risk assessment must be submitted to us upon request.

20.4. If the risk assessment pursuant to Article 10 of the Deforestation Regulation reveals a non-negligible risk , the supplier is obliged to take appropriate risk mitigation measures before placing the product on the market.

21. Export regulations

21.1. The supplier must comply with all requirements of applicable national and international customs and foreign trade law and obtain the necessary permits, unless applicable foreign trade law stipulates that we or a third party, rather than the supplier, are obliged to obtain the necessary permits.

21.2. At our request, which includes the specific markets to which the goods to be manufactured by the supplier are to be delivered by us, the supplier is obliged to inform us in writing which raw materials, components, assemblies, devices, equipment, etc. are subject to export or re-export restrictions under the foreign trade regulations of the Federal Republic of Germany or, where applicable, the US Export Regulations.

22. Place of performance

The place of performance for all obligations arising from the contractual relationship shall be Stein near Nuremberg or the registered office of the ordering Faber-Castell company, provided that the specific legal nature of the obligation does not preclude this.

23. Applicable law and place of jurisdiction

23.1. The law of the Federal Republic of Germany shall apply, excluding conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG), unless otherwise expressly agreed in writing.

23.2. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Nuremberg. At our discretion, we may also bring an action before the court responsible for the supplier's registered office or the court of the place of performance. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

24. Final provisions

24.1. Data protection

We only collect data from the supplier that is necessary for the execution of the order and the processing of the contract on the basis of legal permission and use this data only for the purposes to which the supplier has consented.

24.2. Compliance with legal requirements

The supplier must comply with all legal requirements, even if these are not explicitly mentioned in the general terms and conditions of purchase, as well as with the recognised state of the art in science and technology, in particular the relevant technical standards and applicable directives and regulations. The supplier shall likewise oblige its subcontractors to comply with the legal requirements.

24.3. Operational regulations

The supplier shall ensure that all persons employed or commissioned by it to execute our orders comply with the rules and regulations applicable in our premises and with the instructions issued in connection therewith when they enter our premises. It shall inform the relevant persons in an appropriate manner to ensure that these obligations are fulfilled.

24.4. Ancillary agreements

Ancillary agreements to these General Terms and Conditions of Purchase must be made in writing or text form to be valid.

FABER-CASTELL

COSMETICS

Special conditions of A.W. Faber-Castell Cosmetics GmbH

12/2025

These special terms and conditions apply in addition to the General Terms and Conditions of Purchase for all purchases by A.W. Faber-Castell Cosmetics GmbH of cosmetic products, raw materials and packaging materials for cosmetics (**contract products**).

A.W. Faber-Castell Cosmetics GmbH (hereinafter referred to as Faber-Castell) is part of the Faber-Castell Group and, as a partner to the international cosmetics industry, is one of the leading private label manufacturers of decorative cosmetics. Based on its own developments and using innovative technologies, it manufactures high-quality products for the face, eyes, lips and nails.

1. Quality of the contractual products

1.1. The parties shall specify the required quality of the contractual products and their product information in the order. The supplier may only deviate from the information, specifications, offers, minutes of negotiations, drawings, sketches, technical documentation or other documents contained in the order or agreed in each individual case ("product specifications"), insofar as these are available, with the prior written consent of Faber-Castell.

1.2. The supplier is obliged to obtain Faber-Castell's prior approval for any changes in the production process, in the materials used or deviations from quality assurance agreements. The delivery of modified contractual products without the prior written consent of Faber-Castell is not permitted. If Faber-Castell agrees, updated technical documentation, safety data sheets, test reports or other relevant documents must be provided unsolicited and immediately after each change.

1.3. The supplier guarantees that the production and distribution of the contractual products will be carried out in accordance with the relevant legal provisions, including, but not limited to, the EU Cosmetics Regulation (EC) 1223/2009, the German Cosmetics Regulation, the German Food, Commodities and Feed Code (LFGB), the Packaging Act and the legal requirements for waste management.

1.4. If the supplier delivers contract products manufactured by itself, it warrants that these have been manufactured in accordance with good manufacturing practice as defined in Article 8(1) of the EU Cosmetics Regulation. In addition, the supplier warrants that production is carried out in accordance with DIN EN ISO 22716 (Guidelines on Good Manufacturing Practice for Cosmetics) in its current version. Furthermore, the supplier guarantees that it has not carried out or commissioned any animal testing in contravention of Article 18(1) of the EU Cosmetics Regulation.

1.5. The supplier guarantees that contractual products are safe in accordance with Article 3 of the EU Cosmetics Regulation. To confirm the product's compliance with Article 3 of the EU Cosmetics Regulation, the supplier shall ensure that a safety assessment has been carried out in accordance with Article 10 of the EU Cosmetics Regulation. The relevant safety report in accordance with Article 10(1) of the EU Cosmetics Regulation shall be provided by the supplier at the request of Faber-Castell. In addition, the supplier guarantees that it maintains a product information file in accordance with Article 11(1) of the EU Cosmetics Regulation and makes this available to the authorities upon request and, if there is a legitimate interest, also provides Faber-Castell with information from this file.

1.6. At Faber-Castell's request, the order shall be accompanied in part or in full by the description of the contract product, proof of the effect advertised for the contract product, raw material and standard specifications, limit sample agreements, recipes for the contract products, raw material data for the contract products, as well as development data (storage tests, migration tests, panel tests and dermatological tests), and AQL tests, as well as any existing ISO certifications, to the order.

1.7. If Faber-Castell itself manufactures a cosmetic product from the contractual products, the supplier shall support Faber-Castell free of charge in the safety assessment, registration and specification of the product information file, including a corresponding complete safety assessment, and shall provide Faber-Castell with all necessary documents for this purpose.

1.8. Should future legislation in Germany, the European Union or other target countries impose further or different information requirements with regard to the marketing of the contractual products, the supplier undertakes to provide this information immediately upon request by Faber-Castell.

2. REACH Regulation

2.1. The supplier guarantees that its deliveries comply with the current legal requirements in accordance with EC Regulation 1907/2006/EC concerning the registration, evaluation, authorisation and restriction of chemicals (REACH Regulation).

2.2. The substances used by the supplier in its products must, if required by the provisions of the REACH Regulation, have been pre-registered or registered after the expiry of the transition periods, unless the substance is exempt from the registration requirement.

2.3. Where necessary, the supplier undertakes to provide safety data sheets in accordance with Article 31 of the REACH Regulation or to provide the information required under Article 32 of the REACH Regulation. A safety data sheet in the language of the recipient country shall be provided to Faber-Castell in the cases defined in Article 31(1) to (3) of the REACH Regulation. In addition, the supplier shall inform Faber-Castell of the information required under Article 33 of the REACH Regulation.

2.4. A supplier based outside the EU Member States must be exempted from its registration obligation by appointing an only representative in accordance with Article 8 of the REACH Regulation. If this only representative has carried out a pre-registration or registration covering the supply, the supplier is required to attach a corresponding certificate to the supply. In addition, the supplier must inform Faber-Castell of the sole representative based in the EU, stating their name and address in the European Union.

3. ECHA requirements

The supplier is obliged to inform Faber-Castell unsolicited and without delay if the materials used by them and thus the contractual products manufactured by the supplier contain

SVHC substances ("Substances of Very High Concern" – published on the website of the European Chemicals Agency (ECHA) at: https://echa.europa.eu/information-on-chemicals/candidate-list-substances-in-articles-table) in excess of 0.1% by weight.

4. Packaging, labelling and shipping of the contractual products

4.1. All deliveries must be clearly traceable at the supplier and its upstream suppliers by means of the order number, date of manufacture and batch number. The supplier must ensure the FIFO principle (first in, first out) through appropriate warehouse management.

4.2. Each delivery of contractual products must also be accompanied by a delivery note and a test certificate that complies with the applicable technical standards. In addition, the following data and shipping documents must be provided together with the goods: Faber-Castell's own material and order numbers as well as description, fill quantity, any necessary hazardous goods labelling, special information required by Faber-Castell and supplier batch numbers, if the supplier uses such numbers or Faber-Castell requires them. This data must be noted on each box. Each pallet delivered must also be clearly marked with the contents and the exact sender address of the supplier. Any partial deliveries, which are only permitted on the basis of a special agreement, must be marked as such.

5. Transfer of manufacturing know-how

5.1. If the supplier is dependent on Faber-Castell's know-how (hereinafter referred to as "manufacturing know-how") in order to be able to produce the contractual products flawlessly, Faber-Castell shall decide at its own discretion whether and to what extent Faber-Castell will make manufacturing know-how available. Faber-Castell shall only transfer the manufacturing know-how to the supplier for the term of this contract and for the purpose of performing this contract. The manufacturing know-how relates in particular to technical knowledge and experience regarding the development and manufacture of the contractual products. The manufacturing know-how may be provided to the Supplier in the form of technical documentation, plans, drawings, recipes and/or verbal instructions from Faber-Castell.

5.2. The supplier expressly acknowledges that it has only acquired the manufacturing know-how through its transfer by Faber-Castell and did not possess it previously. If, at the time of transfer of the manufacturing know-how, the supplier discovers that it was already known to it, it must notify Faber-Castell of this within a preclusive period of 7 (seven) working days from the date of transfer and provide evidence of this in the form of suitable documents. If the supplier fails to provide this evidence, it shall be irrefutably assumed that the supplier was not previously aware of the manufacturing know-how.

5.3. The supplier may use the manufacturing know-how exclusively for the performance of this contract, namely for the production of the contract product; the supplier is not entitled to use it for other customers or for itself or for any other purposes contrary to the contract during and after the term of this contract. In particular, the supplier is also not entitled to register or have registered in its own name or through third parties any property rights that affect the manufacturing know-how.

5.4. The supplier is obliged to treat the manufacturing know-how as strictly confidential and to make it accessible to third parties only to the extent that this is absolutely necessary for the purpose of the contract and these persons have also been bound to secrecy in the same way as the supplier under this contract.

6. Export regulations

For each delivery, the supplier undertakes to provide the information necessary for customs clearance, in particular the export list number (AL number), the Export Control Classification Number (ECCN), the Harmonised System code number (HS code) and the country code.