

General Terms & Conditions of PURCHASE of:

CAPI LUX L.L.C.

**established in UAE, Abu Dhabi Airport Free Zone,
with license no. ADAFZ00233
and of its associated companies and/or any of its authorized Agents;**

applicable to all purchase transactions with regard to goods and/or services.

1 - Applicability

- a. These General Terms and Conditions apply to all purchases and agreements for the purchase of goods and/or services by Capi Lux L.L.C. ("Goods and/or Services") from a supplier ("Supplier") ("parties"), whether in written or oral form. Capi Lux L.L.C. is a UAE company based in Abu Dhabi Airport Free Zone and as such part of the Capi-Lux Group, whose holding company is Capi-Lux Holding B.V., having its registered office in Amsterdam (the Netherlands).
- b. The applicability of any Supplier terms and conditions are explicitly rejected.
- c. Any derogation from the General Terms and Conditions shall only apply when such derogation has been accepted in advance by us in writing.
- d. We engage several independent agents, who request for offers and purchase Goods and/or Services on our behalf ("Agents").

2 – Agreement

- a. Any offer made by us to purchase Goods and/or Services from a Supplier shall not be binding until accepted in writing by us.
- b. The contract for purchase between us and a Supplier shall be final and binding upon the parties on the earlier of the date of dispatch (by post, e-mail and/or by telefax) by a Supplier of:
 - our written purchase order confirmation (which is issued subject to these General Terms and Conditions); and
 - the Supplier's pro forma invoice (which is issued subject to these General Terms and Conditions).
- c. Promises made by, or arrangements made with us shall not be binding unless these have been confirmed by us (excluding any Agent) in writing.
- d. These General Terms and Conditions, our written purchase order confirmation, the Supplier's pro forma invoice and any matters confirmed in writing in accordance with clause 2c. above ("Agreement"), represent the entire agreement between us and a Supplier in respect of the purchase of Goods and/or Services by us.
- e. Any variation and amendment to these General Terms and Conditions shall be valid only if agreed between the parties in writing. Termination of these General Terms and Conditions by the Supplier will only be valid upon our agreement to such termination in writing.

3 - Prices

- a. The Supplier shall have no right to increase any prices for Goods and/or Services agreed by us in respect of an Order ("**Prices**").

4 - Delivery

- a. The anticipated delivery date for the Goods and/or Services ("Delivery Date") shall be notified to us by the Supplier and agreed by us in writing prior to the date the Goods and/or Services are available to be shipped to us.
- b. The Delivery Date shall be considered to be a firm date, unless explicitly agreed otherwise by us in writing.
- c. Supplier shall not be entitled to make partial deliveries, unless explicitly agreed upon otherwise by us in writing.
- d. In the event that Supplier is in default with regard to the agreed Delivery Date, we shall have the right but not the obligation to terminate the Agreement and/ or may elect to be refunded by the Supplier for the Price as prepaid by us to the Supplier at an interest calculated at 1% a month from the agreed Delivery Date until we are fully refunded the Price as prepaid by us.
- e. Unless explicitly agreed upon otherwise, delivery shall be made "Delivery Duty Paid" (DDP), according to the (at the time the contract for purchase between us and a Supplier shall become final and binding upon the parties in accordance with clause 2.b above) most recent edition of Incoterms, as issued by the International Chamber of Commerce, ("Delivery", and the term "Delivered" shall be construed accordingly).

5 – Packaging of Goods

- a. The Supplier shall pack the Goods with proper care and shall be liable for any damage and losses caused by insufficient packaging of and/or damage to and/or destruction of this packaging or the Goods.
- b. We shall not be obliged to pay the costs of packaging, unless explicitly agreed otherwise in writing.
- c. The Supplier shall accept the return of any packaging of Goods or demand by us or our Agent at Supplier's cost, and the Supplier shall collect said packaging from our premises as notified to the Supplier and shall promptly refund any sums charged to us by the Supplier for said packaging.
- d. Supplier shall provide packaging information upon request.
- e. With respect to all Goods marketed or intended to be marketed in the EU, Suppliers of Private Label products and licensees are required to maintain a complete packaging dossier in accordance with / as stipulated in the applicable EU Packaging and Packaging Waste Directives. The supplier warrants that it is at all times able to provide us and/or the authorities with this packaging dossier upon request. Failure to provide a complete or accurate packaging dossier may result in penalties from local authorities. Any penalties imposed by regulatory authorities as a result of an incomplete or inaccurate packaging dossier shall be borne by the Supplier and the Supplier indemnifies us for all penalties imposed on us and for all direct and indirect damages and costs related to the lack of or failure to provide a packaging dossier.

6 - Transport

- a. Transportation and unloading of Goods shall be at the expense and risk of the Supplier, unless explicitly agreed otherwise by us in writing.
- b. The Supplier must present a delivery note immediately at the unloading of the Goods. The signing by us of the delivery note shall solely be a confirmation of the receipt of the delivered Goods and does not imply any approval of (the quality or the quantity) of the delivered Goods and does not discharge the Supplier of any guarantee and/or liability in respect of the Goods.
- c. The Supplier shall be obliged to provide all necessary securities for the documents needed to transport the Goods and/or Services to the place of destination.

7 - Returned Goods

- a. In case of, as a result of actions or failure to act by the Supplier, there is a situation in the market and/or there is a change in the marketability of Goods we may return Goods and be provided with a full refund of the relevant Price on return.
- b. In case the Goods deviate regarding packaging or labelling from what is usual for the goods of similar nature to the Goods, (for instance so-called "action lots"), we may return the Goods to the Supplier within twelve months after the Delivery, and be provided with a full refund of the relevant Price on return.
- c. The Supplier is liable for all costs of return of Goods.

8 – Risk and transfer

- a. Until the Delivery, the Supplier shall bear the risk for the Goods.
- b. In the event that we make any payment to the Supplier for Goods before Delivery, title in the relevant Goods shall transfer to us as of the time of payment.
- c. On transfer of title in any Goods occurring pursuant to clause 8b, before Delivery, then the Supplier shall be obliged to identify the relevant Goods as our property and to store and take proper care of said identified Goods, as well as to insure them and keep them insured for our benefit.

9 - Payment

- a. Payment of the Price shall take place within sixty days after the last to occur of the following:
 - Delivery;
 - approval of the Goods and/or Services by us;
 - receipt of an invoice for Goods and/or Services by us which complies with the requirements stated in this clause 9.

- b. We may in our discretion, acting reasonably, be entitled to require security from the Supplier with regard to the fulfilment of the Supplier's obligations under the Agreement. We may suspend the fulfilment of any of our obligations under the Agreement until the Supplier has provided the requested security.
- c. In the event that we make any payment for Goods and/or Services in advance, we have the right, at all times, before making said payments, to require from the Supplier the provision of security which is sufficient in our discretion.
- d. Irrespective of the fact whether the amounts concerned are due or not, we may set-off against any amounts due and payable by us to the Supplier (or to companies associated with the Supplier) the amount of any claims we (or any party associated with us) may have against the Supplier (or any companies associated with the Supplier).
- e. The invoices to be sent to us by the Supplier shall fulfil the requirements set by or by virtue of the applicable Laws and Regulations.
- f. The invoices of the Supplier must be accompanied by a detailed description of the nature of costs and the specific Goods and/or Services, signed for approval by a person authorized by us.
- g. Invoices issued not in compliance with the requirements set out in this clause 9 shall not be valid.

10 – Guarantee

- a. The Supplier shall repair (where in our opinion this is possible) or replace Goods and/or Services with any defect ("Defective Goods and/or Services") at its cost (including the cost of return of Goods and/or Services which have been delivered/supplied), without prejudice to the Supplier's liability and our rights under the Agreement and in law.
- b. We may carry out any actions (or have these carried out by a third party), at the Supplier's expense, in case the Supplier delays in, or does not, repair Defective Goods and/or Services sufficiently (in our reasonable opinion), or if time is of the essence for us in respect of the reparation of the Defective Goods and/or Services and the Supplier is unable or unwilling to repair the Defective Goods and/or Services in the timeframe required by us.
- c. These General Terms and Conditions shall apply unimpaired to any Goods and/or Services repaired or replaced.
- d. The Supplier shall hold harmless and indemnify us (including our employees, agents and customers) against any and all loss, expense (including legal fees, penalties, interest and any other costs), damage, liability arising from any claims by third parties with regard to Defective Goods and/or Services.
- e. Any report of an independent expert concerning Defective Goods and/or Services shall be conclusive evidence of, and be deemed agreed between the parties, the condition of the relevant Goods and/or Services. The report need not refer or relate to, or include any information on, the identity of our clients, or the location of the relevant Goods and/or Services.
- f. We (or any third party on our behalf) may, at all times, inspect or test Goods and/or Services, wherever these may be. Without prejudice to the obligations of the Supplier under the Agreement. The Supplier shall provide all access, information and facilities necessary for such inspection or test, including the necessary provision of access to its employees and any relevant materials.
- g. Costs in connection with any inspection or a test, shall be the responsibility of the Supplier, except for our (or a relevant third party's, as relevant) personnel costs. For the avoidance of doubt, we may use (or have used) or put into use Delivered Goods and/or supplied Services, before an inspection or test has taken place and such use is without prejudice to our rights under this clause 10.
- h. We shall inform the Supplier of rejection of any Goods and/or Services (if possible within two weeks after arrival at our warehouse), and (notwithstanding any other provision of the Agreement) Delivery of the relevant Goods and/or supply of the relevant Services (to the extent they would otherwise have been deemed to be have been Delivered/Supplied) will be deemed not to have taken place in the event of such rejection. Where Goods and/or Services would, but for the rejection, have been deemed Delivered Goods and/or Supplied Services, the Supplier

will accept their return (which return costs shall be for the Supplier), and the provisions of this clause 10 shall apply to such returned Goods and/or Services.

- i. Reparation or replacement of any Goods and/or Services by the Supplier as required under the Agreement must take place within the time-limit stipulated by us, and in such a way that the relevant Goods and/or Services fulfil the approval requirements, without prejudice to any other of our rights
- j. Rejection by us of any Goods and/or Services shall also entitle us to suspend payment of the Price for such Goods and/or Services.

11 - Liability

- a. The Supplier shall be liable for all and any direct or indirect loss, damage and costs, including business or moral damage, loss of profit and damage to goodwill, arising from Defective Goods and/or Services, whether attributable or not to the Supplier and/or caused directly or indirectly by natural persons or legal entities working for or on behalf of the Supplier, or by any employee of any of them.
- b. The Supplier shall hold harmless and indemnify us against all direct or indirect loss, including business or moral damage and damage to goodwill, arising from any claim by third parties.
- c. The Supplier shall insure his liability under the Agreement to a sufficient amount and shall provide us with a copy of the insurance policy if requested.
- d. Under no circumstances will we be liable for any business or moral damage, damage to goodwill, consequential or any other indirect loss.
- e. Notwithstanding and without limiting the foregoing, our total liability under the Agreement is limited to the total amount of the Price of Goods and/or Services the subject of the matter giving rise to the loss.

12 - Termination

- a. We may terminate the Agreement or relevant sales order immediately on notice, without any judicial or tribunal intervention, and without prejudice to our rights under the Agreement and in law which have accrued to, or are referable to the period up to, the date of such termination (without being liable to pay any compensation to the Supplier), in the event:
 - that the Supplier does not, not in time or not sufficiently, fulfil one or more of its obligations under the Agreement; or
 - there is serious doubt in our opinion as to the ability of the Supplier being able to fulfil such obligations; or
 - of bankruptcy, suspension of payments, complete or partial stoppage of work, liquidation, transfer or encumbrance of the Customer's business, including the transfer or pledging of an important part of its accounts receivable; or
 - that any assets of the Supplier are attached before judgment or in execution.
- b. In case Goods and/or Services have been Delivered/Supplied as at the date of termination of this Agreement, we may, in our discretion:
 - keep such Goods and/or Services, subject to the payment of Price for such Goods and/or Services; or
 - return such Goods and/or Services to the Supplier, at the Supplier's risk and expense, and the Supplier shall promptly refund to us any amounts already paid for such Goods and/or Services,without prejudice to any other of our rights.
- c. We shall have the right, in any claim against the Supplier, to recover from the Supplier all costs and expenses incurred by us in bringing such claim and enforcing any judgment or order.

13- Quality and industrial and intellectual property rights in the Goods and/or Services

- a. The Supplier warrants and represents that the Goods are:
 - original and originating from the manufacturer stated on the packaging and labels (therefore not produced under license), as well as in accordance with the standards of quality intended by said manufacturer, and without any faults or defects;

- fit for their purpose and suitable for sale to re-sellers and (finally) for sale to and use by consumers;
 - provided with the original and (with regard to design and colouring) most recent, and current packaging and labelling of the manufacturer;
 - in accordance with the requirements of the Agreement, any of our specifications and conform to any samples in respect of such Goods as approved by us;
 - in accordance with national, European and other international rules and regulations as apply to the Goods, including the requirement of the bearing of the original batch or code numbers;
 - conform to their identity as referred to on their packaging and labels.
- b. The Supplier warrants and represents that:
- neither the Goods nor their use infringes any logotype, trademark rights, copyrights or any other industrial or intellectual property rights of any third parties or any other rights of any third parties;
 - the Goods have been placed on the market by the owners of the industrial or intellectual property rights in the Goods (“IP Right Holders”) either directly themselves, or with their permission (in the event the Supplier did not buy the Goods directly from the relevant IP Right Holder).
- c. The Supplier indemnifies us and our clients against all and any losses, costs and expenses arising from any claim related to a breach of any warranties given in the Agreement. If requested, the Supplier will furnish us with the names and other details of its own suppliers, if we in its turn are required or reasonably desire to furnish those details to a third party.
- d. The Supplier indemnifies us against all and any losses, costs and expenses arising from any claim by a third party (including an IP Right Holder) in respect of industrial and intellectual property rights relating to the Goods.

14 - Sustainability & Corporate Social Responsibility

- a. Supplier takes Sustainability aspects / Corporate Social Responsibility into account with regard to production of, trade in and transportation of Goods that are sold and delivered to the Client.
- b. We have developed a Supplier Code which describes our expectations of our Suppliers regarding good business conduct, human rights and labour conditions, health and safety, and safeguarding the environment such as reducing energy consumption and (packaging) waste, ensuring water stewardship, sourcing sustainable raw materials and protecting biodiversity and ensuring animal welfare. We expect our Suppliers to comply and adhere to our Supplier Code as well as to all applicable international and local legislation in these fields. The Supplier agrees to adhere to these terms and will:
- Conduct business with integrity and good conduct: this means a zero tolerance policy with regard to any form of bribery, corruption, fraud or other illegal transactions.
 - Respect human rights and ensure fair labour conditions: any form of child labour, forced labour, modern slavery and harsh or inhumane treatment of employees is prohibited.
 - Ensure a safe and healthy working environment: mental and physical well-being of employees, workers and subcontractors are being promoted at all times.
 - Safeguard the environment: such as reducing energy consumption and (packaging) waste, ensuring water stewardship, sourcing sustainable raw materials and protecting biodiversity and ensuring animal welfare.
- c. The Supplier at its turn shall work with suppliers and partners that comply with the minimum standards of our Supplier Code.
- d. Our Supplier Code is part of the purchase agreements we conclude with our Suppliers, whether in written or oral form and at the moment of conclusion of such agreement the Supplier agrees to adhering to the respective requirements as stipulated in our Supplier Code.
- e. Private Label suppliers and Licensed brands suppliers shall have a social compliance audit scheme certification and should have an environmental and/or social management system in place. Examples include but are not limited to BSCI, SMETA, SA8000, ISO14001, ISO45001. Certification and audit reports are provided by the Supplier upon our request.
- f. Suppliers of Food and Liquor Goods shall have a food safety management system in place and the respective certification is provided upon start of the Agreement.

- g. Suppliers of Dangerous Goods shall provide us with an MSDS file at the start of the Agreement.

15 - General

- a. In the event that one or more provisions of the Agreement, are found to be legally invalid, the remaining provisions of the Agreement shall remain in force and effect.
- b. The Supplier shall keep all information relating to our business, the Agreement and which has been brought or come to its knowledge within the framework of the negotiations relating to the Agreement secure, in strictest confidence and shall not disclose it (or any part of it) to any third party and shall not use such information for any purpose other than to perform its obligations under the Agreement.
- c. Our rights under the Agreement may be enforced by any Agent at any time.
- d. Any and all disputes arising out of or in connection with the formation, performance, interpretation, nullification, termination, validation of these General Terms and Conditions, or further agreements resulting therefrom, shall be referred to and settled by arbitration in accordance with the provisions set forth under the Arbitration Rules of the Netherlands Arbitration Institute (the "NAI") ("Rules") and:
- the arbitral tribunal will consist of one arbitrator appointed in compliance with the Rules;
 - the seat of the arbitration shall be the The Netherlands and arbitration hearings shall take place in Amsterdam, The Netherlands;
 - the arbitral proceedings shall be conducted, recorded and documented in the English language;
 - the governing law to be applied to the arbitration shall be the law of The Netherlands;
 - the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including, the allocation of such costs and expenses between the parties;
 - the award of the arbitrators shall be final and binding upon the parties;
 - the parties submit to the non-exclusive jurisdiction of the courts of the UAE (including without limitation the courts of the DIFC) for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this clause and/or may enforce the award through The Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, 1958 in any jurisdiction which is a signatory to that convention, or through such other convention or treaty allowing enforcement of awards and/or judgments in foreign jurisdictions;
 - neither of the parties will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause.
 - the parties will not object to or challenge any application to enforce, any arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause in any court and will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.
- e. The Agreement and all matters arising or resulting from or in connection with the Agreement, shall be governed by the laws of The Netherlands.
- f. The Supplier shall, during the term of the Agreement and for six (6) months thereafter refrain from accepting any requests for Goods and/or Services materially similar to the Goods and/or Services, either directly or indirectly, from our customers (in connection with the Goods and/or Services), or from any party with whom we are in negotiations with, or have concluded an agreement with, in relation to any matters concerning the supply of Goods and/or Services supplied by us.