

## China

### Terms & Conditions (for Goods and Services)

#### 1. Application and governing terms

The acceptance of a purchase order issued by the purchaser ("BUYER") or other means of ordering from any vendor, supplier or service provider (however called and which in any event will incorporate BUYER's purchase order) ("SUPPLIER"; together with BUYER, the "PARTIES") shall constitute acceptance without reservations or restrictions of these general purchasing terms ("T&C"), as well as of any terms and conditions featuring on the purchase order and any special terms and conditions negotiated between the Parties, to the exclusion of any SUPPLIER's terms and conditions. Should a specific purchasing agreement be negotiated by the Parties ("Agreement"), such Agreement will prevail over these T&C unless otherwise stated in such Agreement. The provisions of such Agreement will apply to any purchase orders placed in reference of such Agreement, to the exclusions of any other terms and conditions. Each and every purchase order issued by Buyer and accepted by Supplier are independent from each other and shall, in no event, be deemed to create a long term business relationship between the BUYER and the SUPPLIER.

#### 2. No changes to Purchase Order

The SUPPLIER shall fully comply with the BUYER's purchase order. No changes shall be made by SUPPLIER (in its order confirmation or otherwise) to the terms of BUYER's purchase order, without the BUYER's prior written authorization. BUYER shall have no liability whatsoever for any non-authorized amended purchase order, whether such order has been partially or fully fulfilled.

#### 3. Prices - Invoicing - Payment

##### 3.1 Prices

The applicable prices are those agreed upon by and between the SUPPLIER and the BUYER and featured on the purchase order. If no price is stated on the purchase order, the goods and/or services shall be invoiced at the latest price quoted by SUPPLIER, at the latest price paid by BUYER to SUPPLIER, or at the prevailing market price, whichever is lowest. The prices shall be net of any taxes and duties and shall include the costs of delivery of the goods or performance of the services ordered in

accordance with Article 4 below. The SUPPLIER may not change the prices or rates of purchase orders that are currently in progress. Prices shall include transportation and packaging. Any qualitative and quantitative discounts, rebates and price reductions offered and/or displayed by the SUPPLIER shall be immediately and fully applicable to the BUYER.

##### 3.2 Invoicing

Prices stated on the invoices shall be in BUYER's country's local currency (unless otherwise agreed). Invoices shall be addressed to BUYER's name and in accordance with the relevant BUYER's invoicing instructions set forth on <https://www.wellacompany.com/supplier>.

Invoices shall be in compliance with all Applicable Laws and shall include at least the following information:

- The purchase order reference number,
- A detailed description of the goods and/or services,
- The amounts of recoverable and non-recoverable taxes (e.g. VAT),
- SUPPLIER's and BUYER's VAT numbers.

In the event of a concurrent delivery for several purchase orders, the SUPPLIER shall issue separate invoice for each purchase order. Any incomplete or erroneous invoice may be rejected and/or returned by BUYER to SUPPLIER.

##### 3.3 Payment

Unless otherwise stated in an Agreement, BUYER shall pay invoices in accordance with the payment terms set forth in the purchase order. If exceptions to payment terms apply, each purchase order will detail the relevant payment terms. Payment will occur according to BUYER's payment processes by batch. BUYER may withhold payment in the event SUPPLIER has failed to perform any of its obligations under these T&C, until such failure to perform is cured, including but not limited to the situation in which SUPPLIER's invoice is inaccurate or does not meet the invoice requirements set forth in Article 3.2, goods or services are non-compliant (whether qualitative or quantitative) or in case of suspected or confirmed breach of Article 7 by the SUPPLIER).

#### 4. Delivery-Transfer of Title and of Risk

##### 4.1 Incoterm, Delivery point, Packaging

Unless otherwise stated in an Agreement or in the relevant purchase order, the goods shall be delivered at place (DAP incoterms 2020) to the agreed delivery place. The SUPPLIER shall deliver the goods and/or perform the services at the place

indicated in the purchase order. The SUPPLIER shall be responsible for packaging the goods to enable them to withstand transportation, handling and storage without damage. The SUPPLIER shall compensate the BUYER for any breakage, missing elements or damage caused by inadequate packaging. All packages must be clearly identified as indicated by the BUYER including by means of the BUYER's reference number if any .

#### **4.2 Transfer of title and of risk**

The transfer of title shall occur concurrently with the transfer of risks as per the DAP incoterms 2020. SUPPLIER shall deliver the goods and/or perform the services with good and marketable title, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options or other encumbrances of any kind ("Liens"). SUPPLIER will keep any of BUYERS' property in the possession or the control of SUPPLIER or any of its subcontractors free and clear of any Liens and will identify it as BUYER's property. Such transfer of title and risk shall not prejudice BUYER's rights under Article 6.

### **5. Delivery Deadlines**

**5.1.** SUPPLIER acknowledges and agrees that time is of the essence. Any agreed delivery deadlines shall be deemed to constitute a stringent, essential and determining precondition of the BUYER's consent to placing a purchase order. Therefore, the SUPPLIER shall be fully liable for any damages and payment of contractual penalties resulting from any delays in delivery.

**5.2.** In case of delay in delivery, BUYER may charge the SUPPLIER penalties amounting to 2% of the value of the purchase order (excluding VAT) per week of delay, up to a maximum of 30%. In the event that BUYER's losses arising from or associated with the delay exceeds the foregoing penalties, BUYER's has the right to claim the exceeding losses against SUPPLIER..

In addition to the foregoing, in the event of delay, the BUYER shall be automatically entitled to withhold any sums due to SUPPLIER until the goods and/or services ordered have been delivered and/or performed in full. Furthermore, the BUYER shall also be entitled to either (i) cancel the purchase order as set forth in Article 8.1 and resign from the purchase or (ii) reduce the purchase price to the corresponding fraction of the purchase order value while retaining any goods already delivered and/or enjoying any services already performed.

### **6. Warranty regarding Compliance/Quality Of The Goods And/Or Services Delivered and Remedies in Case of Breach**

#### **6.1. Inspection and Acceptance**

Reception and/or payment of the goods and/or services shall not be deemed acceptance.

Notwithstanding the foregoing, BUYER may proceed with an inspection. Any goods or services rejected further to inspection or discovery, will entitle BUYER' at its discretion to either (i) a full refund of the goods and/or services, (ii) having the services reperformed and/or the goods redelivered by the SUPPLIER, or (iii) having SUPPLIER to bear all costs related to the BUYER's procurement of the goods or services from an alternative source, without prejudice to claim damages as per Article 11. In addition, SUPPLIER shall be liable for any costs and expenses (e.g. analysis, transport, storage, destruction, redelivery, press release,...) associated with a recall campaign resulting from a non-compliance of the goods.

#### **6.2 Representations and warranties**

The SUPPLIER hereby represents and warrants that (i) it has full right, power, and authority to enter into a purchase order, (ii) the goods delivered and/or services performed (including, where applicable, the packaging and labelling), shall upon delivery and, if applicable for the duration of shelf life, (a) be fit for purpose, free from any defects or adulteration and meet or exceed the agreed specifications; (b) be manufactured and delivered and/or performed in compliance with all applicable federal, state, local and foreign laws, regulations, orders, agency or standards, including but not limited to those relating to import and export, those relating to BUYER's purchase of the goods and/or services and SUPPLIER's delivery of the goods and/or services, those for the manufacture, labeling, transportation, licensing, approval or certification in respect of goods for use for cosmetic, hair and fragrance products and those addressing anti-bribery and anti-corruption, anti-trust, financial crimes (such as money laundering), economic and trade sanctions, data privacy ("Applicable Laws"); (c) shall be in compliance with all samples and written statements provided by SUPPLIER and accepted by BUYER hereunder; (d) the goods shall, at the time of delivery, have 100% of their respective remaining shelf life, and (e) with good title, free and clear of any Lien, (iii) services will be performed by a sufficient number of appropriately experienced, qualified and trained professional service personnel with all due skill, care and diligence and (iv)

goods and/or services will, in no event, infringe any patents, trademarks, trade secrets, proprietary information, or other intellectual property rights.

### **6.3. SUPPLIER liability for hidden or latent defects**

Notwithstanding any inspection of the goods by BUYER, as referred to in Article 6.1, SUPPLIER shall be liable for any defect of the goods, including hidden or latent, detected at any time by BUYER, even if such liability is not mandatory under Applicable Laws.

## **7. Compliance**

### **7.1. Compliance with laws.**

(a) SUPPLIER shall comply, and shall require all persons acting on its behalf to comply, with all Applicable Laws and any other laws pertaining to the SUPPLIER and/or the performance of its obligations under a purchase order.

SUPPLIER shall not take any action in violation of any Applicable Law that could result in liability being imposed on BUYER.

(b) Sanctions: SUPPLIER shall comply with applicable economic and trade sanctions laws, regulations, embargoes or similar restrictive measures administered, enacted or enforced, including, without limitation, by the US, UK, EU, United Nations, and hereby warrants, that no entity or member of its company or of its Affiliates including their officers, directors, employees or agents (together: "SUPPLIER's Group") is on any sanction list. For the purpose of these T&C, Affiliate shall mean any company, partnership or other entity which directly or indirectly Controls, is Controlled by or is under common Control with either Party, and "Control" means, with respect to any company or other entity, the ownership of more than fifty percent (50%) of the issued share capital of such company or other entity, or the legal power to direct or cause the direction of the general management and policies of such company or entity.

(c) Anti-bribery:

(i) Upon acceptance of a purchase order, SUPPLIER agrees to, and to cause its personnel to, comply at all times during the term of any purchase order with the terms of the Wella Code of Conduct for Business Partners as set forth on Wella's website: <https://www.wellacompany.com/supplier>. SUPPLIER shall return the acknowledgment form contained in this Code duly completed and signed before commencing work with BUYER,

(ii) SUPPLIER shall promptly report to BUYER any suspected or confirmed violation of Applicable Laws or the Wella Code of Conduct for Business Partners in connection with the

performance of its obligations under a purchase order,

(iii) SUPPLIER shall, upon BUYER's request, certify to BUYER in writing signed by an officer of SUPPLIER that the SUPPLIER, and all persons acting on its behalf in connection with the purchase order, are in compliance with the obligations set out in this Article 7,

(iv) SUPPLIER represents that none of its shareholders, directors, officers, partners, employees, agents or any other persons who are able to exercise control over the business or operations of the SUPPLIER is an official, employee or representative of, or a person acting in an official capacity for any: (i) government or government department or agency, (ii) entity controlled or owned by a government or government department or agency, or (iii) public international organisation or political party; and/or a candidate for public office ("Public Official"). The SUPPLIER shall promptly notify BUYER if any such person becomes a Public Official during the term of the purchase order;

(v) the SUPPLIER represents that none of its shareholders, directors, officers, partners, employees, agents or any other persons who are able to exercise control over the business or operations of the SUPPLIER is an individual or entity appearing on any of: (i) the Specially Designated Nationals and Blocked Persons list maintained by the US Treasury Department's office of Foreign Assets Control; (ii) the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HM Treasury's consolidated list of financial sanctions targets; and/or (iii) any similar list maintained by, or public announcement of Sanctions Laws designation made by, any other relevant authority. The SUPPLIER shall promptly notify BUYER if any such person or entity appears on any such lists, (vi) SUPPLIER shall notify BUYER promptly of any development or circumstance that would or might render incorrect or misleading any representation, warranty, covenant or undertaking in this Article;

(vii) If BUYER reasonably believes that there has, or may have been, a breach of any of the obligations in this Article, BUYER may, without prejudice to its right to cancel the purchase order as set forth in these T&C:

- suspend the delivery of goods and/or services until such time as BUYER has received confirmation to its satisfaction that no breach has occurred or, if a breach has occurred, that no such breach will occur again (and BUYER shall not be liable to SUPPLIER for any costs

incurred by SUPPLIER during the period of the suspension); and/or

- audit SUPPLIER financial and other books and records.

(viii) SUPPLIER shall indemnify and hold BUYER and its Affiliates harmless against any costs incurred by, or awarded against, BUYER or its Affiliates as a result of any breach of this Article by SUPPLIER or persons acting on its behalf.

(d) Data privacy. SUPPLIER shall fully comply with the terms and conditions of the Data Privacy Addendum as attached.

## **8. Purchase Order Cancellation**

The BUYER may cancel (partially or entirely) a purchase order (i) if the SUPPLIER fails to perform any of its obligations hereunder. In such event, SUPPLIER shall return, to the BUYER all sums paid by BUYER in connection with the cancelled (part of the) order, notwithstanding BUYER's right to claim for damages., (ii) for convenience with five working days written notice period before shipment of the corresponding goods or full performance of the services.

## **9. Confidentiality & Security Requirements**

### **9.1 Confidentiality**

The SUPPLIER undertakes to keep confidential any information, whether technical, scientific, commercial or other in connection with the order and the BUYER which is marked as confidential or which, based on its nature or the nature of its provision, should be reasonably treated as confidential. The SUPPLIER shall not disclose such information to any third party and shall ensure that its employees, agents, suppliers and subcontractors comply with such obligation. The SUPPLIER shall refrain from mentioning the BUYER as one of its references, from publishing any written document, including technical notes, photographs, images and sounds on any medium whatsoever regarding any aspect relating to the BUYER and/or to the goods and/or services that are the subject matter of the order, without the BUYER's prior written consent. Under no circumstances may any order give rise to any direct or indirect advertising of any kind without the BUYER's written authorization.

### **9.2 Security Requirements**

The SUPPLIER shall implement and maintain, at its cost and expense, appropriate technical and organizational measures in relation to the provision of the goods and/or the services, which shall remain continuously consistent with best industry

standard practices and technologies.

The BUYER reserves the right, throughout the validity of a purchase order, to periodically request the SUPPLIER to complete a new Buyer risk assessment questionnaire.

The SUPPLIER shall notify BUYER without undue delay after becoming aware of an actual or suspected security incident. Where the SUPPLIER is affected by a security incident or potential security incident, it shall take whatever action it deems is necessary to minimize the impact of such event and prevent such events recurring. The SUPPLIER shall bear the cost of such action or preventative measures where the loss, damage or destruction or unauthorized access arises as a result of a breach by the SUPPLIER of its obligations under a purchase order.

## **10. Insurance**

Unless otherwise agreed between the Parties, the SUPPLIER shall insure the goods, with a reputable insurance company, at its own expense (including all deductibles) for all risk of physical loss or damage from any external cause during transportation, for a minimum coverage of USD 1,000,000. At the BUYER's request and prior to the transportation of the goods, the SUPPLIER shall prove existence of such insurance by providing a certificate of insurance detailing its coverage and deductibles. SUPPLIER shall, throughout the validity of a purchase order and the applicable statute of limitations periods related hereto, maintain (i) commercial general liability insurance policy (including where relevant product liability, professional liability and contractual liability protection) related to the goods and/or services of not less than USD 5,000,000 *per occurrence* with an aggregate limit of USD 10,000,000, (ii) workers' compensation insurance in the benefit amounts required by Applicable Laws of the location in which SUPPLIER has employees performing work related to a purchase order, (iii) employer's liability insurance with respect to such employees written on a *per occurrence* basis with a minimum limit of USD1,000,000 per accident, (iv) Cyber Liability coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage) with a limit of not less than USD 1,000,000 per occurrence and USD 5,000,000 in the aggregate. Such coverage will have no deductible and no sub-threshold, and (v) any other insurance policy as required by BUYER, all upon terms satisfactory to BUYER.

Such insurance shall be maintained with reputable insurance companies with AM Best rating of at least "A". It is understood and agreed that these insurances shall not be construed to limit SUPPLIER's liability with respect to its indemnification obligations hereunder. SUPPLIER shall provide a certificate of insurance evidencing such liability insurance coverage to BUYER upon request by BUYER. SUPPLIER may not cancel any policies required by this Article without giving sixty (60) days prior written notice to BUYER and unless BUYER consents in writing to cancellation of such policies.

#### **11. Indemnification**

Without limiting any rights under a separate agreement or statutory law, SUPPLIER shall fully indemnify, defend and hold harmless BUYER, its Affiliates and its and their respective agents, officers, directors and employees from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, legal fees and expenses (collectively "CLAIMS"), arising out of or related to any of the following (1) SUPPLIER's breach of any representation or warranty (2) SUPPLIER's breach of any provision of these T&C including without limitation Articles 6. and 7; (3) negligence, gross negligence, intentional or willful misconduct of SUPPLIER or SUPPLIER's subcontractors or their respective employees or other representatives in relation to or connection with these T&C or the performance of duties hereunder; or (4) bodily injury, death or damage to personal property arising out of or relating to SUPPLIER's performance.

#### **12. Ownership of Intellectual Property**

##### **12.1 BUYER's Intellectual Property**

The BUYER shall retain full ownership of all intellectual property rights owned by the BUYER prior to the respective purchase order, in particular over any elements, documents, rights and information that it entrusts to the SUPPLIER for the purposes of the order, including images, know-how, processes, methods, formulas, blueprints, calculations, etc. Unless otherwise expressly agreed, BUYER does not license any of its intellectual property rights to SUPPLIER, or allow any use of it. Once the order is met, the SUPPLIER undertakes to return all the elements entrusted to it by the BUYER and not to retain any copies thereof in any form whatsoever.

##### **12.2 Creations**

BUYER shall own any works and related intellectual property

rights (including without limitation copyrights, designs, inventions and marks) created (i) by or on behalf of SUPPLIER in fulfillment of its contractual duties towards BUYER, (ii) by anybody in connection with services provided or works created under an order, or (iii) to the extent created as a direct result of the goods/services (collectively, "BUYER'S IP"). BUYER'S IP created by SUPPLIER is considered a work made for hire to the extent available under copyright and/or other intellectual property ("IP") law. To the extent BUYER'S IP is not considered work made for hire, SUPPLIER assigns to BUYER royalty-free, worldwide, perpetually, and irrevocably, all rights in BUYER'S IP to the fullest extent permitted by law. To the extent such an assignment is not legally permissible, SUPPLIER grants BUYER an exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable and unrestricted license to such BUYER'S IP to the fullest extent permitted by law. SUPPLIER will execute any documents that BUYER reasonably determines are necessary to document BUYER'S rights in BUYER'S IP or to secure or perfect any IP RIGHTS relating to BUYER'S IP. SUPPLIER will cause its employees or subcontractors' employees to assign to SUPPLIER any BUYER'S IP created by such employees or subcontractors' employees and to comply with SUPPLIER'S obligations set forth in this Article 12. To the extent legally permissible, SUPPLIER waives any moral rights in BUYER'S IP, including but not limited to the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation. To the extent such waiver is not legally permissible; BUYER will have the irrevocable right to exercise any moral rights in BUYER'S IP on SUPPLIER'S behalf to the fullest extent permitted by law.

##### **12.3 SUPPLIER's Intellectual Property**

In addition and with respect to rights not vested in or assigned or licensed exclusively to BUYER in accordance with Article 12.2, SUPPLIER grants BUYER a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable license under any intellectual property or other rights included in the goods and/or services necessary to use in any way, and to receive the full benefit of, the goods and/or services and any resulting work product including, to copy, maintain, support, modify, enhance or further develop the goods and services and resulting works.

#### **13. Force Majeure**

Neither Party shall be liable for any failure or delay in the

performance of its obligations under a purchase order to the extent this failure or delay both: (a) is caused by any of the following: acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other similar unusual governmental action; extraordinary elements of nature or acts of God; and (b) could not have been prevented by the non-performing Party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing Party through the use of substitute services, alternate sources, work-around plans, or other means by which the requirements of a buyer of goods and/or services substantively similar to the goods and/or services would be satisfied. Events meeting both of the above criteria are referred to as "Force Majeure Events".

SUPPLIER expressly acknowledges that Force Majeure Events do not include vandalism, the regulatory acts of governmental agencies, labor strikes at a Party's facilities, or the non-performance of personnel relied on for the performance or delivery of the goods and/or services unless such failure or non-performance by personnel is itself caused by a Force Majeure Event.

Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such Party continues to attempt to recommence performance or observance to the greatest extent possible without delay. Notwithstanding any other provision of this article, a Force Majeure Event shall obligate SUPPLIER to implement a disaster recovery plan as may be specifically requested by BUYER. If a Force Majeure Event causes a failure or delay in the performance of SUPPLIER's obligations under a purchase order for more than ten (10) consecutive days, BUYER may, at its option, and in addition to any other rights BUYER may have, procure the goods and/or services or similar goods and/or services from an alternate source until SUPPLIER is again able to provide the goods or deliverables. If a Force Majeure Event causes a material failure or delay for more than thirty (30) consecutive days, BUYER may, at its option, and in addition to any other rights BUYER may have, cancel the purchase order without liability to SUPPLIER.

#### **14. Subcontracting - Assignment**

**14.1.** SUPPLIER shall not sub-contract any of its right and/or obligations under a purchase order or purport to do so,

without the prior written consent of BUYER. Subject to the foregoing, such subcontracting shall not relieve SUPPLIER of any of its obligations under the purchase order and SUPPLIER shall remain liable for the proper delivery of the goods and/or performance of the services by such authorized subcontractors and for the acts and omissions of such authorized subcontractors.

**14.2.** Subject to Article 14.3, no purchase order or Agreement or any claims thereunder may be assigned, pledged or transferred to a third party by either Party without the express prior written consent of the other Party.

**14.3.** Notwithstanding Article 14.2 and notwithstanding anything to the contrary in these T&C or an Agreement (i) BUYER may assign, novate, contribute or otherwise transfer, including also through (de)merger or any other means of transfer by operation of law, a purchase order and the contractual position (i.e. all of its rights and obligations) under such purchase order to any Affiliate of Wella, without the prior written consent from SUPPLIER; and (ii) to the extent legally required, SUPPLIER hereby consents in advance to any such assignment, novation, contribution, or other means of transfer, including also (de)merger or any other means of transfer by operation of law (as applicable), waives any applicable formalities or actions in relation thereto and, to the extent certain formalities or actions would nevertheless be required, undertakes to cooperate and take any action that may be required to effectuate the assignment, novation, contribution or other transfer, including also (de)merger or any other means of transfer by operation of law, of any purchase order governed by these T&C and BUYER's contractual position under such purchase order in accordance with this clause and Applicable Laws.

#### **15. Audit**

SUPPLIER shall keep such records of all services performed or deliverables rendered by the SUPPLIER, invoices issued and payments received during the term of the Agreement and for a period of five (5) years thereafter, or longer if required by Applicable Laws, as would be necessary to permit BUYER and its agents to verify that SUPPLIER is in compliance with its obligations under the Agreement and to audit the services and/or deliverables rendered, and the compensation received, by SUPPLIER under the Agreement during such period. Upon

reasonable prior notice by BUYER, SUPPLIER shall grant BUYER and/or their authorized representative(s) reasonable access to the facility, offices, systems, records, samples and personnel of SUPPLIER relating to or involved in the performance of the services, to enable BUYER to verify, in particular but not limited to (i) SUPPLIER's compliance with its obligations under the Agreement, as well as Applicable Laws, (ii) performance of the services and/or provision of the deliverables by the SUPPLIER, (iii) invoices and requests for expense reimbursement submitted to BUYER by SUPPLIER, (iv) payments made to or benefits conferred by SUPPLIER on third parties in the course of SUPPLIER's performance of the services and/or provision of the deliverables. SUPPLIER shall provide and shall ensure that its personnel provides all necessary cooperation and assistance in relation to such audits. BUYER agrees that such audits shall be reasonable in scope and duration, and that it shall use commercially reasonable efforts to minimize the disruption and impact of such audits on SUPPLIER's normal operation.

#### **16. Governing Law - Dispute Resolution**

These T&C and any purchase order hereunder along with any non-contractual rights arising out of or in connection with the T&Cs or any purchase order hereunder shall be governed by the laws of the country where the BUYER is incorporated. Should a dispute arise between the Parties and should they be unable to settle it amicably, the dispute shall be submitted to the jurisdiction of the competent court where the BUYER is incorporated. The Parties hereby specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods, to their contractual relationship under these terms and/or any order and to the validity, enforcement, and interpretation of these T&C and any order.

#### **17. Severability**

If any term of these T&C is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent of such invalidity, illegality of unenforceability; all other terms shall remain in full force and effect.

#### **18. Languages**

These T&C are provided in English language and in some cases other relevant languages. In case of any inconsistencies, the English language version shall prevail.

## Data Protection Addendum

In addition to the T&Cs, Supplier agrees to comply with the terms and conditions of this Data Protection Addendum herein by accepting and executing a purchase order for goods or services .

### 1. Definitions.

- (i) **“Buyer Confidential Information”** means all information belonging to Buyer and/or accessed by or disclosed to Supplier, including without limitation, any Personal Data, Buyer’s business, pricing and marketing strategies, ideas, concepts, processes, advertising, network, rate and pricing databases, hardware and software systems, operations and customers learned in any way from any sources as a result of the performance of its obligations under a purchase order.
- (ii) **“Data Protection Law”** means, as applicable: (i) Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute to the Gramm-Leach-Bliley Act of 1999, and the rules and regulations thereunder, (ii) the Directive on Privacy and Electronic Communications (2002/58/EC), any national laws implementing such Directive and/or, Regulation (EU) 2016/679 (the “General Data Protection Regulation”) and any related legislation of any member state in the European Economic Area and United Kingdom, (iii) the Health Insurance Portability and Accountability Act of 1996, (iv) the Sarbanes-Oxley Act of 2002 (Pub. L. 107-204, 116 Stat. 745), (v) Personal Information Protection Law of China (2021), (vi) any and all other data protection, privacy or similar laws and regulations anywhere in the world applicable to persons in possession of Personal Data or to the processing of Personal Data, and (vii) any legislation or regulation amending, supplementing or replacing any of the foregoing from time to time.
- (iii) **“Personal Data”** means any information related to an identified or identifiable natural person (“Data Subject”) which is subject to protection under the applicable Data Protection Law.
- (iv) **“Personnel”** means the employees, officers, directors, representatives, contractors, subcontractors and agents of either Party and such Party’s Affiliates.

Capitalized terms not defined hereunder shall be defined directly within the T&C.

### 2. Safeguarding of Buyer Confidential Information.

- (i) Supplier shall maintain a comprehensive data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of any Buyer Confidential Information, and which shall be (i) no less rigorous than those maintained by Buyer as well as the highest industry standards, and (ii) adequate to meet the highest privacy, security and records retention standards.

- (ii) Under no circumstances shall Supplier make any changes that materially weaken any technical, organizational or security measures in place to safeguard Buyer Confidential Information, or result in Supplier’s failure to meet any of the minimum standards set forth above without Buyer’s prior approval. Under no circumstances shall Supplier or Supplier Personnel attempt to access Buyer Confidential Information that is not required for the performance of Supplier’s obligations under a purchase order.

- (iii) In the event Supplier discovers or is notified of any unauthorized access, collection, acquisition, use, transmission, disclosure, corruption or loss of Buyer Confidential Information, or breach of any environment (i) containing Buyer Confidential Information or any similar information, or (ii) with controls substantially similar to those protecting Buyer Confidential Information (each, a “Security Incident”), Supplier shall expeditiously (i) notify Buyer of the Security Incident within 72 hours of becoming aware of the Security Incident, (ii) investigate (with Buyer’s participation if so desired by Buyer) such Security Incident and perform a risk assessment, a Root Cause Analysis and corrective action plan thereon, (iii) provide a written report to Buyer of such risk assessment, Root Cause Analysis and action plan, (iv) remediate such Security Incident, (v) take commercially reasonable actions to prevent the recurrence of such Security Incident, including the preparation and implementation of a plan, subject to Buyer’s prior approval, to remediate the effects of the Security Incident and to prevent its recurrence, (vi) cooperate with and fully support Buyer’s investigation of the Security Incident described in this provision, and (vii) cooperate with Buyer in providing any notices regarding the Security Incidents which Buyer deems appropriate.

- (iv) Supplier will not notify any third party (other than the Buyer) of a Security Incident, nor otherwise publicize a Security Incident, without Buyer’s prior written consent, save for where such disclosure or notification is required under Data Protection Laws, and where such disclosure or notification is so required, Supplier shall provide a copy of the disclosure or notification (in so far as this is not prohibited under Applicable Laws) promptly to the Buyer.

- (v) For the purpose of this provision, “Root Cause Analysis” shall mean the formal process to be used by Supplier to diagnose the underlying cause of problems at the lowest reasonable level so that corrective action can be taken that shall eliminate any repeat failures.

### 3. Personal Data.

- (i) Supplier and Supplier Personnel (a) shall collect, process, store, use, disclose, transfer and dispose of Personal Data in full compliance with the Data Protection Law; (b) shall only share, transfer, disclose or otherwise provide access to Personal Data with or to Supplier and Supplier Personnel as necessary for Supplier to perform its obligations under a purchase order; and (c) shall only collect, process, use and store Personal Data on Buyer’s behalf as necessary for Supplier to comply with its obligations under a purchase order. Any Personal Data or aggregate information provided to, created, obtained,

procured, used or accessed by Supplier and/or Supplier Personnel in connection with a purchase order shall be the sole property of Buyer. Upon completion of Supplier's performance under a purchase order, cancellation of a purchase order or termination of a long term relationship (and save as may be required by Applicable Laws), Supplier and Supplier Personnel shall, at Buyer's option, return or destroy all Personal Data, aggregate information and historical data. Upon Buyer's request, Supplier shall furnish Buyer with a certificate of destruction within thirty (30) calendar days.

- (ii) In the event Supplier collects Personal Data on behalf of Buyer, Supplier shall ensure that privacy policies and collection practices comply with Data Protection Law and contain all necessary disclosures to enable the collection, sharing and use of Personal Data as contemplated under a purchase order (including conspicuous posting of a privacy notice to enable Data Subjects to decide whether to submit their Personal Data or not);
- (iii) Unless otherwise agreed, Supplier shall process and store all Personal Data in the locations identified by Supplier, and shall not transfer, process, or store Personal Data in or to any other jurisdiction without the prior consent of Buyer.
- (iv) Supplier shall not transfer Personal Data from the United Kingdom or a country within the EEA to countries deemed by the European Union not to have adequate protection unless such transfer is made in compliance with Data Protection Law.
- (v) The Parties acknowledge that, Supplier shall act as a Data Processor (as defined in Article 4 (8) of the General Data Protection Regulation) in relation to all Personal Data it accesses in connection with its performance under a purchase order, that Buyer is the Data Controller (as defined in Article 4 (7) of the General Data Protection Regulation) with respect to such Personal Data, and that Supplier shall act in accordance with Buyer's written instructions in relation to such Personal Data, except where otherwise required by any European Union Member State and/or United Kingdom law to which Supplier is subject. Supplier shall not engage another Data Processor without prior consent of Buyer.
- (vi) Supplier shall notify Buyer immediately if Supplier receives any complaint, notice or communication (whether from a supervisory authority, Data Subject or otherwise), unless such notification is not allowed under Applicable Laws, which relates directly or indirectly to the processing of Personal Data in connection with its performance under a purchase order, or the exercise of any rights of the Data Subject in respect of such Personal Data) and provide Buyer with full co-operation and assistance in relation to any such complaint, notice or communication, including the timely provision of any information that is required for Supplier to satisfy any requirements imposed on it under Data Protection Laws.
- (vii) Without prejudice to its obligations under Paragraph 3(i), Supplier shall provide reasonable assistance, information and cooperation to Buyer in responding to any request from a Data Subject and to ensure compliance with

Buyer's obligations under Data Protection Law with respect to (i) the security of the processing, (ii) notification by Buyer of Security Incidents to supervisory authorities or Data Subjects, (iii) the carrying out of data protection impact assessments (as provided for in the GDPR) in relation to the processing of such Personal Data, and (iv) prior consultation with a supervisory authority regarding high risk processing;

- (viii) Supplier shall make available to Buyer such information as is reasonably necessary to demonstrate Buyer's compliance with its obligations under this Data Protection Addendum, and allow for and submit its premises and operations to audits, including inspections, by the Buyer (or another auditor mandated by Buyer) for this purpose, subject to the Buyer giving Supplier reasonable prior notice of such information request and/or audit being required (save where an audit or inspection or information request is requested by or on the instructions of a supervisory authority, in which case Supplier shall be bound to follow the instructions of the supervisory authority).

## 中国

### 条款和条件（适用于商品和服务）

#### 1. 适用范围和约束性条款

接受买方（“买方”）发出的采购订单，或通过其他方式从任何供货商、供应商或服务提供商（“供应商”）处订购（无论名称如何，在任何情况下均包含买方的采购订单，供应商与买方统称为“双方”）均构成对本通用采购条款（“条款和条件”）、采购订单上的任何条款和条件以及双方协商达成的任何特殊条款和条件（不包括任何供应商的条款和条件）无保留、无限制的接受。如果双方协商达成了具体的采购协议（“协议”），则除非该协议中另有规定，否则该协议将优先于本条款和条件。除任何其他条款和条件外，该协议的规定将适用于根据该协议下达的任何采购订单。买方发出并经供应商接受的每份采购订单均相互独立，在任何情况下均不得视为在买方和供应商之间建立长期业务关系。

#### 2. 不得更改采购订单

供应商应完全遵守买方的采购订单。未经买方事先书面授权，供应商不得（在其订单确认书或其他文件中）对买方的采购订单条款进行任何变更。买方对任何未经授权修改的采购订单不承担任何责任，无论该订单是否已经部分或全部履行。

#### 3. 价格；发票开具；付款

##### 3.1 价格

适用价格是供应商与买方之间商定并在采购订单中体现的价格。如果采购订单上未注明价格，则商品和/或服务应按照供应商的最新报价、买方向供应商支付的最新价格或现行市场价格（以最低者为准）开具发票。价格应扣除任何税费，并应包括根据下文第 4 条交付商品或履行所订购服务的费用。供应商不得更改当前正在进行的采购订单的价格或费率。价格应包括运输和包装费。供应商提供和/或展示的任何定性和定量折扣、折让和降价应立即完全适用于买方。

##### 3.2 发票开具

发票上的价格应采用买方所在国家或地区的当地货币（除非另有约定）。发票应按照买方的发票说明（参见 <https://www.wellacompany.com/supplier>）发送，并注明买方名称。

发票应符合所有适用法律，至少应包含以下信息：

- 采购订单参考号，
- 商品和/或服务的详细说明，

- 可抵扣和不可抵扣税款（例如增值税）的金额，
- 供应商和买方的增值税号。

如果多个采购订单同时交付，供应商应为每个采购订单分别开具发票。买方可拒绝和/或将任何不完整或错误的发票退还给供应商。

#### 3.3 付款

除非协议中另有规定，否则买方应按照采购订单中规定的付款条件支付发票。如果付款条件存在例外情况，每个采购订单应详细说明相关的付款条件。付款应根据买方的付款流程分批进行。如果供应商未能履行其在本条款和条件下的任何义务，买方可扣留付款，直至该等未能履约行为得到纠正，包括但不限于供应商的发票不准确或不符合第 3.2 条规定的发票要求、商品或服务不符合规定（无论是质量还是数量）或供应商涉嫌或确认违反第 7 条的情况。

#### 4. 交付—所有权和风险转移

##### 4.1 国际贸易术语；交付地点；包装

除非协议或相关采购订单中另有规定，否则商品应在约定的交付地点交付 (DAP Incoterms 2020)。供应商应在采购订单中指定的地点交付商品和/或提供服务。供应商负责商品包装，确保在运输、搬运和储存过程中不会受损。供应商应对因包装不当造成的任何破损、元件缺失或损坏赔偿买方。所有包装必须按照买方的指示明确标识，包括买方的参考编号（如有）。

##### 4.2 所有权和风险转移

所有权和风险应根据 DAP Incoterms 2020 同时转移。供应商应以完整的且可转让的所有权交付商品和/或提供服务，无任何留置权、索赔、担保权益、质押、押记、抵押、信托契约、期权或其他任何类型的产权负担（“留置权”）。供应商应确保供应商或其任何分包商拥有或控制的任何买方财产不存在任何留置权，并将其指明为买方财产。该等所有权和风险转移不得损害买方在第 6 条项下的权利。

#### 5. 交付期限

- 5.1. 供应商确认并同意，时间至关重要。遵守约定的交付期限应视为构成买方同意发出采购订单的严格、必要和决定性的前提条件。因此，供应商应对因延迟交付而导致的任何损害和合同罚款承担全部责任。
- 5.2. 如果延迟交付，每延迟一周，买方可向供应商收取相当于采购订单价值（不含增值税）2% 的罚款，最高不超过 30%。如果买方因延迟或与延迟相关的损失超过上

述罚款金额，买方有权向供应商索赔超出的损失。

除上述规定外，如果发生延迟，买方应自动有权扣留应付给供应商的任何款项，直至订购的商品和/或服务已交付和/或完全履行。此外，买方还有权 (i) 按照第 8.1 条的规定取消采购订单并退出采购，或 (ii) 将采购价格降低至采购订单价值的相应部分，同时保留已经交付的商品和/或享受已经提供的任何服务。

## 6. 关于所交付商品和/或服务的合格/质量以及违约救济的保证

### 6.1. 检查和验收

接收商品和/或服务或/或付款不应视为接受商品和/或服务。即使已经接收商品和/或服务或/或付款，买方仍可继续进行检查。对于任何因检查或检验而被拒收的商品或服务，买方有权自行决定 (i) 全额退还商品和/或服务，(ii) 要求供应商重新提供服务或/或重新交付商品，或 (iii) 要求供应商承担与买方从其他来源采购商品或服务相关的所有费用，但不影响根据第 11 条要求赔偿损害的权利。此外，供应商还应承担因商品不合格而导致的召回活动相关的任何成本和费用（如分析、运输、储存、销毁、重新交付、新闻稿）。

### 6.2 陈述和保证

供应商特此陈述并保证：(i) 其拥有签订采购订单的充分权利、权力和权限，(ii) 交付的商品和/或履行的服务（包括包装和标签（如适用）），应在交付时以及在保质期（如适用）内：

- (a) 满足其用途，无任何缺陷或残次，符合或超过约定的规格；
- (b) 按照所有适用的联邦、州、地方和外国法律、法规、命令或标准制造、交付和/或履行，包括但不限于与进出口、买方购买商品和/或服务以及供应商交付商品和/或服务相关、有关化妆品、护发品和香水产品的制造、标签、运输、许可、批准或认证以及涉及反贿赂和反腐败、反垄断、金融犯罪（如洗钱）、经济和贸易制裁、数据隐私的法律、法规、命令或标准（“适用法律”）；(c) 应符合供应商提供并经买方接受的所有样品和书面声明；(d) 商品在交付时应剩余 100% 的保质期，及 (e) 具有完整的所有权，无任何留置权，(iii) 服务将由足够数量的具有适当经验、合格且经过培训的专业服务人员以应有的技能、谨慎和勤勉履行，及 (iv) 商品和/或服务在任何情况下均不侵犯任何专利、商标、商业秘密、专有信息或其他知识产权。

### 6.3. 供应商对隐藏或潜在缺陷的责任

即使买方对商品进行了第 6.1 条所述的任何检查，供应商仍应对买方在任何时候发现的商品的任何缺陷（包括隐藏的

或潜在的）负责，即使该责任在适用法律下不是强制性的。

## 7. 合规

### 7.1. 遵守法律。

(b) 供应商应遵守，并要求所有代表其行事的人员遵守所有适用法律以及与供应商和/或履行采购订单项下义务有关的任何其他法律。

供应商不得采取任何可能导致买方承担责任的违反任何适用法律的行动。

(b) 制裁：供应商应遵守实施、颁布或执行的适用经济和贸易制裁法律、法规、禁运或类似限制性措施，包括但不限于美国、英国、欧盟、联合国的此类措施，并特此保证，其公司或其关联方的任何实体或成员，包括其高管、董事、员工或代理人（统称“供应商集团”）均未被列入任何制裁名单。就本条款和条件而言，关联方指直接或间接控制合同一方、受该方控制或与该方共同受控的任何公司、合伙企业或其他实体，“控制”指就任何公司或其他实体而言，拥有该公司或其他实体百分之五十（50%）以上的已发行股份，或拥有决定或促使决定该公司或实体的一般管理和政策的法律权力。

### (c) 反贿赂：

(i) 接受采购订单后，供应商同意并促使其人员在任何采购订单期限内始终遵守 Wella 网站上载明的《Wella 商业合作伙伴行为准则》的条款：<https://www.wellacompany.com/supplier>。在开始与买方合作之前，供应商应填写并签署该准则中包含的确认表；

(ii) 在履行采购订单项下的义务时，供应商应及时向买方报告任何可疑或确认违反适用法律或《Wella 商业合作伙伴行为准则》的行为；

(iii) 应买方的要求，供应商应以书面形式向买方证明（由供应商高管签字），证明供应商以及代表其行事的与采购订单有关的所有人员均遵守第 7 条规定的义务；

(iv) 供应商陈述，其股东、董事、高管、合伙人、员工、代理人或任何其他能够控制供应商业务或运营的人员均不是以下任何一方的官员、员工或代表，也不是以下各方以官方身份行事的人员：(i) 政府或政府部门或机构，(ii) 政府或政府部门或机构控制或拥有的实体，或 (iii) 国际公共组织或政党；和/或公职候选人（“公职人员”）。如果任何此类人员在采购订单期限内成为公职人员，供应商应立即通知买方；

(v) 供应商陈述，其股东、董事、高管、合伙人、员工、

代理人或任何其他能够控制供应业务或运营的人员均不是被列入以下任何一项的个人或实体：(i) 美国财政部外国资产控制办公室制定的特别指定国民和被禁运人员名单；(ii) 英国财政部金融制裁对象综合清单制定的金融制裁对象综合清单和投资禁令清单；和/或 (iii) 由任何其他相关机构制定的任何类似名单，或由任何其他相关机构指定的制裁法律公告。如果任何此类人员或实体被列入任何此类名单，供应商应立即通知买方。

(vi) 供应商应将可能导致本条款中的任何陈述、保证、契约或承诺不正确或具有误导性的任何进展或情况及时通知买方；

(vii) 如果买方合理认为本条中的任何义务已经或可能已经被违反，买方可以在不损害其根据本条款和条件取消采购订单的权的情况下：

- 暂停交付商品和/或服务，直至买方收到令其满意的确认书，确认未发生任何违约行为，或如果发生了违约行为，则确认不会再次发生此类违约行为（买方不承担供应商在暂停期间产生的任何费用）；和/或
- 审计供应商财务和其他账簿和记录。

(viii) 对于因供应商或代表其行事的人员违反本条规定而导致买方或其关联方产生的任何费用，供应商应赔偿买方及其关联方，并使其免受损害。

(c) **数据隐私。** 供应商应完全遵守随附的数据隐私附录的条款和条件。

## 8. 采购订单的取消

在以下情况下，买方可以取消（部分或全部）采购订单：(i) 如果供应商未能履行其在本协议项下的任何义务。在这种情况下，供应商应向买方退还买方支付的与已取消（部分订单）订单有关的所有款项，即使买方有权要求损害赔偿；(ii) 为便利而取消，但须在装运相应商品或全面履行服务之前，提前五个工作日发出书面通知。

## 9. 保密和安全要求

### 9.1 保密

供应商有义务对于与订单和买方有关的任何技术、科学、商业或其他信息保密，如果这些信息被标记为机密，或根据其自身或其条款的性质应合理视为机密，则供应商承诺对其保密。供应商不得向任何第三方披露此类信息，并确保其员工、代理人、供应商和分包商遵守该义务。未经买方事先书面同意，供应商不得声称买方是其推荐人，不得在任何媒体

上发布与买方和/或作为订单标的的商品和/或服务相关的任何书面文件，包括技术说明、照片、图像和声音。在任何情况下，未经买方书面授权，任何订单均不得用于任何形式的直接或间接广告。

### 9.2 安全要求。

供应商应自费实施和维护与提供商品和/或服务有关的适当技术和组织措施，这些措施应始终符合最佳行业标准实践和技术。

在采购订单有效期内，买方有权定期要求供应商填写新的买方风险评估问卷。

供应商应在获知实际或可疑的安全事件后立即通知买方。如果供应商受到安全事件或潜在安全事件的影响，供应商应采取其认为必要的任何措施，以尽量减少此类事件的影响，并防止此类事件再次发生。如果因供应商违反其在采购订单下的义务而导致损失、损坏或破坏或未经授权的访问，供应商应承担此类行动或预防措施的费用。

## 10. 保险

除非双方另有约定，供应商应自费（包括所有免赔额）在信誉良好的保险公司为商品在运输过程中因任何外部原因造成的有形损失或损坏的所有风险投保，最低保额为 1,000,000 美元。应买方的要求，在商品运输之前，供应商应提供详细说明其保险范围和免赔额的保险证书，证明已经投保。

供应商应在采购订单的整个有效期以及与此相关的适用时效期内，保持 (i) 与商品和/或服务相关的商业综合责任险（包括相关的产品责任、职业责任和合同责任保障），每次事故不低于 5,000,000 美元，总限额为 10,000,000 美元；(ii) 供应商员工执行采购订单相关工作的所在地的适用法律要求的福利金额的工伤保险，(iii) 以每次事故为基础的雇主责任险，每次事故的最低限额为 1,000,000 美元；(iv) 网络责任保险（包括未经授权的访问和使用、安全故障、机密信息或隐私的泄露以及违规缓解成本和监管范围的保险），每次事故限额不低于 1,000,000 美元，总限额不低于 5,000,000 美元。此类保险不设免赔额和次级门槛，及 (v) 买方要求的任何其他保险单，所有保险条款均令买方满意。

此类保险应在信誉良好的保险公司投保，其 AM Best 评级至少为 “A” 级。双方理解并同意，这些保险不得解释为限制供应商在本协议项下的赔偿义务。应买方要求，供应商应向买方提供一份证明此类责任保险范围的保险证书。除非提前六十 (60) 天向买方发出书面通知且买方书面同意取消，

否则供应商不得取消本条要求的任何保单。

## 11. 赔偿

在不限制单独协议或法律规定的任何权利的情况下，供应商应对买方、其关联方及其各自的代理人、高管、董事和员工提供全面赔偿，使其免受由以下任何一项引起或与之有关的任何索赔的损害，包括第三方索赔、损失、成本、损害或费用、罚款、和解中支付的金额、法律费用和开支（统称为“索赔”）：(1) 供应商违反任何陈述或保证；(2) 供应商违反本条款和条件的任何规定，包括但不限于第 6 条和第 7 条；(3) 供应商或供应商的分包商或其各自的员工或其他代表与本条款和条件或履行本协议项下的义务有关的疏忽、重大过失、蓄意或故意不当行为；或 (4) 因供应商履约而引起或与之相关的人身伤害、死亡或个人财产损失。

## 12. 知识产权的所有权

### 12.1 买方的知识产权

买方保留其在各采购订单之前拥有的所有知识产权的全部所有权，特别是其出于订单目的委托给供应商的任何元件、文件、权利和信息，包括图像、专有技术、工艺、方法、公式、蓝图、计算等。除非另有明确约定，买方未将其任何知识产权许可给供应商，也不允许供应商使用该知识产权。订单履行完毕后，供应商承诺归还买方交给供应商的所有元件，并且不以任何形式保留任何副本。

### 12.2 创作物

买方拥有在以下情况下创造的任何作品和相关知识产权（包括但不限于版权、设计、发明和商标）：(i) 由供应商或其代表在履行其对买方的合同义务时创造，(ii) 由与在订单项下提供的服务或创作的作品有关的任何人创造，或 (iii) 因商品/服务而直接创做（统称为“买方知识产权”）。在版权法和/或其他知识产权法律允许的范围内，供应商创建的买方知识产权被视为职务作品。在买方知识产权不被视为职务作品的情况下，供应商在法律允许的最大范围内，免特许权使用费在全球范围内永久且不可撤销地向买方转让买方知识产权的所有权利。在法律不允许此类转让的情况下，供应商在法律允许的最大范围内向买方授予买方知识产权的排他性、免特许权使用费、全球、永久、不可撤销、可转让、可再许可和不受限制的许可。供应商应签署买方合理确定的任何文件，以证明买方在买方知识产权中的权利，或保护或完善与买方知识产权有关的任何知识产权。供应商应促使其员工或分包商的员工将该员工或分包商的员工创建的任何买

方知识产权转让给供应商，并履行第 12 条规定的供应商义务。在法律允许的范围内，供应商放弃买方知识产权中的任何精神权利，包括但不限于被列名为作者的权利、改编权、防止删改破坏的权利和防止商业利用的权利。在法律不允许此类弃权的情况下，买方将拥有不可撤销的权利，可在法律允许的最大范围内代表供应商行使买方知识产权的任何精神权利。

### 12.3 供应商的知识产权

除了根据第 12.2 条规定未授予、转让或独家许可给买方的权利外，供应商向买方授予商品和/或服务中包含的任何知识产权或其他权利下的非排他性、免特许权使用费、全球、永久、不可撤销、可转让、可再许可的许可，以便买方以任何方式使用商品和/或服务以及任何由此产生的工作成果，并获得其全部利益，包括复制、维护、支持、修改、增强或进一步开发商品和服务以及由此产生的作品。

## 13. 不可抗力

如一方未能或延迟履行其在采购订单项下的义务，则只要该未能或延迟履行同时符合以下条件，该方均不需承担责任：(a) 由以下任何原因造成：战争、恐怖主义、内乱或叛乱行为；隔离、禁运和其他类似的异常政府行为；特殊自然或天灾因素；及 (b) 未履约方的合理预防措施或商业上可接受的流程无法阻止，或者未履约方无法通过使用替代服务、替代来源、替代解决方案或其他方式合理规避，而通过这些方式，可以满足买方对于商品和/或服务实质性类似的商品和/或服务的要求。符合上述两项标准的事件称为“不可抗力事件”。供应商明确承认，不可抗力事件不包括故意破坏、政府机构的监管行为、在一方设施的罢工或履行或交付商品和/或服务所依赖的人员不履行，除非该等人员不履行本身是由不可抗力事件造成。

发生不可抗力事件后，只要此类情况存续，未履约方应免于进一步履行或遵守受影响的义务，且该方应继续尝试尽最大可能重新开始履行或遵守义务，不得延误。即使本条有任何其他规定，在发生不可抗力事件的情况下，供应商有义务实施买方可能特别要求的灾难恢复计划。如果不可抗力事件导致供应商连续十 (10) 天以上未能履行或延迟履行采购订单项下的义务，买方可自行选择从替代来源采购商品和/或服务或类似商品和/或服务，直至供应商再次能够提供商品或交付物。如果不可抗力事件导致重大故障或延迟超过连续三十 (30) 天，买方可自行决定，除买方可能拥有的任何其他权利外，取消采购订单，而不对供应商承担任何责任。

## 14. 分包-转让

- 14.1.** 未经买方事先书面同意, 供应商不得分包其在采购订单项下的任何权利和/或义务, 也不得有此意向。在不违反上述规定的前提下, 此类分包不得免除供应商在采购订单项下的任何义务, 供应商仍应对此类授权分包商正确交付商品和/或履行服务以及此类授权分包商的作为和不作为负责。
- 14.2.** 在符合第 14.3 条规定的前提下, 未经另一方事先明确书面同意, 任何一方均不得将采购订单或协议或其中的任何权利主张转让、质押或转移给第三方。
- 14.3.** 尽管有第 14.2 条的规定, 以及即使本条款和条件或协议中有任何相反规定: (i) 买方可在未经供应商事先书面同意的情况下, 将采购订单和该采购订单下的合同主体身份(即其所有权利和义务)转让、替换、出资或以其他方式转让给 Wella 的任何关联方, 包括通过分拆(合并)或其他法律实施的转让方式; 及 (ii) 在法律要求的范围内, 供应商特此提前同意任何此类转让、替换、出资或其他转让方式, 包括分拆(合并)或任何其他法律实施的转让方式(视情况而定), 放弃与此相关的任何适用手续或行动, 并在需要某些手续或行动的范围内, 承诺根据本条款和适用法律, 配合并采取可能需要的任何行动, 以实现受本条款和条件和适用法律管辖的任何采购订单以及买方在该采购订单项下的合同主体身份的转让、更替、出资或其他转让, 包括分拆(合并)或任何其他法律实施的转让方式。

## 15. 审计

供应商应在本协议期限内以及之后五 (5) 年内(或适用法律要求的更长时间内) 保留供应商提供的所有服务或交付物、开具的发票和收到的付款的记录, 以使买方及其代理人能够核实供应商是否履行了其在本协议项下的义务, 以及审计供应商在此期间在本协议项下提供的服务和/或交付物以及收到的报酬。在买方发出合理的事先通知后, 供应商应允许买方和/或其授权代表合理进入或接触供应商与履行服务相关或涉及的设施、办公室、系统、记录、样品和人员, 以使买方能够核实, 特别是但不限于: (i) 供应商对其在本协议项下的义务以及适用法律的遵守情况, (ii) 供应商履行服务和/或提供交付物的情况, (iii) 供应商提交给买方的发票和费用报销申请, (iv) 供应商在履行服务和/或提供交付物的过程中向第三方支付款项或给予第三方的利益。供应商应提供并应

确保其人员提供与此类审计有关的所有必要的配合和协助。买方同意, 此类审计的范围和持续时间应合理, 并应尽商业上合理的努力, 尽量减少此类审计对供应商正常运营的干扰和影响。

## 16. 管辖法律-争议解决

本条款和条件及其项下的任何采购订单, 以及因本条款和条件或其项下的任何采购订单而产生的或与之相关的任何非合同权利, 受买方注册成立所在国家的法律管辖。如果双方之间发生争议且无法友好解决, 则应将争议提交给买方注册地的有管辖权的法院审理。双方特此明确声明, 《联合国国际货物销售合同公约》不适用于双方在本条款和/或任何订单下的合同关系, 也不适用于本条款和/或任何订单的有效性、执行和解释。

## 17. 可分割性

如果本条款和条件的任何条款在任何范围内无效、非法或不可执行, 则该条款应在该无效、非法或不可执行的范围内不适用; 所有其他条款应保持完全有效。

## 18. 语言

本条款和条件以英语提供, 在某些情况下以其他相关语言提供。如有任何不一致, 以英文版本为准。

## 数据保护附录

除条款和条件外，同意接受和执行商品或服务的采购订单，即表示供应商遵守本数据保护附录的条款和条件。

### 1. 定义。

- (i) “**买方机密信息**”指属于买方和/或由供应商访问或向供应商披露的所有信息，包括但不限于因履行采购订单项下的义务而以任何方式从任何来源了解到的任何个人数据、买方的业务、定价和营销策略、创意、概念、流程、广告、网络、费率 and 定价数据库、硬件和软件系统、运营以及客户。
- (ii) “**数据保护法**”指（视情况而定）：
  - (i) 1999 年《金融服务现代化法案》第 V 篇或其任何后续联邦法规，以及其下的规则和条例，
  - (ii) 《隐私和电子通信指令》(2002/58/EC)、任何实施此类指令的国家法律和/或（欧盟）第 2016/679 号条例（《通用数据保护条例》）以及欧洲经济区的任何成员国和英国的任何相关法规，
  - (iii) 1996 年《健康保险便携性和责任法案》，
  - (iv) 2002 年《萨班斯-奥克斯利法案》(Pub. L. 107-204, 116 Stat. 745)，
  - (v) 中国《个人信息保护法》（2021 年），
  - (vi) 世界上任何地方适用于拥有个人数据或处理个人数据的人的任何及所有其他数据保护、隐私或类似法律法规，及
  - (vii) 不时修订、补充或取代上述任何内容的任何法律或法规。
- (iii) “**个人数据**”指与已识别或可识别的自然人（“数据主体”）有关的任何信息，该信息受适用数据保护法的保护。
- (iv) “**人员**”指任何一方及其关联方的员工、高管、董事、代表、承包商、分包商和代理人。

以下未定义的术语采用条款和条件中定义的含义。

### 2. 保护买方机密信息。

- (i) 供应商应制定全面的数据安全项目，该项目应包括合理和适当的技术、组织和安全措施，以防止任何买方机密信息的破坏、丢失、未经授权的访问或更改，并且该项目应
  - (i) 不低于买方以及最高行业标准的严格程度，及
  - (ii) 足以满足最高的隐私、安全和记录保留标准。
- (ii) 在任何情况下，未经买方事先批准，供应商均不得作出任何实质上削弱保护买方机密信息的任何技术、组织或安全措施的变更，或导致供应商无法满足上述任何最低标准。在任何情况下，供应商或供应商人员均不得试图接触非履行订单项下供应商义务所需的买方机密信息。
- (iii) 如果供应商发现或被告知任何未经授权访问、收集、获取、使用、传输、披露、损坏或丢失买方机密信息，或侵入
  - (i) 任何包含买方机密信息或任何类似信息的环境，或
  - (ii) 采用与保护买方机密信息的控制措施基本相似的控制措施的环境的情况（每种情况都称为“安全

事件”），供应商应尽快

- (i) 在获知安全事件 72 小时内通知买方，
- (ii) 调查（如买方要求，买方可以参与）此类安全事件，并进行风险评估、根本原因分析和纠正措施计划，
- (iii) 向买方提供该风险评估、根本原因分析和行动计划的书面报告，
- (iv) 纠正此类安全事件，
- (v) 采取商业上合理的措施，防止该安全事件再次发生，包括编制和实施计划，以消除安全事件的影响并防止其再次发生，但须经买方事先批准，
- (vi) 配合并全力支持买方对本条款所述安全事件的调查，及
- (vii) 与买方配合，发布买方认为适当的有关安全事件的任何声明。

- (iv) 未经买方事先书面同意，供应商不得将安全事件通知任何第三方（买方除外），也不得以其他方式公布安全事件，但数据保护法要求披露或通知的情况除外，并且在要求披露或通知的情况下，供应商应立即向买方提供一份披露或通知副本（在适用法律不禁止的情况下）。
- (v) 就本条款而言，“根本原因分析”指供应商使用的正式流程，以在最低合理水平上诊断问题的根本原因，以便采取纠正措施，避免故障重复发生。

### 3. 个人数据。

- (i) 供应商和供应商人员
  - (a) 应完全按照数据保护法的规定收集、处理、存储、使用、披露、传输和处理个人数据；
  - (b) 仅在必要时与供应商和供应商人员共享、转让、披露或以其他方式提供访问个人数据的权限，以便供应商履行其在采购订单下的义务；及
  - (c) 仅在必要时代表买方收集、处理、使用和存储个人数据，以便供应商履行其在采购订单项下的义务。供应商和/或供应商人员提供、创建、获得、取得、使用或访问的与采购订单有关的任何个人数据或汇总信息是买方的专有财产。在供应商完成履行采购订单、取消采购订单或终止长期关系后（以及根据适用法律要求），供应商和供应商人员应根据买方的选择，归还或销毁所有个人数据、汇总信息和历史数据。应买方要求，供应商应在三十（30）个日历日内向买方提供销毁证明。
- (ii) 如果供应商代表买方收集个人数据，供应商应确保隐私政策和收集做法符合数据保护法，并包含所有必要的披露内容，以便按照采购订单的规定收集、共享和使用个人数据（包括发布醒目的隐私声明，使数据主体能够决定是否提交其个人数据）；
- (iii) 除非另有约定，供应商应在其确定的地点处理和存储所有个人数据，未经买方事先同意，不得在任何其他司法管辖区内或向任何其他司法管辖区传输、处理或存储个人数据。
- (iv) 供应商不得将个人数据从英国或欧洲经济区内的国家传输到欧盟认为没有足够保护的国家，除非此类传输符合数据保护法。
- (v) 双方确认，供应商应作为数据处理者（定义见《通用数据保护条例》第 4(8)条）处理其在履行采购订单时访问的所有个人数据，买方是此类个人数据的数据控制者（定义见《通用数据保护条例》第 4(7)条），供应商应按照买方关于此类个人数据的书面

指示行事，除非任何欧盟成员国和/或英国法律另有要求。未经买方事先同意，供应商不得聘用其他数据处理者。

- (vi) 如果供应商收到任何投诉、通知或通信（无论是来自监管机构、数据主体还是其他方），直接或间接涉及与履行采购订单有关的个人数据处理，或数据主体对此类个人数据行使任何权利，则除非适用法律不允许，否则供应商应立即通知买方，并向买方提供充分配合和协助，包括及时提供供应商为满足数据保护法对其提出的任何要求而需要的任何信息。
  
- (vii) 在不影响其在第 3(i) 条项下义务的情况下，供应商应向买方提供合理的协助、信息和配合，以回应数据主体的任何请求，并确保遵守买方在数据保护法项下关于以下方面的义务：(i) 处理的安全性，(ii) 买方向监管机构或数据主体发布安全事件通知，(iii) 执行与处理此类个人数据有关的数据保护影响评估（如 GDPR 中所规定），及 (iv) 就高风险处理事先与监管机构进行咨询；
  
- (viii) 供应商应向买方提供合理必要的信息，以证明买方遵守了其在本数据保护附录下的义务，并允许买方（或买方授权的审计师）为此目的对其场所和业务进行审计，包括检查，但买方应就此类信息要求和/或审计要求向供应商发出合理的事先通知（除非审计、检查或信息要求是由监管机构要求的或根据监管机构的指示提出的，在此情况下，供应商有义务遵循监管机构的指示）。