

TERMS OF SALE AND LIMITED WARRANTY

Last Revised 7 May 2020

General Terms and Conditions of NM Beauty Industries B.V.

By purchasing a product from NM Beauty Industries B.V. you are agreeing to be bound by these Terms & Conditions of Sale (“Terms & Conditions”) and the terms of the warranty described in the NM Beauty Industries B.V. Limited Warranty included with your purchase. Note that we reserve the right to change these Terms & Conditions at any time.

THIS IS A LEGAL AGREEMENT. BY PLACING AN ORDER WITH NM BEAUTY INDUSTRIES B.V., YOU ARE ACCEPTING AND AGREEING TO THESE TERMS & CONDITIONS ON BEHALF OF YOURSELF AND ANY ENTITY YOU REPRESENT IN CONNECTION WITH THE PURCHASE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS & CONDITIONS ON BEHALF OF YOURSELF AND ANY SUCH ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION TO PURCHASE AND USE NM BEAUTY INDUSTRIES B.V.’S PRODUCTS AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS & CONDITIONS, YOU MUST NOT PURCHASE NM BEAUTY INDUSTRIES B.V.’S PRODUCTS.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OR CLASS ARBITRATIONS OF ANY KIND.

The disclaimers, exclusions, and limitations of liability under these Terms & Conditions will not apply to the extent prohibited by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction. Nothing in these Terms & Conditions will affect those other superseding legal rights.

1. DEFINITIONS

The terms below have the meaning in these Terms & Conditions as set out below. Other terms may be defined elsewhere in these Terms & Conditions and have the meaning ascribed to them.

“**Product**” means any goods purchased through the Site.

“**Site**” means the website www.Gisou.com and all of its sub-domains.

“**you**” or “**your**” means the person purchasing Product from NM Beauty Industries B.V.

2. NM BEAUTY INDUSTRIES B.V.’S PRODUCT PRICING

2.1 All prices as displayed on the Site and on other materials originating from NM Beauty Industries B.V. are exclusive of any sales taxes. Sales tax is charged on certain orders as required by law and depends on your specific location. All sales taxes, or any value added or other taxes will be displayed at the point of checkout.

2.2 If shipping costs are charged, these will be clearly stated on the Site before purchase. The shipping costs will be displayed separately in the ordering process.

2.3 NM Beauty Industries B.V.’s pricing and the availability of the Product can change at any time without notice. Prices indicated are in U.S. dollars and we will indicate to you any other applicable shipping charges and taxes prior to your purchase. By your purchase, you agree to indemnify and hold NM Beauty Industries B.V. harmless from and against any liabilities, interest, penalties or fees arising from a failure to pay any such charges or taxes for which you may be liable.

3. SITE CONTENT

3.1 NM Beauty Industries B.V. uses care in composing the Site content. Price (including the validity of any discount), quantity, availability of any product or service, and shipping methods and shipping rates, and any other information, descriptions or images on the Site regarding any products or services, are subject to change without notice. In general, offers on the Site are good only while supplies last. Certain weights, measures and similar descriptions are approximate and are for convenience only. We seek to undertake reasonable efforts to accurately display the attributes of products and services, including the applicable colors, however the actual colors that you see will depend on your device, and we cannot guarantee that your device will accurately display such colors. NM Beauty Industries B.V. is not liable for typographical and/or programming errors and reserves the right to correct such errors at all times. If NM Beauty Industries B.V. accepts and processes your order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, NM Beauty Industries B.V. may end the agreement, refund any sums paid and require the return of any Products provided.

3.2 By submitting any information through the Site in connection with purchasing any Products you grant to NM Beauty Industries B.V. the right to provide such information to third parties for purposes of facilitating such purchase. Verification of information may be required prior to the acknowledgment or completion of any transaction. You represent and warrant that you have the right to use any payment card or other method of payment that you submit in connection with a transaction in connection with the Service. Further terms and conditions related to transactions in connection with the Site may apply.

4. PRODUCTS

4.1 NM Beauty Industries B.V. may change the Product (i) to reflect any changes in relevant laws and regulatory requirements and (ii) to implement minor technical adjustments and improvements. These changes will not affect the Client's use of the Product.

4.2 Products offered are intended for personal use. NM Beauty Industries B.V. reserves the right to refuse to sell Products to you if it reasonably appears to us that you intend to resell such Products. Verification of information may be required prior to our acceptance of any order. We further reserve the right to limit quantities of Products purchased by each customer or to refuse to provide any customer with any such Products. Your properly completed and delivered order form through the Site constitutes your offer to purchase the goods or services referenced in your order. Your order will be deemed to be accepted only if and when NM Beauty Industries B.V. sends an order acceptance and shipping notice email to your email address.

5. PAYMENT AND ELECTRONIC COMMUNICATIONS

5.1 If you place any orders for Products on the Site, you are expressly agreeing that NM Beauty Industries B.V. is permitted to bill you the applicable fees, any applicable tax and any other charges you may incur with NM Beauty Industries B.V. You agree that the fees will be billed to your payment card or PayPal account you provide in accordance with the billing terms in effect at the time a fee or charge is due and payable, as applicable. If payment is not received or cannot be charged to your payment card or PayPal account for any reason in advance of shipping your order, NM Beauty Industries B.V. reserves the right to either suspend or terminate your order.

5.2 NM Beauty Industries B.V. reserves the right, at any time, to change its prices and billing methods for Products sold, effective immediately upon posting on the Site or by electronic communications to you.

5.3 By using the Site, you consent to receiving electronic communications from NM Beauty Industries B.V. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our Site and services. These electronic communications are part of your relationship with NM Beauty Industries B.V. and you receive them as part of your Product order. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

6. PRIVACY POLICY

Your use of the Site(s) is governed by NM Beauty Industries B.V. Privacy Policy, which can be found at <https://us.gisou.com/service/privacy-policy/> (“**Privacy Policy**”) and NM Beauty Industries B.V. Terms of Use, which can be found at <https://www.gisou.com/service/disclaimer/> (“**Terms of Use**”).

7. ORDERS AND SHIPPING

7.1 Upon acceptance of your order, NM Beauty Industries B.V. will confirm receipt of acceptance of the offer by electronic means. If you have provided any incorrect or inaccurate information, NM Beauty Industries B.V. will have the right to suspend its obligations until the correct data has been received. Products will be delivered to the shipping company you selected during the ordering process and the shipping company will be responsible to deliver the Products to you. You hereby authorize NM Beauty Industries B.V. to engage the shipping company and other third parties in the fulfillment of its obligations to deliver Products to you. ANY TERMS OR CONDITIONS STATED BY YOU IN YOUR ORDER THAT PURPORT TO AMEND, MODIFY, ALTER, OR SUPPLEMENT THESE TERMS & CONDITIONS ARE HEREBY REJECTED AND WILL BE OF NO FORCE OR EFFECT UNLESS SIGNED AND AGREED TO BY AN OFFICER OF NM BEAUTY INDUSTRIES B.V.

7.2 Any estimated arrival or delivery date provided by NM Beauty Industries B.V. is not a guarantee. Although NM Beauty Industries B.V. will make reasonable effort to meet estimated dates, delivery of the Product may take more or less time than estimated and NM Beauty Industries B.V. disclaims any loss, damage, or injury resulting from a delay in arrival or delivery. If NM Beauty Industries B.V. is unable to deliver the Products within thirty (30) days after it confirms acceptance of the order, it will notify you accordingly. In such event, you have the right to either agree to a new delivery date or to cancel your purchase without incurring any costs, and you will receive a refund for any Products paid for but not received. You are advised to inspect the Products upon receipt and to report any defects within two (2) business days after delivery, in writing or by email.

7.3 Title to and risk of loss of the Product transfers to you upon delivery by the carrier to the address specified in your order.

7.4 If the ordered Product is out of stock or can no longer be supplied for any other reason, NM Beauty Industries B.V. may cancel the order by notifying you in writing, or deliver a Product that is comparable in nature and quality to the ordered Product. In the case of delivery of a substitute Product, you will have the right to cancel your purchase within five (5) days and receive a refund of the monies paid, providing you return the Product to NM Beauty Industries B.V., which will pay the return shipping cost if shipped in a manner specified by NM Beauty Industries B.V. Refunds of monies paid will be made within thirty (30) days of receipt of the returned Product.

7.5 NM Beauty Industries B.V. does not authorize the sale of Products by unauthorized resellers and does not sell or supply Products to unauthorized resellers. An order placed by an unauthorized reseller will be rejected without stating reasons and the such unauthorized customer may be excluded by NM Beauty Industries B.V. from the Site.

8. LIMITED WARRANTY AND RETURNS

8.1 NM Beauty Industries B.V. warrants that the Products will meet their published specifications. Without limiting the generality of the foregoing, NM Beauty Industries B.V. makes no representation or warranty that the quality of any goods, services, information or other materials purchased or obtained through the Site or that a particular Product will achieve any result of any kind.

8.2 If a delivered Product fails to comply with this limited warranty, you must notify NM Beauty Industries B.V. thereof within thirty (30) days. You can submit a complaint by email or in writing. The contact details of NM Beauty Industries B.V. are provided at the end of these Terms & Conditions. NM Beauty Industries B.V. will respond to the complaint as soon as possible, and in any case within seven (7) days after receipt of the complaint. If NM Beauty Industries B.V. is unable to formulate a substantive response to the complaint within such period, NM Beauty Industries B.V. will confirm receipt of the complaint and give an indication of the time within which it expects to be able to give you a substantive or definitive response. The warranty liability of NM Beauty Industries B.V. is limited to your purchase price for the Product unless otherwise prohibited by law.

8.3 All returns must be accompanied by all original Product components in the original packaging, sealed, unopened and unused. If you are unable to return the Product in its original condition with its receipt and we are unable to verify the original purchase price of the Product, your refund will be in the form of Gisou's online store credit equal to the lowest selling price at which the Product was sold by NM Beauty Industries B.V. during the 90-day period preceding the return, or at NM Beauty Industries B.V.'s option, a cash refund. NM Beauty Industries B.V. reserves the right to limit returns if we have reason to suspect misuse of our returns policy (such as excessive returns, reseller activity, or fraud). Only returns from the original purchaser will be accepted. For purchases from an authorized reseller, all warranty returns should be made directly to the reseller.

8.4 If you purchase a Product from an unauthorized reseller, the warranty is not valid and NM Beauty Industries B.V. has no warranty obligation of any kind. Please be aware that there are some websites or dealers (e.g. eBay, Amazon, etc.) who claim to be authorized resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from NM Beauty Industries B.V. When you purchase products from an unauthorized website, you are taking a risk because these products may be counterfeit, used, defective, or may not be designed or fit for use in your country. Please ensure that you only purchase Products through the Site or from an authorized reseller. If you have any questions about authorized resellers, please contact us. This disclaimer is without prejudice to any rights consumers may have and to the extent permitted by applicable law.

8.5 NM Beauty Industries B.V. reserves the right to repair, replace or (partially) refund the cost of a Product. NM Beauty Industries B.V. will only pay the costs of return and other shipping costs in case of defective or misdescribed Products.

8.6 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NM BEAUTY INDUSTRIES B.V. HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. THE PRODUCTS AND DOCUMENTATION PROVIDED BY NM BEAUTY INDUSTRIES B.V. IN CONNECTION WITH THESE TERMS & CONDITIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. NM BEAUTY INDUSTRIES B.V. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. NM BEAUTY INDUSTRIES B.V. DOES NOT WARRANT THE RESULTS OF USE OF THE PRODUCTS. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

9. LIMITATIONS OF LIABILITY

9.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NM BEAUTY INDUSTRIES B.V. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES, EVEN IF IT HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Limitation of Damages. NM BEAUTY INDUSTRIES B.V.'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, OR ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO THE FEES RECEIVED BY NM BEAUTY INDUSTRIES B.V. FOR THE PRODUCT(S) FIRST GIVING RISE TO THE LIABILITY.

9.3 Allocation of Risk and Material Term. THIS SECTION ON LIMITATIONS OF LIABILITY WILL SURVIVE TERMINATION OF THE AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND ARE AN INTRINSIC PART OF THE BARGAIN BETWEEN THE PARTIES. THE FEES PROVIDED FOR IN THIS AGREEMENT REFLECT THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY AND SUCH LIMITATION WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

10. FORCE MAJEURE

Notwithstanding any other provision of these Terms & Conditions, neither party will be liable to the other party for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to Force Majeure. "Force Majeure" will mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation by the party claiming Force Majeure, including without limitation: (a) any act of God, fire, explosion, lightning, storm, flood, earthquake, or accident; (b) war, terrorism, hostilities, civil war, insurrection, riot, civil unrest, commotion or acts of a public enemy; (c) labor shortages, strikes, lock-outs, or other labor, industrial or trade action, disputes, disruption or disturbances (whether involving its employees or those of any other person); (d) theft, sabotage, malicious damage, fraud, epidemic, pandemic, plagues, or quarantine restrictions; or (e) failure, malfunction or unavailability of power, telecommunications, data communications, or related services. Any delay or failure of this kind will not be deemed to be a breach of these Terms & Conditions and the time for performance of the affected obligation will be extended by a period that is reasonable in the circumstances. A party claiming the benefit of this clause will use reasonable efforts to mitigate the effect of any of the events or circumstances referred to above and will promptly advise the other party of the date by which its performance may reasonably be expected to resume.

11. GOVERNING LAW.

These Terms & Conditions are governed by the laws of the United States and the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

12 ARBITRATION CLAUSE & CLASS ACTION WAIVER

12.1 If a dispute arises between you and NM Beauty Industries B.V., we would like to talk to you about it. Contact us at the address at the end of these Terms & Conditions. If we are unable to resolve the dispute, you agree to submit the dispute to binding arbitration as described below. Please read this section carefully as it affects your legal rights.

12.2 Agreement to Binding Arbitration and Class Action Waiver. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS OR USE OF THE PRODUCT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND NM BEAUTY INDUSTRIES B.V., WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT NM BEAUTY INDUSTRIES B.V. AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS WILL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

12.3 YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS & CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

12.4 Opt-Out of Arbitration Agreement. You may opt out of this agreement to arbitrate by emailing info@gisou.com with your first name, last name, and address within thirty (30) days of accepting this agreement to arbitrate, with a statement that you decline this arbitration agreement.

12.5 Arbitration Procedures. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by these Terms & Conditions. The Consumer Arbitration Rules are available online at <https://www.adr.org/consumer>. There will be one (1) arbitrator, who will be a trial attorney with not less than fifteen (15) years' experience in technology and consumer products. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to

agree on a location, such determination should be made by the American Arbitration Association or by the arbitrator. The arbitrator's decision will follow these Terms & Conditions and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms & Conditions, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms & Conditions will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

12.6 Limitation on Claims. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Products or services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

13. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless NM Beauty Industries B.V. and its affiliates, and its and their directors, officers, employees, representatives and agents, from and against all direct or indirect claims, damages, losses and costs that arise from or relate to your or third-party use of the Product or your violation of these Terms & Conditions.

14. MISCELLANEOUS

14.1 These Terms & Conditions do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and NM Beauty Industries B.V. If any provision of these Terms & Conditions is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms & Conditions and will not affect the validity and enforceability of any remaining provision.

14.2 You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms & Conditions without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms & Conditions without restriction. No waiver by either party of any breach or default under these Terms & Conditions will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in these Terms & Conditions will be construed as if followed by the phrase "without limitation." These Terms & Conditions, including any terms and conditions incorporated herein, is the entire agreement between you and NM Beauty Industries B.V. relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and NM Beauty Industries B.V. relating to such subject matter. Without limitation, a printed version of this these Terms & Conditions will be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14.3 Failure or delay by us to enforce any of these Terms & Conditions will not constitute a waiver of our rights against you and does not affect our right to require future performance thereof.

14.4 Relationship to Terms of Use, Privacy Policy, and Other Contracts. These Terms & Conditions must be read in conjunction with our (i) Terms of Use and (ii) Privacy Policy, or with any other agreements into which you may enter concerning this Site, if any. The provisions of our Terms of Use and Privacy Policy are incorporated herein by reference. To the extent these Terms & Conditions conflict with our Terms of Use and/or Privacy Policy, as it relates to "purchases," "orders," "shipments," and "returns and refunds", these Terms & Conditions will prevail.

NM BEAUTY INDUSTRIES B.V. CONTACT DETAILS

Should you have any questions, complaints or comments after reading the General Terms and Conditions, or if you need to provide us with notice, please contact us by email or in writing.

NM Beauty Industries B.V.

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The Netherlands

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Chamber of Commerce number: 63969769

NM Beauty Industries B.V.: a private company ('besloten vennootschap') established under Dutch law, based in Almere (The Netherlands) and registered with the Chamber of Commerce under file number: 63969769, trading under the trade name "**Gisou**".