

General Terms and Conditions of Coté Cosmetic Innovations B.V.

Email: info@brandedhairproducts.com

Website: <https://brandedhairproducts.com>

Definitions

1. Coté Cosmetic Innovations B.V.: Coté Cosmetic Innovations B.V., located in Wormerveer under Chamber of Commerce number 86241648.
2. Customer: The party with whom Coté Cosmetic Innovations B.V. has entered into an agreement.
3. Parties: Coté Cosmetic Innovations B.V. and the customer together.
4. Consumer: A customer who is also an individual and who acts as a private person.

Applicability of General Conditions

1. These conditions apply to all quotations, offers, work, orders, agreements, and deliveries of services or products by or on behalf of Coté Cosmetic Innovations B.V..
2. Parties can only deviate from these conditions if they have expressly and in writing agreed to do so.
3. Parties explicitly exclude the applicability of any additional and/or deviating general terms and conditions of the customer or third parties.

Offers and Quotations

1. Quotations and offers from Coté Cosmetic Innovations B.V. are non-binding unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 1 month unless a different acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable period, the offer or quotation expires.
4. Offers and quotations do not apply to subsequent orders unless expressly and in writing agreed upon by the parties.

Acceptance

1. Upon acceptance of a non-binding offer or quotation, Coté Cosmetic Innovations B.V. reserves the right to withdraw the offer or quotation within 3 days after receiving the acceptance, without the customer having any rights derived therefrom.
2. Verbal acceptance by the customer only binds Coté Cosmetic Innovations B.V. after the customer has confirmed it in writing (or electronically).

Prices

1. All prices used by Coté Cosmetic Innovations B.V. are in euros, excluding VAT, and excluding any other costs such as administrative costs, packaging costs, printing costs, levies, and travel, shipping, or transport costs, unless expressly stated otherwise or agreed otherwise.
2. Coté Cosmetic Innovations B.V. can change all prices it uses for its services and products on its website or otherwise made known at any time.
3. For a service provided by Coté Cosmetic Innovations B.V., the parties agree on a total amount as an indicative price, unless the parties have expressly and in writing agreed on a fixed price that cannot be deviated from.
4. Coté Cosmetic Innovations B.V. is entitled to deviate by up to 10% from the indicative price.
5. If the indicative price is going to be more than 10% higher, Coté Cosmetic Innovations B.V. must notify the customer in a timely manner why a higher price is justified.
6. If the indicative price is going to be more than 10% higher, the customer has the right to cancel the part of the order that exceeds the indicative price plus 10%.
7. Coté Cosmetic Innovations B.V. has the right to adjust prices annually. Prior to its entry into force, Coté Cosmetic Innovations B.V. will inform the customer about price adjustments.
8. The consumer has the right to terminate the agreement with Coté Cosmetic Innovations B.V. if they do not agree to the price increase.

Payments and Payment Terms

1. Upon entering into the agreement, Coté Cosmetic Innovations B.V. may require a deposit of up to 60% of the agreed amount.
2. The customer must have made payments within 15 days after delivery.
3. Payment terms are considered as strict deadlines. This means that if the customer has not paid the agreed amount by the last day of the payment term, they are automatically in default and in breach, without Coté Cosmetic Innovations B.V. having to send the customer a reminder or put them in default.
4. Coté Cosmetic Innovations B.V. reserves the right to make a delivery dependent on immediate payment or to demand security for the total amount of the services or products.

Consequences of Non-Timely Payment

1. If the customer does not pay within the agreed term, Coté Cosmetic Innovations B.V. is entitled to charge statutory interest of 8% per month for commercial transactions from the day the customer is in default, with any part of a month counted as a whole month.
2. When the customer is in default, they are also liable for extrajudicial collection costs and any damages owed to Coté Cosmetic Innovations B.V..
3. The collection costs are calculated according to the Decree on Compensation for Extrajudicial Collection Costs.
4. If the customer does not pay on time, Coté Cosmetic Innovations B.V. may suspend its obligations until the customer has fulfilled their payment obligation.
5. In the event of liquidation, bankruptcy, attachment, or suspension of payments on the part of the customer, Coté Cosmetic Innovations B.V.'s claims against the customer become immediately due and payable.
6. If the customer refuses to cooperate in the execution of the agreement by Coté Cosmetic Innovations B.V., they are still obliged to pay the agreed price to Coté Cosmetic Innovations B.V..

Right of Reclamation

1. Once the customer is in default, Coté Cosmetic Innovations B.V. is entitled to invoke the right of reclamation regarding the unpaid products delivered to the customer.
2. Coté Cosmetic Innovations B.V. invokes the right of reclamation through written or electronic notification.
3. Once the customer has been informed of the invoked right of reclamation, they must immediately return the products covered by this right to Coté Cosmetic Innovations B.V., unless the parties have made other agreements about this. The costs for retrieving or returning the products are borne by the customer.

Right of Suspension

Unless the customer is a consumer, the customer waives the right to suspend the performance of any obligation arising from this agreement.

Right of Retention

1. Coté Cosmetic Innovations B.V. may invoke its right of retention and in that case retain the customer's products until the customer has paid all outstanding invoices to Coté Cosmetic Innovations B.V., unless the customer has provided sufficient security for those costs.
2. The right of retention also applies based on previous agreements for which the customer still owes payments to Coté Cosmetic Innovations B.V..
3. Coté Cosmetic Innovations B.V. is never liable for any damages that the customer may suffer as a result of exercising its right of retention.

Set-Off

Unless the customer is a consumer, the customer waives the right to set off a debt to Coté Cosmetic Innovations B.V. with a claim against Coté Cosmetic Innovations B.V..

Reservation of Ownership

1. Coté Cosmetic Innovations B.V. remains the owner of all delivered products until the customer has fully complied with all payment obligations to Coté Cosmetic Innovations B.V. under any agreement concluded with Coté Cosmetic Innovations B.V., including claims regarding failure to perform.
2. Until then, Coté Cosmetic Innovations B.V. can rely on its reservation of ownership and retake the goods.
3. Before ownership has passed to the customer, the customer may not pawn, sell, dispose of, or encumber the products in any way.
4. If Coté Cosmetic Innovations B.V. invokes its reservation of ownership, the agreement is considered dissolved, and Coté Cosmetic Innovations B.V. has the right to claim damages, lost profits, and interest.

Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at Coté Cosmetic Innovations B.V., unless otherwise agreed upon by the parties.
3. Delivery of products ordered online takes place at the address provided by the customer.
4. If the agreed amounts are not paid or not paid on time, Coté Cosmetic Innovations B.V. has the right to suspend its obligations until the agreed part has been paid.
5. In case of late payment, there is a creditor's default, resulting in the fact that the customer cannot object to delayed delivery to Coté Cosmetic Innovations B.V.

Delivery Time

1. The delivery times specified by Coté Cosmetic Innovations B.V. are indicative and do not entitle the customer to dissolution or compensation for exceeding them, unless expressly agreed upon in writing between the parties.
2. The delivery period starts after the customer-signed quotation has been confirmed by Coté Cosmetic Innovations B.V. in writing or electronically to the customer.
3. Exceeding the specified delivery time does not entitle the customer to compensation or the right to terminate the agreement unless Coté Cosmetic Innovations B.V. is unable to deliver within 14 days after a written demand, or unless otherwise agreed upon by the parties.

Actual Delivery

The customer is responsible for ensuring that the actual delivery of the ordered products can take place on time.

Transport Costs

Transport costs are borne by the customer unless otherwise agreed upon by the parties.

Packaging and Shipment

1. If the packaging of a delivered product is opened or damaged, the customer must have the carrier or delivery person make a note of this before accepting the product; otherwise, Coté Cosmetic Innovations B.V. cannot be held liable for any subsequent damage.
2. If the customer arranges the transport of a product themselves, they must report any visible damage to products or packaging to Coté Cosmetic Innovations B.V. before transportation; otherwise, Coté Cosmetic Innovations B.V. cannot be held liable for any subsequent damage.

Insurance

1. The customer undertakes to sufficiently insure and keep insured the following items against, among other things, fire, explosion, water damage, and theft:
 - delivered items necessary for the execution of the underlying agreement
 - items of Coté Cosmetic Innovations B.V. present at the customer's location
 - items delivered under retention of ownership
2. Upon Coté Cosmetic Innovations B.V.'s first request, the customer will present the policies of these insurances for inspection.

Storage

1. If the customer takes delivery of ordered products later than the agreed delivery date, the risk of any potential loss in quality is entirely the customer's responsibility.
2. Any additional costs due to premature or delayed acceptance of products are entirely borne by the customer.

Warranty

1. In the case of agreements involving services, Coté Cosmetic Innovations B.V. is only obliged to exert best efforts, not guaranteed results.
2. The warranty concerning products is exclusively applicable to defects caused by faulty manufacturing, construction, or material.
3. The warranty does not apply in the case of normal wear and tear, damage resulting from accidents, alterations made to the product, negligence or improper use by the customer, or when the cause of the defect cannot be clearly determined.
4. The risk of loss, damage, or theft of the products subject to an agreement between the parties transfers to the customer at the moment they are legally and/or factually delivered, or when they come into the possession of the customer or a third party receiving the product on behalf of the customer.

Execution of the Agreement

1. Coté Cosmetic Innovations B.V. carries out the agreement to the best of its insight and ability and in accordance with the requirements of good craftsmanship.
2. Coté Cosmetic Innovations B.V. reserves the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and upon written approval and payment of any agreed advance by the customer.
4. It is the customer's responsibility to ensure that Coté Cosmetic Innovations B.V. can commence the execution of the agreement in a timely manner.
5. If the customer fails to ensure that Coté Cosmetic Innovations B.V. can commence the execution of the agreement on time, any resulting additional costs and/or extra hours will be borne by the customer.
6. Additional agreements, changes, or commitments made by employees, salespersons, agents, representatives, or other intermediaries of Coté Cosmetic Innovations B.V. are binding on Coté Cosmetic Innovations B.V. only if confirmed in writing.
7. Coté Cosmetic Innovations B.V. reserves the right to perform its obligations under agreements with the customer in parts.
8. If Coté Cosmetic Innovations B.V. offers and/or presents a product via a sample, this sample serves only as an indication of the product to be delivered by Coté Cosmetic Innovations B.V. The customer cannot derive rights from this.
9. The customer must carefully examine the samples, proofs, or other tests provided by Coté Cosmetic Innovations B.V. for errors and defects, whether received at their request or not, and promptly return them to Coté Cosmetic Innovations B.V. for correction or approval.
10. Approval of the proofs, whether typesetting, printing, or otherwise, received by Coté Cosmetic Innovations B.V., constitutes acknowledgment that Coté Cosmetic Innovations B.V. has correctly performed the preceding work.
11. Coté Cosmetic Innovations B.V. is not liable for deviations, errors, and defects that have remained unnoticed in the proofs approved or corrected by the customer.
12. The costs for each proof made at the request of the customer may, unless expressly agreed otherwise, be invoiced separately from the agreed price. These proof costs might not be included in the agreed price unless explicitly agreed upon in writing.
13. If the customer provides images, models, or other documents for printing or execution by Coté Cosmetic Innovations B.V. within the framework of the agreement, the customer must provide these in the file format indicated by Coté Cosmetic Innovations B.V. In case of providing images, models, or other documents in an incorrect file format, Coté Cosmetic Innovations B.V. reserves the right to make the necessary adjustments. The costs for these adjustments will be billed to the customer at a rate of €60 excluding VAT per hour that Coté Cosmetic Innovations B.V. spends on these adjustments.

Customer Information Provision

1. The customer shall provide all information, data, and documents relevant to the correct execution of the agreement to Coté Cosmetic Innovations B.V. in a timely manner, in the desired form, and in the desired manner.
2. The customer is responsible for the accuracy, completeness, and reliability of the information, data, and documents provided, even if they originate from third parties, unless the nature of the agreement dictates otherwise.
3. Upon the customer's request, Coté Cosmetic Innovations B.V. returns the relevant documents.
4. If the customer fails, delays, or improperly provides the information, data, or documents reasonably requested by Coté Cosmetic Innovations B.V., resulting in a delay in the execution of the agreement, any resulting additional costs and extra hours shall be borne by the customer.

Confidentiality

1. The customer shall keep confidential any information (in any form) received from Coté Cosmetic Innovations B.V.
2. The same applies to all other information concerning Coté Cosmetic Innovations B.V., which the customer knows or reasonably suspects is confidential, or the dissemination of which might cause damage to Coté Cosmetic Innovations B.V.
3. The customer shall take all necessary measures to ensure the confidentiality of the information described in clauses 1 and 2.
4. The confidentiality obligation described in this article does not apply to information:
 - that was already public before the customer learned about it or became public later without resulting from a breach of the customer's confidentiality obligation
 - that the customer discloses based on a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its termination.

Penalty Clause

1. If the other party violates the article of these general terms and conditions concerning confidentiality or intellectual property, they will incur an immediately due penalty for each violation, payable for the benefit of the trade name.
 - if the other party is a consumer, this penalty amounts to € 1,000
 - if the other party is a legal entity, this penalty amounts to € 5,000
2. The other party also incurs an amount of 5% of the amount mentioned in paragraph 1 for each day that the violation persists.
3. No prior notice or legal proceedings are necessary for the imposition of this penalty. Nor does there need to be any form of damage for this penalty to be incurred.
4. The imposition of the penalty referred to in the first paragraph of this article does not detract from the other rights of Coté Cosmetic Innovations B.V., including its right to claim damages in addition to the penalty.

Indemnity

The customer indemnifies Coté Cosmetic Innovations B.V. against all claims from third parties related to the products and/or services delivered by Coté Cosmetic Innovations B.V.

Complaints

1. The customer must examine a product delivered by Coté Cosmetic Innovations B.V. or service provided as soon as possible for any shortcomings.
2. If a delivered product or provided service does not meet what the customer could reasonably expect from the agreement, the customer must inform Coté Cosmetic Innovations B.V. as soon as possible, but in any case within 1 month after discovering the shortcomings.
3. Consumers must notify Coté Cosmetic Innovations B.V. no later than 2 months after discovering the shortcomings.
4. If reasonably possible, the customer is obliged to inspect the delivered goods upon delivery. Any complaints about shortages, defects, deviations from specified specifications, incorrect packaging, incorrect layout, printing errors, or other visible damages must be reported to Coté Cosmetic Innovations B.V. in writing within 7 days of delivery.
5. The customer should provide a detailed description of the shortcomings so that Coté Cosmetic Innovations B.V. can respond adequately.
6. The customer must demonstrate that the complaint relates to an agreement between the parties.
7. If a complaint relates to ongoing work, it cannot result in Coté Cosmetic Innovations B.V. being obliged to perform other work than agreed upon.
8. Any right of the customer to compensation for defects in the performance of Coté Cosmetic Innovations B.V.'s obligations expires once the aforementioned complaint periods have elapsed. This also applies when the customer does not provide sufficient cooperation in investigating the validity of the complaints. The goods subject to the complaints must remain available for Coté Cosmetic Innovations B.V. for inspection in the condition they were in at the time the defects were discovered.
9. In the event of a recall by Coté Cosmetic Innovations B.V., including at the request of a supervisory authority, the customer must fully cooperate to allow Coté Cosmetic Innovations B.V. to take back the relevant goods. After consultation between both parties, it may be decided to terminate the agreement or have replacement delivery by Coté Cosmetic Innovations B.V.

Notice of Default

1. The customer must make notices of default known to Coté Cosmetic Innovations B.V. in writing.
2. It is the customer's responsibility to ensure that a notice of default reaches Coté Cosmetic Innovations B.V. in a timely manner.

Joint and Several Liability of the Customer

If Coté Cosmetic Innovations B.V. enters into an agreement with multiple customers, each of them is jointly and severally liable for the full amounts they owe Coté Cosmetic Innovations B.V. under that agreement.

Liability of Coté Cosmetic Innovations B.V.

1. Coté Cosmetic Innovations B.V. is solely liable for any damage suffered by the customer if and to the extent that such damage is caused by intent or deliberate recklessness. If Coté Cosmetic Innovations B.V. is liable for any damages, it shall only be liable for direct damages resulting from or related to the execution of an agreement. Coté Cosmetic Innovations B.V. is never liable for indirect damages, such as consequential damages, loss of profits, missed savings, or damages to third parties.
2. In case of Coté Cosmetic Innovations B.V.'s liability, such liability is limited to the amount paid out by a closed (professional) liability insurance, and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (portion of the) invoice amount to which the liability relates.
3. All images, photos, colors, drawings, descriptions on the website or in a catalog are merely indicative and approximate and cannot be a basis for compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.
4. The customer is obliged to provide all information, including but not limited to user instructions and leaflets, provided by Coté Cosmetic Innovations B.V. or its suppliers and partners concerning the delivered goods to its buyers. The customer must ensure that its buyers, especially the end-users, are informed of this information, including any leaflets provided by Coté Cosmetic Innovations B.V. The customer guarantees Coté Cosmetic Innovations B.V. that the information provided by them reaches the end-user. If the information provided by Coté Cosmetic Innovations B.V. does not reach the end-user and causes damage to Coté Cosmetic Innovations B.V., the customer is liable for this.
5. Coté Cosmetic Innovations B.V. is not liable if the customer uses the goods themselves in a manner other than as per the instructions in the information provided by Coté Cosmetic Innovations B.V., including but not limited to leaflets.
6. To the extent that the customer provides advice on the goods and/or their use, it is obliged to do so in accordance with the information provided by Coté Cosmetic Innovations B.V., including but not limited to leaflets.
7. Coté Cosmetic Innovations B.V. is not liable for any form of copyright infringement or trademark violation on the packaging of the delivered goods. It is the customer's responsibility to ensure that the packaging does not infringe on copyrights or trademarks of third parties. The customer indemnifies Coté Cosmetic Innovations B.V. from all claims, losses, costs, or liabilities arising from any copyright infringement or trademark violation regarding the packaging of the delivered goods.
8. Regardless of who the designated Responsible Person is, the customer remains ultimately responsible for complying with all applicable laws, regulations, and standards related to the delivered goods. Even if Coté Cosmetic Innovations B.V. is appointed as the Responsible Person, the customer bears the ultimate responsibility for the accuracy of information, compliance with legal requirements, and quality of the delivered goods. The customer must ensure at all times that the products comply with the applicable regulations and standards, irrespective of the appointment of a Responsible Person.

Expiry Term

Any right of the customer to compensation from Coté Cosmetic Innovations B.V. expires in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude what is stipulated in Article 6:89 of the Civil Code.

Right to Termination

1. The customer has the right to terminate the agreement if Coté Cosmetic Innovations B.V. culpably fails to fulfill its obligations, unless this failure, given its specific nature or minor significance, does not justify termination.
2. If the performance of obligations by Coté Cosmetic Innovations B.V. is not permanently or temporarily impossible, termination can only take place after Coté Cosmetic Innovations B.V. is in default.
3. Coté Cosmetic Innovations B.V. has the right to terminate the agreement with the customer if the customer does not fully or timely fulfill its obligations under the agreement or if Coté Cosmetic Innovations B.V. becomes aware of circumstances that give it reasonable grounds to fear that the customer will not be able to properly fulfill its obligations.

Force Majeure

1. In addition to the provisions of Article 6:75 of the Civil Code, any failure by Coté Cosmetic Innovations B.V. to fulfill any obligation towards the customer cannot be attributed to Coté Cosmetic Innovations B.V. in a situation beyond the control of Coté Cosmetic Innovations B.V., which wholly or partially impedes the performance of its obligations towards the customer or in which the performance of its obligations towards the customer cannot reasonably be expected from Coté Cosmetic Innovations B.V.
2. The force majeure situation mentioned in section 1 also includes - but is not limited to - a state of emergency (such as civil war, rebellion, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery services, or other third parties; unexpected power, electricity, internet, computer, and telecommunication interruptions; computer viruses, strikes, government measures, unforeseen transport problems, adverse weather conditions, and work stoppages.
3. If a force majeure situation occurs that prevents Coté Cosmetic Innovations B.V. from fulfilling one or more obligations to the customer, those obligations will be suspended until Coté Cosmetic Innovations B.V. can fulfill them again.
4. From the moment a force majeure situation has lasted for at least 30 calendar days, both parties may wholly or partially terminate the agreement in writing.
5. Coté Cosmetic Innovations B.V. is not liable for any damages, not even if it benefits from the force majeure situation.

Amendment of the Agreement

1. If it appears necessary to change or supplement the content of the agreement for its execution after its conclusion, the parties will amend the agreement accordingly in a timely manner and in mutual consultation.
2. The preceding clause does not apply to products purchased in a physical store.

Modification of General Terms and Conditions

1. Coté Cosmetic Innovations B.V. is entitled to amend or supplement these general terms and conditions.
2. Minor changes can be implemented at any time.
3. Significant substantive changes will be discussed with the customer as much as possible beforehand.
4. Consumers have the right to terminate the agreement in case of a substantial change in the general terms and conditions.

Transfer of Rights

1. Rights of the customer arising from an agreement between the parties cannot be transferred to third parties without the prior written consent of Coté Cosmetic Innovations B.V..
2. This provision shall be considered as a stipulation with real rights effect as referred to in Article 3:83, second paragraph, of the Civil Code.

Consequences of Invalidity or Voidability

1. If one or more provisions of these general terms and conditions prove to be void or voidable, this does not affect the other provisions of these conditions.
2. In such cases, a provision that is void or voidable will be replaced by a provision that most closely approximates what Coté Cosmetic Innovations B.V. had in mind when drafting the conditions on that point.

Applicable Law and Jurisdiction

1. Only Dutch law applies to any agreement between the parties.
2. The Dutch court in the district where Coté Cosmetic Innovations B.V. is established/practicing/holding office has exclusive jurisdiction to hear any disputes between the parties, unless the law explicitly prescribes otherwise.

Final Provisions

In the event of a dispute about the content or meaning of these terms and conditions, the Dutch text will prevail.

Drawn up on January 4, 2024.