

PLEASE CONSIDER THE FOLLOWING FOR DELIVERY :

- The number of the PO item has to be on the respective line of the XML file and on the additional data of danfe the PO number.
- The supplier has to delivery the Full line of the purchase order in the delivery date informed in the PO, according to the leadtime he has with Beiersdorf.
- The tolerance will be of 10% for more and 0% for less.
- The supplier has to inform the Exchange rate used for the conversion of the imported items that was quoted in foreign currency in Nota Fiscal (The rule for Beiersdorf is to use the PTAX of the day before the Nota Fiscal); (valid only for local suppliers).
- The delivery schedules should be done previously, with the Beiersdorf logistic department by e-mail agendamento@beiersdorf.com; (valid only for local suppliers).
- The price of the PO has to consider the packaging material which the material will be delivery.
- Nota fiscal and XML file has to be sended 24 hours before the trucks arrives at Beiersdorf;

- Receipt (delivery) has to follow the rules above:
 - Trucks has to arrives 1 hour earlier;
 - XML file + Nota Fiscal file + certificate analysis has to be sended to: nfeletronica@beiersdorf.com
 - All the deliveries has to be followed by the certificate analysis which should contain: nart, batch, manufacturing date and shelf life, especification of raw material used (cód. Resin e % used + supplier name) analytical test and material safety data sheet.
 - All the packaging has to be identified with the respective Nart, description of the product, batch number, shelf life, gross and net weight.
 - Shipping documents (national and internacional) MSDS/FISPQ
 - DOCUMENTS NEEDED FOR INTERNATIONAL SUPPLIERS: INVOICE, PACKING LIST AND CERTIFICATE OF ANALYSIS

INVOICES: Please send all the corresponding documents to the following mailbox bellow:

Xml File: nfeletronica@beiersdorf.com

Boleto: Boletos0127@Beiersdorf.com

Inquiries: Inquiries_0127_Brazil_PC@Beiersdorf.com

PDF'S (DANFE, DACTE, NFS SERVIÇO): ○ Invoices0127.PTP@Beiersdorf.com

General Terms and Conditions of Purchase

Preamble

The users of the following General Terms and Conditions of Purchase (GTCP) are BDF Nivea Ltda and its subsidiaries. These GTCP serve to delineate rights and obligations in the framework of purchases between the user and supplier. Unless otherwise specified they shall apply to all orders the user places.

1. General

1.1 Our orders are placed on the following terms. The supplier shall acknowledge these terms as binding for the present

contract, at the latest by the commencement of the execution of the contract.

1.2 Any terms and conditions of business on the part of the supplier, shall only apply if we have expressly agreed to their validity in writing. These Terms and Conditions shall also apply, if we are aware of conflicting or deviating terms and conditions of purchase and still accept a delivery without reservation.

1.3 All agreements reached between us and the supplier regarding the fulfillment of this contract shall be put down in writing in the contract and in the order.

2. Dispatch and transfer of risk

2.1 Delivery is to be made to the destination specified by us (forwarding address in accordance with forwarding code number) and to the delivery date mentioned in the order. Unless otherwise agreed, the supplier shall bear the costs of forwarding and packaging. The supplier shall bear any additional costs for more rapid transportation necessary to meet a delivery deadline.

2.2 The delivery conditions should follow the described guidelines on the purchase order.

2.3 The supplied goods shall be delivered packed in so far as by their nature they require packaging for transportation. The packaging must be safe for transportation and must comply both with the applicable terms of carriage for the mode of transportation chosen and with any statutory packaging instructions or those given in our order.

Packaging materials (returnable packs) shall only be returned by us if they are recognizable as returnable from the owner's printed details. The supplier shall bear any additional costs caused by violation of forwarding and packaging instructions.

2.4 The good shall travel at the risk of the supplier until they reach their point of destination, unless they are transported by means of our own vehicles or by a carrier determined by us. If the consignment arrives at its destination in damaged packaging, or is handed over in damaged packaging to our driver or a carrier determined by us, we shall be entitled to refuse the consignment without checking the contents. Should it be necessary to return the consignment, the costs shall be borne by the supplier.

2.5 Each delivery shall be identified by a label and should be accompanied by a Nota Fiscal or Invoice detailing the product designation given in our order as well as the order and product numbers.

2.6 The supplier guarantee that your deliveries comply integral with regulations of Brasil, including, but without limiting of, ANVISA, INMETRO, good practice of manufacturing (example) ISO 9001/2015.

3. Taking of Delivery

3.1 Acceptance of goods shall be made in each case without prejudice to assertion of any rights, particularly those rights pertaining to defective goods or delayed delivery.

3.2. If for unforeseeable, unavoidable and extraordinary circumstances beyond our control it becomes impossible or very difficult to take delivery, we shall be entitled to postpone taking delivery for as long as such circumstances prevail. Such circumstances shall include in particular all interventions on the part of a higher authority affecting the course of our operations, or the processing, sale or other use of goods. This includes import and export restrictions; natural events such as damage by fire or water; shortage of raw materials or means of transport; disruptions to our business; interruption to or restriction of power supplies leading to a stoppage in, or considerable restriction to, our production. In the event that these conditions prevail for longer than four weeks, then the supplier shall be entitled to cancel the contract should we continue to refuse to take delivery of the goods. Any further claims shall be excluded.

4. Prices and Payment

4.1 The prices displayed in the purchase order is net without ICMS, PIS and COFINS (if applicable) and for service is gross. They shall include all expenses related to the delivery and performance by the supplier. All the expenses incurred due to the execution of this GTCP's such as: transportation, air tickets, meals, accommodation, road toll and mileage travelled by the supplier shall be the responsibility of the supplier, except prior and express negotiation / authorization of BDF NIVEA.

4.2 Upon delivery of the goods the corresponding invoice detailing our order number, and an exact list of the contents and their weights and all requested statements are to be sent separately as a simple copy. Invoices with false/incorrect or missing statements will basically not be accepted and for corrections or additions returned to the sender. The time/grace period for a claim of any discount deductions will not start until the receipt of a complete invoice.

4.3 Payment does not indicate recognition of delivery or performance. In the case of bad or incomplete delivery and/or performance we are entitled, regardless of our further rights, to withhold payments of claims from our business relations to a reasonable extent until effective fulfillment. This regulation applies correspondingly in the case of set-off.

4.5 In no case shall the term of payment commence before the agreed delivery date.

4.6 Claims arising from contracts concluded with us shall only be assigned with our written consent

4.7 All the payments from BDF Nivea will be done at "Wednesdays". If the payment day isn't Wednesday than automatically the payment will be done next Wednesday. If the payment method is "boleto", the supplier should inform the correct day if not it will be paid as bank transfer.

4.8 Any change in the scope of this GTCP's that may influence the increase or decrease in the value of the PO, as well as any increase and / or reduction in value, shall be previously discussed and expressly agreed between the parties. If the invoice value is different from our PO, the goods will be refused without any additional cost or charge from BEIERSDORF, such as freight cost.

5. Safety and environmental protection

The deliveries and performances of the supplier must comply with legal regulations, especially regarding safety and environmental protection, CoC proceeding and sustainability rules of Beiersdorf.

6. Guarantee / Delivery time

6.1 The supplier shall guarantee that the goods delivered have the properties provided for in the contract, that they comply with the relevant legal provisions and the recognized principles of technology, and that they do not have defects. The supplier shall further guarantee, that the design and composition of the delivered goods have not been changed by comparison with previous consignments of the same kind that were free from defects, unless changes of this kind have been agreed with us before the conclusion of the contract.

6.2. Obvious defects (especially packaging damages) will be reprimanded by user upon delivery to the destination specified by user (forwarding address in accordance with forwarding code number). Hidden defects will be reprimanded by us as soon as discovery of the defects. In the case of an agreement of quality assurance we are only obliged to random examination and to the reprimand of obvious defects. To maintain our rights it is sufficient to send off the notice of defects on time.

6.3 If the supplier does not fulfill his duty of subsequent performance, in the case of bad performance – at our option either by remediation of the defect (repair) or by supply of a thing free of defects (substitute delivery) – within a reasonable period set by us, we shall be entitled to remedy the defect ourselves or to have it remedied by a third party or to cover our requirements through a third party, always at the cost of the supplier. If the subsequent performance has failed or is substantially detrimental for us (for example because of special urgency, threat of operational

safety or the threatening realization of excessive damages) a fixing of a time limit is not necessary; the supplier is to be told immediately, if possible, in advance.

6.4 Following a failed attempt on the part of the supplier to effect a remedy, we shall be entitled to withdraw from the contract and/or to demand compensation in place of the service; as a rule the supplier shall have no further opportunity to attempt a remedy. As far as the supplier renders a partially defective service, we shall be entitled to the right to withdraw or to demand compensation in place of performance for the defective part or for the whole contract at our discretion.

6.5 If the defects are to be remedied by the supplier the faulty goods shall be placed at his disposal either at the place they

were at when the defect was discovered or, at our discretion, at their place of destination in accordance with Section 2. If

the defect cannot be remedied on the spot, the supplier shall undertake to collect the goods and subsequently return them

to that same place at his own costs. The costs of remedying any defects shall be borne by the supplier. The running of the

guarantee period shall be suspended for the time it takes to remedy the defects.

6.6 The above provisions shall apply correspondingly in the event of delayed delivery. Should it become foreseeable that the

agreed delivery period or agreed date of delivery will be exceeded, then the supplier shall, notwithstanding his other

obligations, inform us immediately of the probable duration of the delay. Deliveries shall be deemed to be punctual if they

arrive at the place specified by us by the appointed time.

7. Manufacturing aids

7.1. All manufacturing aids such as designs, drawings, models, samples, measuring and testing equipment, delivery and testing

instructions, printer's copy etc., and also tools lent by us to the supplier to enable him to carry out the order, shall remain

our property; all trademark rights, copyrights and other patent rights stay with us. Our tools are to be insured and maintained reasonably by the supplier. Manufacturing aids made by the supplier to satisfy the order and charged to us shall become our property from the time of manufacture. Until they are surrendered they shall be kept for us by the supplier free of charge.

7.2. The above-mentioned manufacturing aids, and objects manufactured with their use and confidential information in that relation, shall not be used for other purposes, duplicated or passed on to and/or made known to third parties without our consent in writing. They are to be secured against unauthorized inspection or use. The supplier shall return them to us without being asked when the business relation has ended, when they are no longer required to complete the delivery and/or service and/or when we have not expressly given permission for the supplier to retain them.

8. Product liability, insurance

8.1 If the supplier is responsible for a damage of the product he is obliged to release us from claims of damages from third

parties at the first request, if the cause is set in his own domain and organizational area and if he is externally liable himself.

8.2 The supplier shall have product liability insurance for each personal or property damage during the duration of this contract, GTCP, until the end of the limitation of damages.

8.3 The supplier shall conclude sufficient personal liability insurance at his own costs for damages that could be caused in

relation with this contract by his legal representatives, executive employees or any other assistants

8.4 The supplier gives proof of the insurance on demand.

9. Property rights

The supplier shall warrant that the delivered goods and/or their use does not infringe upon any industrial property rights or other rights of third parties. Where such rights do exist, the supplier shall compensate us for any damage arising there from according to the applicable laws and shall undertake to indemnify us against the claims of third parties arising from property rights

10. Retention of title

Title shall pass to user after payment. Any extended Retention of title shall be excluded.

11. Place of performance

The place of delivery specified in the purchase order shall be the place where the risk is transferred.

12. Confidentiality, third party rights

The supplier should consider the Purchase Order, GTCP, the services related and all the complementary informations to accomplish PO, specially those with technically or commercially nature, comercial secret, and confidential ("confidential information"). For third party, the confidential information will be disclosed only with the consent of the user. The confidential obligation will remain still after the closure of the comercial agreement, ending only if the document be public.

13. Millestones

14.1. Supplier is solely and exclusively responsible for the relationship between its employees, contractors, representatives and subcontractors, including any noncompliance with labor and non-compliance, as well as any costs, expenses and taxes of any nature, including labor, retirement fund , Civil or criminal, exempting users from any claim in this regard.

14.2. These GCTPs bind the Parties, as well as their heirs and successors, and constitute the understanding between the Parties with respect to the subject matter hereof, and supersede all prior discussions, negotiations, agreements, and other documents, except for the negotiated contract or Negotiated between the parties to regularize the PO.

14.3. Any omission or waiver by either Party in relation to the requirements to comply with the general terms and conditions hereof or in connection with the exercise of the resulting rights shall not constitute novation or waiver and shall not invalidate the right of the Party exercising it any time.

14.4. These GCTPs do not constitute, among the Parties, any form of partnership, association, agency, consortium, employment relationship or joint liability.

14.5. These GCTPs may not be modified, supplemented, modified or adjusted except by an instrument duly signed by an authorized entity or by representatives of each Party.

14.6. In the event of a conflict between the terms and conditions of this GCTP or any of its components, at any time, the terms, conditions and provisions of this GCTP shall prevail, and the contrary provisions shall be considered void, even if they are members of this instrument, except with respect The negotiated contract or the contract that should be signed negotiated between the parties to regulate the subject of the PO.

14.7. These GCTPs may not be transferred, legally or otherwise, without the prior written permission of the other Party.

14.8. The emissions of any PO by the User will not be considered, in any way, as a commitment of the User with new acquisitions or transactions