

**FNC International B.V.
Standard Terms and Conditions
for Sale to Consumers via the website:
EU.fragrance.com**

ARTICLE 1. DEFINITION OF TERMS

These terms and conditions use the following definitions of terms:

1. **Additional contract:** a contract where the consumer acquires products and/or services in connection with a distance contract and these goods, digital content and/or services are provided by Fragrance.com or a third party on the basis of a contract between that third party and Fragrance.com;
2. **Account:** the account on the website created by the consumer;
3. **Standard Terms and Conditions:** these standard terms and conditions;
4. **Cooling-off period:** the period during which a consumer may invoke his right of withdrawal;
5. **Consumer:** the natural person who does not act for purposes that are associated with his trade, business, vocational or professional activity;
6. **Day:** calendar day;
7. **Fragrance.com:** FNC International B.V. with its registered office in Dordrecht, and its principal place of business at Rijksweg 7, 3316 EE Dordrecht;
8. **Continuing performance contract:** a contract that provides for the regular supply of goods and/or services during a certain period;
9. **Durable medium:** every tool - including email - that enables the consumer or Fragrance.com to store information addressed to him personally in a way that facilitates future consultation or use during a period that is in line with the purpose for which the information is intended and the unchanged reproduction of the stored information;
10. **Associated parties:** this refers to each and every legal entity or natural person that exercises control over, is controlled by, or under joint control of Fragrance.com, including the natural person who controls said legal entities;
11. **Right of withdrawal:** the consumer's option to decide not to continue with the distance contract within the cooling-off period;
12. **Model form for withdrawal:** the European model form for withdrawal included in Annex I to these Standard Terms and Conditions;
13. **Contract:** every contract between Fragrance.com and the consumer regarding the sale and/or delivery by Fragrance.com of products and/or services, every change or addition thereto, and all legal or other acts to prepare and/or to implement that contract;
14. **Distance contract:** a contract concluded between Fragrance.com and the consumer in the context of an organised system for the distance-selling of products and/or services, whereby up to and including the conclusion of the contract only one or more distance-communication technologies are used;
15. **Parties:** the consumer and Fragrance.com;
16. **Distance-communication technology:** a means that can be used to conclude a contract, without the consumer and Fragrance.com having met in the same room at the same time;
17. **Website:** a Fragrance.com website where a Fragrance.com online shop is offered.

ARTICLE 2. IDENTITY OF FRAGRANCE.COM

FNC International B.V.
Rijksweg 7

3316 EE Dordrecht
Telephone number: +31 (0)85-8081250
Email address: contact.nl@fragrance.com
Company number: 75652412
VAT number: NL860353527B01

ARTICLE 3. SCOPE

- 3.1 These Standard Terms and Conditions govern and form an inseparable part of every offer by Fragrance.com to enter into a distance contract and every distance contract concluded between Fragrance.com and the consumer.
- 3.2 Herewith Fragrance.com expressly rejects the applicability of any standard or specific terms and conditions operated by the consumer, under whichever name.
- 3.3 In the event any provision of the distance contract is in breach of any provision of the standard conditions, the provision of the distance contract prevails.
- 3.4 If any provision of these Standard Terms and Conditions and/or the distance contract is void, voidable or non-binding, the remaining provisions remain in full force. In that case the consumer and Fragrance.com are obliged to replace the void, voidable or non-binding provision with a new provision that is not void, voidable or non-binding that approximates the tenor and purpose of the void, voidable or non-binding provision as much as possible.
- 3.5 If the consumer places an order via the Website, the consumer agrees to these Standard Terms and Conditions. Every order also implies that the consumer has taken cognisance of these Standard Terms and Conditions.
- 3.6 Fragrance.com is entitled to amend these Standard Terms and Conditions at any time and without prior notice, where amendments do not apply to orders already accepted and confirmed. The version of the Standard Terms and Conditions as published on the website at the time of the order governs the order and the distance contract between the consumer and Fragrance.com. By placing an order, the consumer agrees to the amended Standard Terms and Conditions.
- 3.7 Fragrance.com is not bound to undertake and/or deliver the performances itself and reserves the right to outsource this to third parties.

ARTICLE 4. THE OFFER

- 4.1 Every offer of Fragrance.com, in whichever form and of whichever name, is without obligation and non-binding to Fragrance.com.
- 4.2 The offered products are exclusively available to consumers who have reached the legitimate age to make the applicable online purchases in the respective country, or have parental consent.
- 4.3 The offer contains an accurate and complete description of the products, digital content and/or services on offer. It may happen that the information on the website or another offer is unexpectedly incorrect, incomplete or no longer current. It may happen that characteristics of products (price, appearance, ingredients), digital content and/or services, are not displayed or depicted accurately. In that case the consumer cannot claim entitlement to delivery pursuant to the information displayed erroneously. In that case, the information that is on the product, or its packaging, itself, or the price that is on the order and/or payment confirmation from Fragrance.com applies in principle. In the event of such a deviation, the consumer may state that he or she does not wish to purchase the product and the product will be accepted for return. Manifest errors or mistakes in the offer are not binding to Fragrance.com.

- 4.4 In respect of the agreed specifications, minor deviations in quantity, sizing, weights, fragrance or colours or other deviations that come under reasonable tolerance according to custom and practice in the sector are permissible and may never constitute grounds for claims/complaints.
- 4.5 The information on the website is amended from time to time, including but not limited to prices.
- 4.6 Special promotions are only valid if the products are on special offer at the time the consumer pays for the order. Special offers, including but not limited to while-stocks-last offers, apply whilst stocks last and provided the other conditions of the special offer are met.

ARTICLE 5. AGE

- 5.1 A minimum age applies to purchasing products. Only people who are of the relevant minimum age are entitled to place orders via the website, to conclude a contract with Fragrance.com, and to receive the products. By placing an order, the consumer states to have reached the required minimum age or has parental consent. Fragrance.com is entitled to verify the age, including by means of an age-verification system, at the time of purchase and/or delivery.
- 5.2 Fragrance.com is entitled not to issue orders to the consumer as long as Fragrance.com is of the opinion that it has not been determined adequately by or on behalf of Fragrance.com that the person who placed the order or to whom the products are handed over, reached the relevant minimum age.

ARTICLE 6. THE CONSUMER'S OBLIGATIONS

- 6.1 The consumer is always responsible for providing accurate, current, truthful and complete information, documents and data to Fragrance.com, including providing those on time. Any consequences of not, late or not properly providing accurate, current, truthful and/or complete information, documents and/or data, and/or the consumer not, late or not properly cooperating, are at the risk and expense of the consumer, including but not limited to delays and additional costs.

ARTICLE 7. ACCOUNT

- 7.1 The consumer guarantees that the information provided by the consumer in the context of creating his account is accurate and complete and that the consumer shall update those in order to keep them correct and complete.
- 7.2 The consumer is responsible for the confidentiality of the log-in details for the account. The consumer is liable for all the use, as a result of acts and/or omissions attributable to the consumer, via the website account. As soon as the consumer knows or has reason to suspect that the account came in the hands of unauthorised persons, the consumer should inform Fragrance.com immediately, without prejudice to the consumer's obligation to take adequate measures himself, such as changing his password. Fragrance.com is not liable for damage that results from or pertains to unauthorised use of the account in any way, unless this damage is the consequence of circumstances attributable to Fragrance.com.
- 7.3 If Fragrance.com observed that the consumer misused the website, Fragrance.com is entitled to block and/or remove the account temporarily or permanently. If misuse occurs more frequently, or if Fragrance.com has good reasons to fear the same, and with due regard to the relevant legislation and regulations and insofar as permitted by law, Fragrance.com is entitled to share the relevant information with its associated companies and Fragrance.com and its associated companies are entitled to refuse orders from and deliveries to this consumer from now on.

ARTICLE 8. THE CONTRACT

- 8.1 Fragrance.com is not bound by orders from the consumer. The contract is first created because Fragrance.com sends confirmation of the consumer's order, or after Fragrance.com started with implementing the contract. Fragrance.com may ascertain whether the consumer is able to meet his payment obligations and the facts and factors that are relevant to responsibly entering into a distance contract. If, on the basis of this investigation, Fragrance.com has good reasons not to enter into the contract, it is entitled to refuse an order or request, or to attach special conditions to the implementation, whilst stating reasons.
- 8.2 The products, digital content and/or services offered on the Website are intended for end users and it is not the intention from them to be sold on by the consumer. Therefore, Fragrance.com reserves the right not to accept and/or deliver orders for reasons of its own, for example to possible resellers and/or to impose a maximum on the quantities of certain items to be ordered.

ARTICLE 9. RIGHT OF WITHDRAWAL FOR A DISTANCE CONTRACT

For products:

- 9.1 For a cooling-off period of 14 days, or for a longer cooling-off period if Fragrance.com and the consumer agreed a longer cooling-off period, a consumer may dissolve a distance contract regarding the purchase of a product without stating reasons. Fragrance.com may ask the consumer for the reason for the withdrawal.
- 9.2 The cooling-off period referred to in Article 9.1 commences on the day after a consumer, or a third party designated by the consumer, who is not the transport company, received the product, or:
- a) If the consumer ordered several products in one order: the day on which the consumer, or a third party designated by him, received the last product. Fragrance.com may refuse an order of several products with a different delivery period;
 - b) If the delivery of a product consists of various shipments or elements: the day on which the consumer, or a third party designated by him, received the last shipment or the last element;
 - c) For contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, received the first product.

For services and digital content that was not supplied on a material carrier:

- 9.3 The consumer may dissolve a distance contract to perform services and/or a distance contract to deliver digital content that is not delivered on a material carrier without stating reasons up to a time when a period of 14 days has expired. Fragrance.com may ask the consumer for the reason for the withdrawal.
- 9.4 The cooling-off period referred to in Article 9.3 commences on the day following the day of concluding the contract.

ARTICLE 10. THE CONSUMER'S OBLIGATIONS DURING THE COOLING-OFF PERIOD

- 10.1 During the cooling-off period, a consumer will deal carefully with the product and the packaging. He shall only unpack or use the product to the extent required to determine the nature, characteristics and the operation of the product. The principle is that the consumer may only handle and inspect the product as he would in a shop.
- 10.2 The consumer is responsible for the loss of value of the product suffered due to handling the product in ways that go beyond the permission of Article 10.1.

ARTICLE 11. EXERCISING THE RIGHT OF WITHDRAWAL BY THE CONSUMER AND ITS COSTS

- 11.1 If a consumer uses his right of withdrawal, he shall report this to Fragrance.com within the cooling-off period by means of the model form for withdrawal or in any other unambiguous way.
- 11.2 As soon as possible, but within 14 days of the day following the notice referred to in Article 11.1, the consumer returns the product or submits it to Fragrance.com or its authorised representative.
- 11.3 The consumer returns the product with all its accessories, in its original condition and packaging, unused and unopened, and pursuant to the reasonable and clear instructions issued by Fragrance.com.
- 11.4 The risk and burden of proof for the correct and punctual exercise of the right of withdrawal rests with the consumer.
- 11.5 The consumer bears the direct costs of returning the product.
- 11.6 If, having expressly requested that the performance of a service (that was not prepared for sale in a limited volume or specific quantity) commences during the cooling-off period, the consumer is liable to pay Fragrance.com an amount equal to that part of the undertaking that was met by Fragrance.com at the time of withdrawal, compared to full compliance with the undertaking.
- 11.7 If the consumer uses his right of withdrawal, all the additional contracts are dissolved by operation of the law.

ARTICLE 12. FRAGRANCE.COM'S OBLIGATIONS ON WITHDRAWAL

- 12.1 Fragrance.com repays the consumer's payments immediately, but within 14 days of the day following the day on which the consumer reports the withdrawal. Unless Fragrance.com offered to collect the product itself, it may wait with repayment until it has received the product or the consumer proves that he returned the product, whichever time is first, and the consumer cannot claim earlier compliance of the aforementioned repayment obligation for a lawful withdrawal.
- 12.2 For the refund, Fragrance.com uses the same payment method used by the consumer, unless the consumer consents to a different method.
- 12.3 Unless explicitly stated, any costs for delivery and returns will not be reimbursed by Fragrance.com if the consumer decides to withdraw, unless the withdrawal is due to a defect at the end of
- 12.4 Fragrance.com. If the consumer opted for a more expensive delivery method than the cheapest standard delivery, Fragrance.com does not have to refund the additional costs for the more expensive method either.

ARTICLE 13. EXCLUSION OF RIGHT OF WITHDRAWAL

- 13.1 Fragrance.com has excluded the following products and services from the right of withdrawal:
 - a) Products or services of which the price is bound by fluctuations on the financial market that are beyond Fragrance.com's control and that may occur within the cooling-off period;
 - b) Contracts that were concluded at a public auction. A public auction refers to a sales method where Fragrance.com's products and/or services are offered to the consumer who is present in person at the auction, led by an auctioneer, and where the successful bidder is obliged to purchase the products and/or services;
 - c) Service contracts, after complete performance of the service, if:
 - (1) The implementation started with the express prior consent of the consumer; and
 - (2) The consumer stated that he loses his right of withdrawal as soon as Fragrance.com has performed the contract in full.

- d) Products produced according to the consumer's specifications, that are not prefabricated and that are produced on the basis of an individual choice or decision, or that are clearly intended for a specific person;
- e) Products that spoil quickly or have a limited shelf-life;
- f) Sealed products that for reasons of health protection or hygiene are not suitable for return and whose seal was broken following delivery;
- g) Products that, due to their nature, are irrevocably mixed with other products following their delivery;
- h) Products of which the price was agreed on concluding the contract, but that can only be delivered after 30 days, and the actual value of which depends on fluctuations in the market that are beyond Fragrance.com's sphere of control;
- i) Sealed products whose seal was broken following delivery;
- j) Products that are returned incomplete or used;
- k) The delivery of digital content other than on a material carrier, but only if:
 - (1) The implementation started with the express prior consent of the consumer; and
 - (2) The consumer stated that he loses his right of withdrawal therewith.

ARTICLE 14. THE PRICE

- 14.1 All prices are in Euro. The prices published on the website are inclusive of VAT, but exclusive of any removal contribution, deposit, service costs, delivery, shipping or processing costs, that are at the consumer's expense. Insofar as applicable, those costs are calculated separately and itemised on the order form and added to the total amount of the order. The costs that are charged for the delivery depend on the delivery method selected by the consumer.
- 14.2 If, after concluding the contract with the consumer, one or more cost-determining factors are increased or new cost-price determining factors arise for Fragrance.com, even if this arises due to foreseeable circumstances, Fragrance.com is entitled to pass on this increase or these costs to the consumer. In that case, the consumer is authorised to dissolve the relevant contract as of the day on which the price increase becomes effective.

ARTICLE 15. COMPLIANCE WITH THE CONTRACT

- 15.1 Fragrance.com guarantees that products and/or services comply with the contract and specifications noted in the offer, reasonable requirements of being fit for purpose and/or usability and the statutory provisions and/or government regulations that apply on the date of concluding the contract. If this was agreed explicitly, Fragrance.com also guarantees that the product is suitable for use other than normal.

ARTICLE 16. DELIVERY AND IMPLEMENTATION

- 16.1 Fragrance.com shall take due care on receipt and during the implementation of orders of products and on assessing requests for service provision.
- 16.2 The place of delivery is the address the consumer stated to Fragrance.com. Fragrance.com only delivers to the countries available in the checkout form and is free not to accept orders destined for delivery outside this list of countries or to postpone and/or to cancel the delivery if the consumer has stated an address that is not in the serviceable areas of Fragrance.com or of the logistics providers that are used for the fulfillment of orders.

- 16.3 The delivery periods and dates stated and/or confirmed by Fragrance.com are indicative and only an approximation. They never concern strict deadlines. Fragrance.com simply exceeding a stated, confirmed or agreed latest delivery period or date does not put Fragrance.com in default. Without prejudice to the aforementioned, delivery periods etc commence at the time of creating the contract and when Fragrance.com has received all the details required for the implementation from the consumer.
- 16.4 Fragrance.com is entitled to comply with its due performance in part, in which case Fragrance.com is entitled, but not obliged, to invoice each part delivery.
- 16.5 The consumer is obliged to ensure that the personal delivery of the products at the delivery address completed by the consumer on the order form, or agreed between the parties, and during the delivery window entered by the consumer on the order form or agreed between the parties, is possible. If the addressee is not present at the agreed delivery time, or the time entered on the order form, and should it be possible to offer the order later within the same delivery time, extra costs will be charged for the delivery if the delivery is completed. If the addressee is unable to receive the delivery within the delivery period, Fragrance.com or its transport company shall contact the consumer to reach a new agreement. If a new agreement cannot be reached and/or the delivery cannot be delivered in any other way, Fragrance.com is entitled to charge the consumer EUR 50.00, whilst the consumer will be held in default in terms of the acceptance; any other costs or damage shall be at the consumer's expense. Fragrance.com is not liable for any possible loss, damage or costs if deliveries are not in accordance with the stated delivery and shipping dates.
- 16.6 If personal delivery of the products is not possible, Fragrance.com may comply with its contract by offering the products, not being alcohol, tobacco products and/or medication, to the neighbour or by placing them at the door of the delivery address or by delivering them to a representative designated by the consumer and notified to Fragrance.com. Delivery in this manner is fully at the consumer's risk and Fragrance.com is not responsible for any spoiling or loss of products.
- 16.7 If one or more of the ordered products are not in stock, this may cause the entire order to be delayed. When that is the case, Fragrance.com shall inform the consumer. With due regard to the provisions of these Standard Terms and Conditions, Fragrance.com shall endeavour to carry out accepted orders with due urgency and within 30 days, unless another delivery period was agreed.
- 16.8 If the delivery is subject to delays or if an order cannot be implemented or only in part, Fragrance.com shall inform the consumer.
- 16.9 The risk of damage and/or loss of products transfers to the addressee, the commercial collection point/distribution point or a designated representative notified to Fragrance.com, at the time of delivery.

ARTICLE 17. CONTINUED PERFORMANCE TRANSACTION: DURATION AND TERMINATION

- 17.1 A consumer may terminate an indefinite contract for the regular delivery of products or services at any time with due regard to the agreed rules for giving notice and a notice period of one month.
- 17.2 A consumer may terminate a fixed-term contract for the regular delivery of products or services at the end of the defined period at any time with due regard to the agreed rules for giving notice and a notice period of one month.

- 17.3 A consumer may terminate the contracts referred to in the previous paragraphs if he concluded them.

ARTICLE 18. PAYMENT

- 18.1 Payment may only take place with the payment systems and methods offered on the Fragrance.com website. Any payment costs shall be borne by the consumer. The consumer is obliged to pay in the manner as agreed between the parties.
- 18.2 Insofar as not provided otherwise in the contract or in additional terms and conditions, the amounts payable by the consumer shall be paid within 14 days of starting the cooling-off period, or in the absence of a cooling-off period, within 14 days of concluding the contract. In the event of a contract to provide a service, this period commences on the day the consumer received confirmation of the contract.
- 18.3 A consumer is obliged to report any inaccuracies in issued or stated payment details to Fragrance.com without delay, whilst stating the correct payment details.
- 18.4 If a consumer does not meet his payment obligations on time, and having been reminded by Fragrance.com of the late payment and after Fragrance.com awarded the consumer a period of 14 days to meet his payment obligations, the consumer has still not made the payment within this 14-day period, he is liable to pay statutory interest on the payable amount and Fragrance.com is entitled to charge the consumer for extrajudicial collection costs and any legal costs it incurred. The fee for extrajudicial collection costs payable by the consumer amounts to: 15% of the amount of the principal sum of the claim over the first EUR 2,500 of the claim, where the payable fee for the extrajudicial collection costs amounts to at least EUR 40.00; 10% of the amount of the principal sum of the claim over the next EUR 2,500 of the claim and 5% of the amount of the principal sum of the claim over the next EUR 5,000 of the claim.

ARTICLE 19. RETENTION OF TITLE (IN THE EVENT OF FULL OR PARTIAL PAYMENT IN ARREARS)

- 19.1 All products delivered to the consumer remain the property of Fragrance.com for as long as the consumer has not met all his payment obligations resulting from any contract with Fragrance.com and/or these Standard Terms and Conditions in full, - either for the delivered products or the products to be delivered -, including, but not limited to the purchase price, interest and collection costs. The products supplied under retention of title are the consumer's risk and expense.
- 19.2 Until the price has been paid in full, the consumer is bound to monitor the products with the greatest possible care and to keep them properly insured against the usual risks, including in favour of Fragrance.com. The consumer shall keep the products in such a way that they cannot mix with other items or ensure there is no specification or accession. Insofar as mixing, accession or specification arise due to the actions of the consumer, all Fragrance.com's claims on the consumer are due and payable immediately.
- 19.3 The consumer shall store and mark the products in such a manner that they can be identified at all times as products of Fragrance.com delivered under retention of title.
- 19.4 The consumer shall inform Fragrance.com immediately if the products become damaged or lost, or if they are attached or confiscated by third parties. At Fragrance.com's first request, the consumer shall inform it of the location of the products.
- 19.5 Before full payment has been made, the consumer is not authorised to process or edit the products, to sell them in full or in part, to rent, give in use, pledge them to third parties or to

encumber them with rights in any other way, or to place these products outside his control in any way, unless in the context of his normal business operations. Without a notice of default, when the payment period has been exceeded or if Fragrance.com has reason to assume that the consumer will not meet his obligations, Fragrance.com is authorised to reclaim the products immediately and to collect or have them collected from their location at the consumer's risk and expense.

- 19.6 Therefore, the consumer grants Fragrance.com irrevocable authorisation, now for then, to collect the products. The consumer shall undertake or refrain from anything that is reasonably required to facilitate the collection of the products. All costs of the reclaim and the collection of the products shall be charged to the consumer.

ARTICLE 20. COMPLAINTS PROCEDURE

- 20.1 Fragrance.com has a complaints procedure.
- 20.2 The consumer shall submit the complaints regarding the implementation of the contract to Fragrance.com within a reasonable period of time of the consumer having observed the defects, with a clear and complete description.
- 20.3 Returns shall only take place in consultation with Fragrance.com.
- 20.4 If the consumer is not satisfied with the way in which Fragrance.com processed the complaint, the consumer may submit the complaint to the Disputes Committee by means of the European ODR Platform: <http://www.ec.europa.eu/consumers/odr>.

ARTICLE 21. FRAGRANCE.COM'S LIABILITY

- 21.1 Without prejudice to the rights the consumer may have, and insofar as permitted by law, Fragrance.com is not liable for damage due to/to:
- a) Faults on the website;
 - b) Fraud committed by a third party, allowing for the information on the website and/or in the account to have been amended wrongfully;
 - c) Not being able to deliver orders due to shortages in stock;
 - d) Products that were not obtained via the website;
 - e) Products caused by normal use;
 - f) Products that have exceeded their lifespan;
 - g) Products that were not stored, used, etc in accordance with the label and/or directions.
- 21.2 Fragrance.com is also not liable for damage that is not caused by Fragrance.com.
- 21.3 Without prejudice to the rights the consumer may have, and insofar as permitted by law, Fragrance.com's liability due to an attributable shortcoming in complying with the contract, pursuant to an unlawful act or any other reason, is limited at all times to direct damage to maximum the amount of the purchase price payable by the consumer for the relevant product/service in respect of which Fragrance.com's liability arose.
- 21.4 Without prejudice to the rights the consumer may have, and insofar as permitted Including by law, Fragrance.com is not liable for any special, indirect or consequential damage.
- 21.5 The provisions of this Article 21 and all other restrictions and exclusions of liability as set out in these Standard Terms and Conditions and the contract also apply in favour of all bodies, employees, associated parties and auxiliaries of Fragrance.com. They may invoke the provisions of these Standard Terms and Conditions and the contract directly.

- 21.6 Fragrance.com endeavours to safeguard that the website is free from viruses, but unfortunately it is unable to provide any guarantees. The website may contain links to the websites of third parties. Fragrance.com cannot guarantee the content and the performance of third-party websites.

ARTICLE 22. FORCE MAJEURE

- 22.1 Fragrance.com is never liable for damage due to force majeure,
- 22.2 If force majeure of a temporary or permanent nature prevents Fragrance.com from implementing or continuing to implement the contract, Fragrance.com is entitled, without being liable for damages, to dissolve the contract without judicial intervention, in full or in part, or to suspend the further implementation of the contract. In the event of suspension, Fragrance.com shall still be entitled to declare the contract to have been dissolved in full or in part.
- 22.3 Force majeure is deemed to consist of all those circumstances that prevent Fragrance.com from implementing the contract, or part thereof, or that make it impossible or unreasonably onerous to do so, if such circumstances occur beyond Fragrance.com's reasonable sphere of control, including, but not limited to fire, floods, strikes, industrial action, war (declared or otherwise), riots, Covid-19, pandemic, epidemic, sickness, acts of war, water damage, weather conditions, violence, defective machinery, defective goods that are to be used during the implementation of the contract, interruptions in the supply of energy, storage and transport problems, shortcomings of suppliers and/or other auxiliaries of Fragrance.com, terrorism, power cuts, system problems, embargoes, blockades, statutory restrictions, government advice, government measures in the widest sense of the word. Force majeure also refers to such unforeseen circumstances for third parties used by Fragrance.com to implement the contract.

ARTICLE 23. INTELLECTUAL PROPERTY

- 23.1 All intellectual property rights pertaining to the website and all the elements represented on it, including in any case but not limited to the brands, drawings, models, photos, text, illustrations, logos, icons, graphics, products, sound, images, rest with Fragrance.com, its associated parties and/or its licensors and/or content providers. Fragrance.com does not license the consumer and/or third party, other than the right to visit the website. Every other use is expressly prohibited. The aforementioned means that the consumer is not permitted to disclose, multiply and/or edit the information included on the websites - except for personal use - without express permission.

ARTICLE 24. DISPUTES

- 24.1 All contracts between Fragrance.com and the consumer that are governed by these Standard Terms and Conditions and its resulting or corresponding contracts, are governed solely by the laws of the Netherlands.

ARTICLE 25. PRIVACY

- 25.1 All personal data provided or collected through or in connection with the acquired products or services or through or in connection with this website will be used in accordance with the privacy policy as published on this website.

Annex I: Model form for withdrawal

Model form for withdrawal

(This form should only be completed and returned if you wish to withdraw from the contract)

- To: FNC International B.V.
Rijksstraatweg 7
3316 EE Dordrecht
- - I/We* hereby give notice that I/We* revoke our contract concerning
the sale of the following products: [product description]*
the provision of the following service: [service description]*,
- ordered on*/received on* [date of order in case of services or receipt in case of products] (DD- MM-
YYYY):
Order number:
- Name/Names of the consumer(s):
Address of the consumer(s):
IBAN number:
- Signature of the consumer(s) (only when this form is submitted as a hard copy):
- Date (DD-MM-YYYY):

* Delete or complete as appropriate.