

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms are used, each with the following meaning.

1. Wellesthetic: MJ Verheij Holding B.V., the user of these general terms and conditions, also operating under the trade name Wellesthetic, located at Prinsengracht 382H, 1016JA in Amsterdam, registered in the Trade Register under Chamber of Commerce number 34182675.
2. Counterparty: any natural or legal person with whom Wellesthetic has entered into or intends to enter into an Agreement.
3. Consumer: a Counterparty, a natural person not acting in the course of a profession or business.
4. Parties: Wellesthetic and the Counterparty together.
5. Agreement: any agreement concluded between Wellesthetic and the Counterparty, in the context of which Wellesthetic has committed itself to the delivery of Products to the Counterparty.
6. Distance Agreement: an Agreement concluded between Wellesthetic and a Consumer within the framework of an organized system for distance selling without the simultaneous personal presence of Wellesthetic and the Consumer, and whereby, up to and including the moment of concluding the Agreement, only one or more means of distance communication are used, such as in the case of a consumer purchase concluded through the Webshop. An Agreement is not considered a Distance Agreement if no organized system for sales is used, for example, if the Consumer looks up Wellesthetic's contact details on the internet or in a telephone directory and concludes an Agreement by telephone.
7. Webshop / website address: h2aesthetics.com, h2aesthetics.nl.
8. Products: the items to be delivered by Wellesthetic to the Counterparty within the framework of the Agreement, including but not limited to beauty equipment and beauty articles for various applications.
9. Written: communication in writing, communication by e-mail, or any other means of communication that can be considered equivalent to this with regard to the state of the art and the prevailing opinions in society.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer made by Wellesthetic and every Agreement.
2. The applicability of any purchasing or other different general terms and conditions of the Counterparty is expressly rejected.
3. Any deviation from the provisions of these general terms and conditions can only be made expressly and in writing. If and to the extent that what the Parties have expressly and in writing agreed deviates from the provisions of these general terms and conditions, what the Parties have expressly and in writing agreed shall apply.
4. The invalidity or nullity of one or more provisions of these general terms and conditions or the Agreement as such does not affect the validity of the other provisions. In such a case, the Parties are obliged to enter into consultations with each other in order to establish a replacement arrangement regarding the affected provision. In doing so, the purpose and scope of the original provision are observed as much as possible.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

1. Every offer made by Wellesthetic (including its written and/or verbal quotations) is non-binding. Wellesthetic reserves the right to revoke its offer immediately, or as soon as possible after its acceptance by the Counterparty. If, in such a case, for example, in the context of an order in the Webshop, payment has already been made by the Counterparty, Wellesthetic will promptly arrange for a refund.
2. Wellesthetic's offers include equipment that may only be used by individuals who have undergone prior training provided by Wellesthetic. These products are not supplied to Consumers by Wellesthetic. The delivery of this specific equipment is subject to a protocol prepared by Wellesthetic that Parties must sign

before delivery takes place. In these cases, the signing of said protocol forms part of the formation of the agreement.

3. Any errors and/or mistakes made by Wellesthetic do not bind Wellesthetic in any way.

4. Notwithstanding the provisions of clause 1, every Agreement is concluded at the moment the offer made by Wellesthetic is accepted, in the manner specified by Wellesthetic. If the Counterparty's acceptance deviates from Wellesthetic's offer, the Agreement is not concluded in accordance with this deviating acceptance, unless otherwise indicated by Wellesthetic.

5. If the Agreement is concluded through Wellesthetic's Webshop, Wellesthetic will confirm the formation of the Agreement to the Counterparty by email as soon as possible, notwithstanding the provisions of clause 1.

6. If Wellesthetic provides the Counterparty with a Written order confirmation following an orally concluded Agreement, it is deemed that this confirmation accurately and completely reflects the Agreement, unless the Counterparty has objected in writing within two working days after receipt of the order confirmation.

7. If the Counterparty enters into the Agreement on behalf of another natural or legal person, it declares by entering into the Agreement to be authorized to do so. The Counterparty is jointly and severally liable with this (legal) person for the performance of the obligations under that Agreement.

8. Due to the specialized nature of most products supplied by Wellesthetic, an order with this specialized nature cannot be cancelled after confirmation by Wellesthetic and is therefore final. In most cases, products with this nature will require an advance payment.

ARTICLE 4. | RIGHT OF WITHDRAWAL IN DISTANCE AGREEMENTS

1. Subject to the provisions elsewhere in this article and particularly the provisions in the following clause, the Consumer may terminate the Distance Agreement within 14 days after receiving the Products, without giving any reason.

2. The Consumer does not have the right of withdrawal in the following cases:

3. the supply of Products which are not suitable for return due to reasons of health protection or hygiene and whose sealing has been broken after delivery;

4. the supply of Products which are liable to deteriorate or expire rapidly;

5. the supply of custom-made Products according to the Consumer's specifications or which are clearly personalized;

6. the supply of Products for which the right of withdrawal is otherwise excluded or does not apply under Section 6.5.2B of the Dutch Civil Code.

7. The Consumer may terminate the Distance Agreement by submitting a request to Wellesthetic via email or by using the model withdrawal form provided by Wellesthetic. As soon as Wellesthetic has been informed of the Consumer's intention to terminate the Distance Agreement and if the conditions of this article are met, Wellesthetic will confirm the termination of the Distance Agreement by email.

8. During the period referred to in clause 1, the Consumer must handle the Products and their packaging with care. The Consumer may only unpack and use the Products to the extent necessary to assess the nature and characteristics of the Products. The principle here is that the Consumer may only handle and inspect the Products as he would be allowed to do in a physical store.

9. If the Consumer exercises the right of withdrawal, they must return the Products undamaged, with all accessories supplied and in the original condition and packaging to Wellesthetic.

10. The Consumer is liable for any depreciation of the Products resulting from handling the Products beyond what is permitted under clause 4. Wellesthetic is entitled to charge the Consumer for this depreciation, whether by offsetting it against any payment already received from the Consumer or otherwise.

11. Return of the Products must take place within 14 days after the Consumer has terminated the Distance Agreement in accordance with clause 3.

12. If the Consumer exercises the right of withdrawal, the costs of returning the Products are borne by the Consumer.

13. Wellesthetic will refund any payments already received from the Consumer, minus any depreciation, as soon as possible but no later than 14 days after the termination of the Distance Agreement, provided that the Products have been received by Wellesthetic, or the Consumer has provided evidence of having returned the Products. If the right of withdrawal is only applied to part of the order, the delivery costs initially paid by

the Consumer are not eligible for refund. Furthermore, Wellesthetic is not obligated to refund any additional costs if the Consumer has expressly opted for a delivery method other than the least costly standard delivery method offered by Wellesthetic.

ARTICLE 5. | DELIVERY TIMES

- 1.All delivery times to which Wellesthetic has committed itself to the Counterparty are indicative and non-binding. Wellesthetic's default occurs only after the Counterparty has sent a Written notice of default to Wellesthetic, specifying a reasonable period for performance in the notice of default, and Wellesthetic remains in default after the expiration of this period.
- 2.Wellesthetic's default entitles the Counterparty to dissolve that part of the Agreement to which the default relates, but never entitles the Counterparty to additional damages.

ARTICLE 6. | DELIVERY

- 1.The delivery of the Products takes place at the agreed place and manner. In the case of delivery, delivery takes place at the delivery address specified by the Counterparty.
- 2.Wellesthetic reserves the right to deliver orders in parts. In this case, the cooling-off period for the Consumer in the context of a Distance Agreement only starts when the last partial delivery from the order is received by or on behalf of the Consumer.
- 3.The risk of loss and damage to the Products passes to the Counterparty at the moment the Products are received by or on behalf of the Counterparty.
- 4.In the event of exceeding the agreed delivery time, the Counterparty is never entitled to refuse to accept the Products to be delivered and/or to pay the agreed price and any delivery costs.
- 5.If the Products cannot be delivered to the Counterparty, or not in a timely manner, due to circumstances attributable to the Counterparty, Wellesthetic is entitled to store the Products at the Counterparty's expense, without prejudice to the Counterparty's obligation to pay the agreed price and any delivery costs.
- 6.If the Counterparty refuses to accept delivery of the Products or otherwise fails to take delivery of the Products, the Counterparty shall, upon Wellesthetic's first request, specify within what period the Products will still be accepted. This period shall never be longer than two weeks after the day of the request referred to in the previous sentence. Wellesthetic is entitled to terminate the Agreement if, after the expiry of the period referred to in the previous sentence, the Counterparty has still failed to accept delivery of the Products, without prejudice to the Counterparty's obligation to pay the agreed price and the reasonable storage costs for the Products.
- 7.If Wellesthetic incurs additional necessary costs as a result of the application of clauses 5 or 6, which would not exist if the Counterparty had properly fulfilled its obligation to accept delivery from Wellesthetic, these costs shall also be borne by the Counterparty.

ARTICLE 7. | INSPECTION AND COMPLAINTS

- 1.At the time of delivery, or promptly thereafter, the Counterparty must examine whether the nature and quantity of the Products correspond to the Agreement. If the nature and/or quantity of the Products do not correspond to the Agreement, the Counterparty must notify Wellesthetic of this promptly.
- 2.Complaints regarding defects that were not reasonably visible or otherwise not detectable at the time of delivery must be submitted in writing to Wellesthetic within one working day after the Counterparty has become aware of the defect, or could reasonably have become aware of it, providing precise reasons for the complaint.
- 3.Notwithstanding the provisions of the preceding clauses of this article, a Consumer cannot claim that what has been delivered does not conform to the Agreement if the Consumer has not complained to Wellesthetic about the defect within two months of discovering it.

- 4.If the Counterparty fails to complain in a timely manner and in accordance with the provisions of the preceding clauses, no obligation arises for Wellesthetic from such a complaint by the Counterparty.
- 5.Even if the Counterparty complains in a timely manner, its obligation to make timely payment to Wellesthetic remains, unless the law expressly prevents this to the benefit of the Consumer.

ARTICLE 8. | WARRANTY AND CONFORMITY

- 1.The Counterparty is only entitled to any expressly declared warranty by Wellesthetic. The foregoing shall apply with the understanding that a warranty provided by Wellesthetic, the manufacturer, or importer does not affect the mandatory legal rights and claims that Consumers may assert against Wellesthetic (conformity). Wellesthetic never provides any warranty other than the legally required warranty for Consumers (conformity) on the handpieces of laser equipment and SHR devices.
- 2.Without prejudice to any expressly and in writing agreed warranty conditions, applicable warranties (including claims based on non-conformity) shall lapse in any case if a defect in the delivered Products is the result of a cause external to the delivery or any other circumstance not attributable to Wellesthetic or its supplier. This includes, but is not limited to, defects resulting from damage, natural wear and tear, damage due to vandalism, incorrect or improper handling, incorrect or improper use, use contrary to the instructions for use or other instructions from or on behalf of Wellesthetic, failure to carry out expert and regular maintenance, and making changes to the delivered Products, including repairs not carried out with prior express and written consent from Wellesthetic.
- 3.The Counterparty can only rely on the provisions of the preceding clauses if the Counterparty has fulfilled all its payment obligations arising from the Agreement.
- 4.Repair or replacement under warranty constitutes full compensation for Wellesthetic. Wellesthetic's liability for any failure to fulfill its warranty obligations towards the Counterparty is limited to the costs of repair or replacement by third parties, to the extent that these costs are reasonable. However, the Counterparty shall not instruct third parties to carry out repair or replacement until the Counterparty has sent a Written notice of default to Wellesthetic regarding the performance of its warranty obligations, specifying a reasonable period within which Wellesthetic can still fulfill its obligations, and the performance of the warranty obligations has still not occurred after the expiration of the latter period.

ARTICLE 9. | FORCE MAJEURE

- 1.Wellesthetic is not obliged to fulfill any obligation towards the Counterparty if and for as long as it is hindered in doing so by a circumstance not attributable to its fault, and which is not under the law, a legal act, or prevailing social views for its account.
- 2.In the event of force majeure, the performance of Wellesthetic's obligations shall be suspended. If this period during which the performance of Wellesthetic's obligations is impossible due to force majeure lasts longer than three months, both Parties are entitled to terminate the Agreement without judicial intervention, without any obligation to pay damages in that case.
- 3.To the extent that Wellesthetic has already partially fulfilled its delivery obligations or can only partially fulfill its delivery obligations at the time of the occurrence of force majeure, Wellesthetic is entitled to separately invoice the already delivered or yet to be delivered Products as if it were a separate Agreement.

ARTICLE 10. | SUSPENSION AND TERMINATION

- 1.Wellesthetic is entitled, if the circumstances of the case reasonably justify it, to suspend the performance of the Agreement without judicial intervention or to terminate the Agreement in whole or in part with immediate effect if the Counterparty fails to fulfill, fails to fulfill in a timely manner, or fails to fulfill completely its obligations under the Agreement, or if circumstances that have come to the attention of Wellesthetic after the conclusion of the Agreement give good reason to fear that the Counterparty will not fulfill its obligations. If the Counterparty's failure to perform or imminent failure to perform its obligations under which it is deficient is not permanently impossible, the right to terminate the Agreement arises only after the Counterparty has

been notified in writing by Wellesthetic of its default, specifying a reasonable period within which the Counterparty can (still) fulfill its obligations, and the performance is still outstanding after the expiry of the latter period.

2.If the Counterparty liquidates its business or transfers it to a third party, is in a state of bankruptcy, has applied for (provisional) suspension of payments, is subject to the Debt Management (Natural Persons) Act, has any attachment placed on its property, or is otherwise unable to freely dispose of its assets, Wellesthetic is entitled to terminate the Agreement with immediate effect and without judicial intervention, unless the Counterparty has already provided sufficient security for the fulfillment of its payment obligations under the Agreement.

3.The Counterparty never claims any form of compensation in connection with the right of suspension or termination exercised by Wellesthetic under this article.

4.The Counterparty is obliged to compensate Wellesthetic for the damage suffered as a result of the suspension or termination of the Agreement.

5.If Wellesthetic terminates the Agreement under this article, all claims that Wellesthetic has against the Counterparty become immediately due and payable.

ARTICLE 11. | PRICES, DELIVERY COSTS & PAYMENTS

1.All amounts mentioned by Wellesthetic and payable by the Counterparty are exclusive of VAT, provided that an offer addressed to Consumers includes these amounts inclusive of VAT.

2.In the case of shipment of the Products, the actual delivery costs are borne by the Counterparty. Before a consumer purchase is concluded, the total price is stated, including VAT and any delivery costs.

3.Without prejudice to what may have been expressly and in writing agreed, Wellesthetic is entitled to demand that the amount due by the Counterparty be paid in full or in part in advance.

4.Wellesthetic is not obliged to proceed with (further) execution of the Agreement until the Counterparty has fulfilled all its due and payable payment obligations to Wellesthetic. In accordance with the provisions of Article 10, Wellesthetic is therefore entitled to suspend the performance of the Agreement in case of default by the Counterparty until the Counterparty has rectified its payment default.

5.Payments must be made in the manner and at the time or within the period specified by Wellesthetic. In case of a bank transfer, Wellesthetic uses a standard payment term of 7 days after the invoice date, but may deviate from this in individual cases, such as in case of a down payment or advance payment.

6.Payment must be made without any recourse to suspension or set-off, to the extent permitted by law for the benefit of the Consumer.

7.Wellesthetic is entitled to make the invoices due to the Counterparty available exclusively by email.

8.If the Counterparty liquidates its business or transfers it to a third party, is in a state of bankruptcy, has applied for (provisional) suspension of payments, is subject to the Debt Management (Natural Persons) Act, has any attachment placed on its property, or is otherwise unable to freely dispose of its assets, the claims against the Counterparty are immediately due and payable.

9.If timely payment is not made, the Counterparty is in default by operation of law. From the day on which the Counterparty is in default, the Counterparty owes interest on the outstanding amount of 2% per month, with a portion of a month being considered a full month. Instead of the contractual interest mentioned in the previous sentence, the statutory interest applicable at the time of default applies if the Counterparty is a Consumer.

10.All reasonable costs, such as judicial, extrajudicial, and execution costs, incurred to obtain the amounts due from the Counterparty, are borne by the Counterparty.

ARTICLE 12. | LIABILITY AND INDEMNIFICATION

1.The Counterparty bears the damage caused by inaccuracies or incompleteness in the information provided by it for the performance of the Agreement, any other failure to fulfill the obligations of the Counterparty arising from the law or the Agreement, and any other circumstance that cannot be attributed to Wellesthetic.

Damage as a result of such a circumstance does not entitle the Counterparty to compensation or any other form of compensation from Wellesthetic.

2. Wellesthetic is never liable for indirect damage, including but not limited to lost profits and damage due to business interruption. Without prejudice to the provisions of the rest of these general terms and conditions, especially the provisions of clause 4, Wellesthetic can only be held liable by the Counterparty for direct damage suffered by the Counterparty as a result of an attributable failure by Wellesthetic to fulfill its obligations under the Agreement. An attributable failure must be understood as a failure that a careful and expert colleague can and should avoid, taking into account normal diligence and the professional knowledge and means required for the performance of the Agreement. Direct damage is understood to mean exclusively:

3. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination concerns damage that qualifies for compensation under these general terms and conditions;

4. any reasonable costs incurred to have the defective performance of Wellesthetic comply with the Agreement, insofar as these can be attributed to Wellesthetic;

5. reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have led to limitation of the direct damage within the meaning of these general terms and conditions.

6. If Wellesthetic is liable for any damage, Wellesthetic always has the right to repair this damage. The Counterparty must enable Wellesthetic to do so, failing which any liability of Wellesthetic in this regard lapses.

7. The liability of Wellesthetic is limited to a maximum of repair or replacement of the delivery to which the liability of Wellesthetic relates. If repair and replacement are not possible, the liability of Wellesthetic is limited to a maximum of the invoice value of the Agreement, or that part of the Agreement to which the liability of Wellesthetic relates, provided that the liability of Wellesthetic will never exceed the amount that is actually paid out in the relevant case under the liability insurance taken out by Wellesthetic, increased by any deductible of Wellesthetic applicable under that insurance.

8. The limitation period for all legal claims against Wellesthetic is one year. Contrary to the previous sentence, claims arising to Consumers based on facts that would justify the claim that a consumer purchase does not conform to the Agreement expire after two years.

9. The Counterparty indemnifies Wellesthetic against any claims by third parties that suffer damage in connection with the performance of the Agreement and for which the cause cannot be attributed to Wellesthetic. If Wellesthetic is held liable by third parties for this reason, the Counterparty is obliged to assist Wellesthetic both out of court and in court and to do everything promptly that can reasonably be expected of it in that case. If the Counterparty fails to take adequate measures, Wellesthetic is entitled, without notice of default, to take such measures itself. All costs and damage incurred by Wellesthetic and/or third parties as a result thereof shall be borne in full by the Counterparty.

10. Wellesthetic is never liable for changes in technical parameters or software functions of the offered or delivered equipment caused by the manufacturer of the equipment which may show deviations from the initial offer.

11. In the case of a consumer purchase, the limitations in this article do not extend beyond what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

12. The liability limitations in these general terms and conditions do not apply if the damage is caused by intent or conscious recklessness of Wellesthetic.

ARTICLE 13. | GENERAL COMPLAINTS POLICY

1. Complaints regarding the performance of the Agreement by Wellesthetic must, without prejudice to the provisions of Article 7, be submitted in writing to Wellesthetic within a reasonable time after the Counterparty has discovered the defects, fully and clearly described.

2. Complaints submitted to Wellesthetic will be answered within a period of 14 days after receipt thereof. If a complaint requires a longer processing time, a response will be sent within the 14-day period with an acknowledgment of receipt and an indication of when the Counterparty can expect a more detailed response.

3.If the complaint, in the context of a Distance Agreement, cannot be resolved by mutual agreement, the Consumer can submit the dispute to the dispute resolution platform via the ODR platform (ec.europa.eu/consumers/odr/).

ARTICLE 14. | RETENTION OF TITLE

- 1.All Products delivered by Wellesthetic to the Counterparty remain its property until the Counterparty has duly fulfilled all its payment obligations under the respective Agreement.
- 2.The Counterparty is prohibited from selling, pledging, or encumbering in any other way the Products subject to retention of title.
- 3.If third parties seize the Products subject to retention of title, or wish to establish or enforce rights thereon, the Counterparty is obliged to notify Wellesthetic thereof as soon as possible.
- 4.The Counterparty unconditionally grants permission to Wellesthetic or third parties designated by Wellesthetic to enter all places where the Products subject to retention of title are located. In case of default by the Counterparty, Wellesthetic is entitled to take back the Products referred to here. All related reasonable costs are borne by the Counterparty.
- 5.If Wellesthetic cannot invoke the retention of title because the Products have been mixed, transformed, or incorporated, the Counterparty is obliged to pledge the newly formed items to Wellesthetic.

ARTICLE 15. | TRAINING AND TRAINING CERTIFICATES

In addition to what is described in Article 3.2, Wellesthetic provides training for the use of the designated devices and accessories. Depending on the type of training provided, there may be a pre-agreed amount charged for the training. Participants receive a certificate issued by Wellesthetic upon completion of the training.

ARTICLE 16. | PRIVACY PROVISIONS AND GDPR

Processing of personal data

By checking the respective box on the website of Wellesthetic, participants agree to the processing and collection of their personal data. The personal data processed in connection with actions, offers, events, or orders via [Wellesthetic] are the first name, middle name (if filled in), last name, email address, gender, and date of birth of the customer. According to the relevant legislation, the personal information of the customer is registered and stored in the database exclusively managed by [Wellesthetic]. Customers accept that their data will be stored, processed, and transmitted by [Wellesthetic]. The personal data is collected and processed solely to ensure the smooth progress of the purchase and to enable [Wellesthetic] to fulfill its obligations related to the contest. Customers will be kept informed of commercial offers from [Wellesthetic] if the participant has explicitly given his or her consent for this.

Customer data is stored and processed securely by [Wellesthetic] to facilitate the completion of web forms. Customers who have given their explicit consent to receive commercial messages can unsubscribe at any time by clicking on the corresponding link, as indicated in each message.

[Wellesthetic] guarantees that personal data will not be passed on to third parties other than companies affiliated with [Wellesthetic]. Every customer has the right of access, modification, and correction or deletion of his/her data. They also have the right to object to the processing of their personal data within the relevant framework if there are serious and legitimate reasons for doing so. For information or questions related to privacy or data protection, please contact sales@wellesthetic.nl

Privacy Statement

Customer data is used solely to fulfill purchases or actions, including sending invitation emails to friends and sending email messages from [Wellesthetic]. Customers can unsubscribe from emails via a link at the bottom of the relevant email or via the site. Measurements are made by Google Analytics for statistical analysis purposes.

ARTICLE 17. | FINAL PROVISIONS

1. Dutch law exclusively applies to every Agreement and all legal relationships arising therefrom between the Parties.
2. The Parties will not appeal to the court until they have made every effort to settle the dispute amicably.
3. To the extent that the law does not mandatorily deviate therefrom under the given circumstances of the case, only the competent court within the district of the registered office of Wellesthetic is designated to hear judicial disputes between the Parties.