



GENERAL TERMS OF PURCHASE

(January 1, 2013)

1. PURPOSE

These General Terms of Purchase ("GTP") shall apply to all orders (if of goods and Supplies, whether involving logging, equipment, components, semi-finished Supplies, parts, raw materials or others, and (if) of services, related or not related to the goods and Supplies (hereinafter collectively, the "Supplies") placed by an affiliated company of the Albéa Group (hereinafter referred to as "Albéa").

2. ORDER

2.1. Purchase Order

The Supplies shall be ordered by a purchase order (the "Order") either for an unlimited period of time or an undetermined volume (the "Open Order") or for a limited period of time or a predetermined volume (the "Closed Order"). Orders shall be sent by mail, fax or any agreed electronic means.

2.2. Acceptance of the Order

Orders shall be deemed accepted upon receipt of the acknowledgment or receipt attached to the Order, to be returned to the Purchasing Department by the Supplier (the "Supplier") by mail, fax or any agreed electronic means, no later than within 20 business days of the date of the Order.
Any commencement of performance of the Order by Supplier shall be deemed an express acceptance of the terms of the Order, even if Supplier does not return to Albéa the acknowledgment of receipt.

The Supplier shall verify that the instructions and information contained in the Documents (as defined in Article 3.2) constituting the Order comply with the laws and regulations in force and the practices in the industry, and shall immediately inform Albéa in writing of any such discrepancy.
Notwithstanding paragraph 1 of this Article 2.2, for contracts executed by mail, the contract shall be binding when Albéa, after having placed an Order and having received an acknowledgment of receipt of such Order by the supplier, expressly accepts the offer, confirms its acceptance.

If the Order is modified by the Supplier, Albéa must be made aware of such modification by issuing a new Order (or an amendment to the initial Order) incorporating such modification.

2.3. Binding Effect of GTP

By accepting Albéa's Order, the Supplier hereby irrevocably accepts, without reserve, these GTP. The Supplier warrants the provisions of all documents (invoices or other Supplier documents) constituting any purchase of these GTP including without limitation its own general terms and conditions of sale.
In addition, no subsequent revisions may be made to the GTP once the Supplier and Albéa shall have agreed on the GTP applicable to the Order prior to its issuance, such as at the stage of the request for quotation.

3. SUPPLIERS' OBLIGATIONS

3.1 The Supplier, engaged in its field of activity, is fully aware of the restrictions in the packaging industry for cosmetics, including without limitation, restrictions on quality costs and aesthetics. The Supplier undertakes to comply with the Supplies in accordance with its best standards and practices, and in compliance with the applicable laws, regulations and standards in force in the health, safety, environmental protection fields, and specifically with the labor laws, in each of the countries where the production and marketing of the Supplies occurs. The Supplier shall hold Albéa harmless from and against any claim, demand, or action resulting from non-compliance with these provisions and shall bear all direct and indirect consequences of such non-compliance, so that Albéa shall never be subject to any claim, demand, or action.
The Supplier undertakes to perform the Order in accordance with the Documents (as defined hereinafter). The Supplier shall verify that the technical information and the materials and equipment provided to it are suitable for the proper performance of the Order.

The Supplier's Quality System must fully comply with the quality requirements specified in Albéa's orders.

If requested by Albéa, Supplier will permit Albéa and/or its designees to: (i) examine all pertinent documents; and (ii) inspect all the materials and other information relating to the Supplies, equipment, Supplier's obligations under the Order, any payment made to Supplier, any claim made by Supplier and any quotes, invoices or similar materials from Supplier's own suppliers or subcontractors; (iii) view any facility or process relating to the Supplies or the Order, including those relating to production quality; and (iv) audit any facility or process to determine compliance with the requirements of the Order. Supplier will provide to Albéa its most current financial statements, including balance sheet, profit and loss statement and cash flow statements and supporting data and schedules.

3.2 The Supplier shall deliver the Supplies conforming with all other documents which are given to the Suppliers under the Albéa and the Supplier relating to the Order, in addition to the GTP, including without limitation the drawings, specifications, statements of work, etc. (the "Documents").

3.3 Albéa reserves the right at any time to direct changes, or cause Supplier to make changes, to the contents under any Order or Order amendment, but not limited to, changes in the design (including process specifications), methods, production methods, material, quantity, timing, quality control, and Supplier's agreed to promptly make such changes. Prices and/or limitations on other parts of the contract shall be adjusted as follows: (i) if the Supplier or Supplier's subcontractor will be equally adjusted by Albéa following Albéa's receipt from Supplier of sufficient documentation regarding Supplier's cost and/or production timing resulting from such change;

3.4 The Supplier shall not be entitled to make any modifications to the Supplies, such as a change in components, materials, processes or place of production, without Albéa's prior written consent, within the meaning of the Albéa's quality procedures and the applicable practices in the cosmetic industry. Any change (i) in subcontractors of Supplier or suppliers of Supplier or (ii) in the form or appearance of Supplies, must be approved by Albéa in advance and in writing. Any requests for such changes by Supplier may be approved or denied by Albéa in its sole discretion.

3.5 In order to maintain the permanent competitiveness of the Supplies and of Albéa's products which incorporate such Supplies, the Supplier shall continually monitor its productivity. The minimum annual productivity level expected for the Supplies shall be determined by mutual agreement.

3.6 Acceptance of the Order by the Supplier shall be deemed to be an agreement by Supplier to strictly comply with either the delivery deadline in the Closed Order or delivery schedule transmitted by EAD, WebEDI or by fax, in the case of Open Order. No early deliveries shall be accepted, unless otherwise agreed in writing, and in any case at Supplier's expense.

4. PRICE – PAYMENT TERMS

4.1. Price

The price of the Supplies shall be determined in the applicable Order. Unless otherwise provided in the Order, the price shall be firm, fixed and non-revisable (even due to increases in raw material or component costs, labor costs, or overhead costs), and excluding VAT. The prices shall be deemed "Delivery Duty Paid", or "DDP", (Incoterms 2010) of all subsequent Incoterms substituted for the Incoterms 2010, at the place of delivery of the Supplies stated in the Order.

The prices shall not be modified in any way without the written agreement of both parties. Neither party may cause to perform the Order, nor in the event of a disagreement as to a request for a price adjustment. Since Albéa must ensure the continuity of the performance of its obligations to its customers, if an agreement cannot be reached on a price adjustment, until Supplies can be provided, Albéa shall be entitled to purchase from other suppliers and deliver the Supplies under the terms of the Order.
The Supplier represents and warrants that the price charged to Albéa for the Supplies is at least as low as the price charged by Supplier to other buyers under conditions similar to those specified in the Order and that that price complies with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Supplier shall ensure that the prices charged to Albéa for the Supplies are the same as the prices charged to other buyers. Supplier shall warrant that the prices charged to Albéa comply with applicable laws and regulations and will implement Supplier's own cost savings and productivity programs and initiatives to reduce Supplier's price.

4.2. Invoicing and Payment Terms

The invoice shall identify the applicable Order and the Supplies to which it applies. The invoice shall be sent to the invoicing address indicated on the Order.

Unless otherwise provided in the Order, Supplier and Albéa agree that payments shall take place sixty (60) days following the later of the date of the Albéa's receipt of the (i) Supplier's or (ii) Supplier's invoices, it being understood that: (i) the amount of the invoices shall be reduced by any late delivery penalties in accordance with the provisions of Article 5 hereunder; (ii) Albéa shall be entitled to pay the amount of the invoices earlier, with deduction of a discount which shall be determined by Albéa at its sole discretion; and (iii) Albéa makes advance payments, the said advance payment shall be delivered by a standby letter of credit to be provided by the Supplier.

The Supplier shall in no event assign or delegate its account receivable without Albéa's prior, express consent.

Albéa reserves the right to offset any amounts owed to it by Supplier for any reason whatsoever against the amounts it may owe to the Supplier.

5. DELIVERY

Time of the essence and all dates referred to in this Order shall be firm. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Order, Supplier shall promptly notify Albéa in writing.
The Supplier's commitment to delivery deadlines are a material factor in deciding Albéa to place the Order with Supplier.
The "Delivery Date" means the date Supplies are delivered at the place of delivery stated by Albéa in the corresponding Order.

If delivery of the Supplies on the applicable Delivery Date is not made the penalties described in this Article 5 shall become due and continue until delivery without further notice or demand.
For any delivery performed prior to the Delivery Date, unless expressly requested in writing by Albéa, Albéa reserves the right to return the Supplies to the Supplier at the Supplier's own risk and expenses. For any delivery performed after the Delivery Date, the Supplier shall, without further notice, at the amount of five (5%) percent of the invoice amount excluding VAT of the relevant Order, per day of delay, commencing with the first day after the Delivery Date. Payment of the said penalties shall not relieve Supplier from its obligations to deliver the Supplies and shall be in addition to and not in lieu of all other rights and remedies available to Albéa.
The Supplier shall be liable for any delay in the supply performance, whether intentional or not, made by the Supplier to its failure to comply with a Delivery Date. Albéa shall furthermore have the option of terminating the Order in accordance with Article 15.2 hereunder. Any additional costs generated by an order of Supplier from another supplier shall be borne by the Supplier.

6. TRANSPORTATION-DELIVERY-CUSTOMS REQUIREMENTS AND EXPORT DOCUMENTS
6.1 The Supplier shall be required to deliver the Supplies at its own expense and risks ("DDP" (Incoterms ICC 2010) at the place of delivery indicated in the Order, with all duties and taxes paid by Supplier, unless otherwise specifically agreed to in writing by the parties.
6.2 The packaging, at the Supplier's expense, shall be adapted to the transportation and electronic transmission (certificates) relating to the Supplies which is necessary for Albéa to fulfill its obligations and the material and electronic packaging unit must be suitable for transport to the destination location, and shall permit unloading without any risk of accident or damage. Each packaging unit must legibly show on the outside the notations required by the applicable shipping regulations, as well as any instructions for special conditions required for stocking. All damage (destruction of goods, short shipments, losses, etc.) caused to the Supplies resulting from unadapted or improper packaging shall be borne by the Supplier.
6.3 The Supplier agrees to comply with all the rules applicable to the transportation of Supplies ordered by Albéa. The Supplier shall ensure that the Supplies shall not be damaged in shipping, including for example by requiring that the carrier refrains from transporting dangerous goods and supplies next to the Supplies ordered by Albéa.
6.4 A. Upon request, Supplier will promptly furnish Albéa with all certificates of origin and domestic value-added and other information relating to the certificates and places of origin of the Supplies and the materials and components used in the Supplies, and shall be responsible for all customs, tariffs and other applicable governmental regulations. Supplier will take all actions to comply with all such regulations. Supplier will provide a completed North American Free Trade Agreement (NAFTA Certificate) or origin of origin of NAFTA qualifying Supplies sold to Albéa pursuant to the Order. Supplier will provide Albéa with correct Country of Origin information for Supplies not qualifying for NAFTA treatment. If Supplier does not provide the correct information, the import duties and taxes, including penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Albéa.
B. Supplier will indemnify and hold Albéa, Albéa's customers and their respective accessories, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees, costs and fines and penalties) arising out of, relating to, or resulting from (i) Supplier's failure to furnish such certificates or other information to Albéa, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Supplier with such regulations.

6.5 Supplier will promptly furnish to Albéa all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Supplier will also provide to Albéa all documents required for the Supplier to obtain an advance payment from Albéa to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting from the payment of such duties or taxes shall be the responsibility of the Supplier, and the Supplier shall be responsible for all customs, tariffs and other applicable governmental regulations. Supplier will take all actions to comply with all such regulations. Supplier will provide a completed North American Free Trade Agreement (NAFTA Certificate) or origin of origin of NAFTA qualifying Supplies sold to Albéa pursuant to the Order. Supplier will provide Albéa with correct Country of Origin information for Supplies not qualifying for NAFTA treatment. If Supplier does not provide the correct information, the import duties and taxes, including penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Albéa.
6.6 Supplier will indemnify and hold Albéa, Albéa's customers and their respective accessories, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees, costs and fines and penalties) arising out of, relating to, or resulting from (i) Supplier's failure to furnish such certificates or other information to Albéa, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Supplier with such regulations.

6.7 The Supplier shall be required to deliver the Supplies at its own expense and risks ("DDP" (Incoterms ICC 2010) at the place of delivery indicated in the Order, with all duties and taxes paid by Supplier, unless otherwise specifically agreed to in writing by the parties.
6.8 The packaging, at the Supplier's expense, shall be adapted to the transportation and electronic transmission (certificates) relating to the Supplies which is necessary for Albéa to fulfill its obligations and the material and electronic packaging unit must be suitable for transport to the destination location, and shall permit unloading without any risk of accident or damage. Each packaging unit must legibly show on the outside the notations required by the applicable shipping regulations, as well as any instructions for special conditions required for stocking. All damage (destruction of goods, short shipments, losses, etc.) caused to the Supplies resulting from unadapted or improper packaging shall be borne by the Supplier.
6.9 The Supplier agrees to comply with all the rules applicable to the transportation of Supplies ordered by Albéa. The Supplier shall ensure that the Supplies shall not be damaged in shipping, including for example by requiring that the carrier refrains from transporting dangerous goods and supplies next to the Supplies ordered by Albéa.
6.10 A. Upon request, Supplier will promptly furnish Albéa with all certificates of origin and domestic value-added and other information relating to the certificates and places of origin of the Supplies and the materials and components used in the Supplies, and shall be responsible for all customs, tariffs and other applicable governmental regulations. Supplier will take all actions to comply with all such regulations. Supplier will provide a completed North American Free Trade Agreement (NAFTA Certificate) or origin of origin of NAFTA qualifying Supplies sold to Albéa pursuant to the Order. Supplier will provide Albéa with correct Country of Origin information for Supplies not qualifying for NAFTA treatment. If Supplier does not provide the correct information, the import duties and taxes, including penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Albéa.
B. Supplier will indemnify and hold Albéa, Albéa's customers and their respective accessories, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees, costs and fines and penalties) arising out of, relating to, or resulting from (i) Supplier's failure to furnish such certificates or other information to Albéa, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Supplier with such regulations.

6.11 Supplier will promptly furnish to Albéa all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Supplier will also provide to Albéa all documents required for the Supplier to obtain an advance payment from Albéa to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting from the payment of such duties or taxes shall be the responsibility of the Supplier, and the Supplier shall be responsible for all customs, tariffs and other applicable governmental regulations. Supplier will take all actions to comply with all such regulations. Supplier will provide a completed North American Free Trade Agreement (NAFTA Certificate) or origin of origin of NAFTA qualifying Supplies sold to Albéa pursuant to the Order. Supplier will provide Albéa with correct Country of Origin information for Supplies not qualifying for NAFTA treatment. If Supplier does not provide the correct information, the import duties and taxes, including penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Albéa.
6.12 Supplier will indemnify and hold Albéa, Albéa's customers and their respective accessories, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees, costs and fines and penalties) arising out of, relating to, or resulting from (i) Supplier's failure to furnish such certificates or other information to Albéa, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Supplier with such regulations.

6.13 Supplier shall be required to deliver the Supplies at its own expense and risks ("DDP" (Incoterms ICC 2010) at the place of delivery indicated in the Order, with all duties and taxes paid by Supplier, unless otherwise specifically agreed to in writing by the parties.
6.14 The packaging, at the Supplier's expense, shall be adapted to the transportation and electronic transmission (certificates) relating to the Supplies which is necessary for Albéa to fulfill its obligations and the material and electronic packaging unit must be suitable for transport to the destination location, and shall permit unloading without any risk of accident or damage. Each packaging unit must legibly show on the outside the notations required by the applicable shipping regulations, as well as any instructions for special conditions required for stocking. All damage (destruction of goods, short shipments, losses, etc.) caused to the Supplies resulting from unadapted or improper packaging shall be borne by the Supplier.
6.15 The Supplier agrees to comply with all the rules applicable to the transportation of Supplies ordered by Albéa. The Supplier shall ensure that the Supplies shall not be damaged in shipping, including for example by requiring that the carrier refrains from transporting dangerous goods and supplies next to the Supplies ordered by Albéa.
6.16 A. Upon request, Supplier will promptly furnish Albéa with all certificates of origin and domestic value-added and other information relating to the certificates and places of origin of the Supplies and the materials and components used in the Supplies, and shall be responsible for all customs, tariffs and other applicable governmental regulations. Supplier will take all actions to comply with all such regulations. Supplier will provide a completed North American Free Trade Agreement (NAFTA Certificate) or origin of origin of NAFTA qualifying Supplies sold to Albéa pursuant to the Order. Supplier will provide Albéa with correct Country of Origin information for Supplies not qualifying for NAFTA treatment. If Supplier does not provide the correct information, the import duties and taxes, including penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Albéa.
B. Supplier will indemnify and hold Albéa, Albéa's customers and their respective accessories, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees, costs and fines and penalties) arising out of, relating to, or resulting from (i) Supplier's failure to furnish such certificates or other information to Albéa, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Supplier with such regulations.

6.17 Supplier will promptly furnish to Albéa all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Supplier will also provide to Albéa all documents required for the Supplier to obtain an advance payment from Albéa to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting from the payment of such duties or taxes shall be the responsibility of the Supplier, and the Supplier shall be responsible for all customs, tariffs and other applicable governmental regulations. Supplier will take all actions to comply with all such regulations. Supplier will provide a completed North American Free Trade Agreement (NAFTA Certificate) or origin of origin of NAFTA qualifying Supplies sold to Albéa pursuant to the Order. Supplier will provide Albéa with correct Country of Origin information for Supplies not qualifying for NAFTA treatment. If Supplier does not provide the correct information, the import duties and taxes, including penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Albéa.
6.18 Supplier will indemnify and hold Albéa, Albéa's customers and their respective accessories, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees, costs and fines and penalties) arising out of, relating to, or resulting from (i) Supplier's failure to furnish such certificates or other information to Albéa, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Supplier with such regulations.

7. ACCEPTANCE

7.1 Albéa may refuse all or any portion of the Supplies, by notice given by ordinary mail, fax or any other agreed electronic means, if Supplier fails to meet any Delivery Date, makes incomplete or excess deliveries, or does not conform to the Specifications of the Supplies ordered. In such case, Albéa shall in no event be construed as a waiver or limit the scope of the warranties or other undertakings by the Supplier pursuant to these GTP or any expressed or implied warranty.

7.2 Any Supplies refused shall be returned to the Supplier at its expense, risk and perils, within (8) days after the notice of refusal of the delivery.

7.3 The Supplier shall compensate Albéa for all excess costs related to the failure to perform its obligation to make conforming deliveries (rejects, storage, triage, interim costs, alterations, extra business, breaches of all its plants and its clients'), recall campaigns, penalties, orders of Supplies, including towing, from a third party, etc.).

8. TRANSFER OF OWNERSHIP – TRANSFER OF RISKS

8.1 Title to the Supplies shall be transferred to Albéa by operation of law upon acceptance of the Supplies by Albéa, and any retention of title provisions in any document shall be unenforceable. In the case of services, the transfer of ownership shall automatically take place by operation of law upon the performance of the services. Suppliers warrants, releases and discharges all liens, claims, interests and encumbrances it has or may have with respect to the Supplies, other than Supplier's right to be paid for the Supplies pursuant to the Order.

8.2 Risks of loss of the Supplies shall be transferred when delivery of the Supplies is accepted, no matter what delivery conditions may be shown on the Order.

9. TOOLINGS

9.1 All tooling, molds and other specific equipment provided by Albéa for the purpose of manufacturing the Supplies (the "Equipment") are and shall remain Albéa's exclusive property. The same shall be used for any equipment created by Albéa's request and on its behalf, as it is created, including the related intellectual or industrial property rights.
In all cases, the Equipment shall be deemed placed in the Supplier's warehouse as part of the execution of the Order, even in the absence of a loan agreement or consignment agreement. The Equipment shall be used only for the production of the Supplies ordered by Albéa. Title and risk shall not be lent, made, mortgaged or otherwise encumbered. The Equipment shall be marked at the Supplier's expense and on a visible area, with an identity stamping "Property of Albéa - may not be assigned or seized- and shall not be pledged and/or encumbered with any security interest. The Equipment may be removed at any time by Albéa.

9.2 The Supplier, as custodian, shall ensure that the Equipment is properly stored and maintained in the order of good working order, to prevent any interference with the supply process or breakdown, and shall provide, upon demand by Albéa and as often as necessary, an accurate and detailed inventory of the Equipment. Notwithstanding the foregoing, the Supplier shall not proceed with any repair or work on the Equipment without Albéa's prior written consent. The Supplier also warrants the Equipment's replacement in the case of loss, theft, of destruction or premature wear and tear. The Supplier shall take out insurance covering such risks and all damage that the Equipment may cause to third parties, and shall provide proof thereof to Albéa immediately upon demand. Tools shall be added as an additional item on each invoice/purchase order.

9.3 Upon expiration or termination of the Order, for any reason whatsoever, the Equipment shall be returned to Albéa immediately upon demand free and clear of all claims and security interests.

10. WARRANTY

10.1 The Supplier, experienced in its field of activity, shall be solely responsible for the Supplies and assumes full responsibility and liability for the Supplies, the design, the manufacturing processes used for production, the technical facilities to be implemented for production, and the fitness for the particular purpose for which the Supplies are intended. The Supplier shall be liable under the preceding sentence, notwithstanding Albéa's assistance during the development of the Supplies.

Supplier warrants that all Supplies covered by each Order will conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, requirements, equipment and fit, form and function requirements for all Supplies ordered by Albéa, and in countries where the Supplies or products require such requirements. Supplier warrants that all Supplies will be merchantable, safe, of good material and workmanship, and free from defects. In addition, Supplier acknowledges that Supplier knows of Albéa's intended use of the Supplies and expressly warrants that all Supplies will be fit and sufficient for the particular purpose intended by Albéa. All warranties will be effective for the longer of (i) the period provided by applicable law or (ii) two (2) years from the date of Albéa's acceptance of the Supplies, or, if applicable, the date of signature, by Albéa, of the Supplies acceptance report.

In the event of repair or replacement of Supplies under the warranty, the contractual warranty of the repair or replacement Supplies shall be extended on the same terms, as of the date of the acceptance report after the Supplier's repair. Upon Albéa's request, the Supplier shall provide a standby letter of credit to guarantee the proper performance of Supplier's obligations under the warranty.

The Supplier shall guarantee the traceability of the Supplies and undertakes to provide Albéa with all information concerning the sources and characteristics of the Supplies.

10.2 To the extent that Albéa, its clients) or competent authorities would decide to recall a Supply or a product incorporating a supply, the Supplier shall compensate Albéa for all damages and costs relating thereto.

10.3 Supplier shall indemnify and hold harmless Albéa, its successors, assigns, representatives, employees and agents, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature (including but not limited to special, indirect, incidental, consequential damages), including liability for death, injury to person, damage or property, arising out of, relating to or resulting from the manufacture of the Supplies by Supplier or the breach of Supplier's obligations under the Order, in each of the countries where the production and marketing of the branch of Albéa's obligation to which the Supplies (including those of its customers) (reimbursement or free replacement of defective products incorporating the Supplies, labor expenses, sorting costs, interim costs, exceptional shipping, line stoppage at Albéa or at the facilities of its customers), recalls, penalties, cost of ordering replacement Supplies from a third party, including, towing, etc.). Any provision to the contrary in any Document, invoice of Supplier, stands, and any course of dealing between the parties that might limit or decrease this liability is null and void.

11. INSURANCE – LIABILITY

Supplier will obtain and maintain, at its sole expense, insurance coverage customary in the cosmetic packaging industry and as otherwise required by law or reasonably requested by Albéa with such insurance carriers and in such amounts as are required by Albéa and, in any event, not less than the amounts required by Albéa's customers. All such insurance coverage will name Albéa as loss payee and additional insured. Upon request, Supplier will furnish to Albéa certificates of insurance setting forth the amount of coverage, policy number and dates of expiration for insurance maintained by Supplier and such certificates must provide that Albéa will receive not less than thirty (30) days prior written notification from the insurer of any termination (without

renewal or replacement) or reduction in the amount or scope of coverage. Supplier's furnishing of certificates of insurance or purchase of insurance will not release Supplier of its obligations or liabilities under any Order. If Supplier fails to maintain any insurance relating to any Order, Albéa will have the right to procure such insurance and Supplier will reimburse Albéa on demand for all actual costs and expenses of procuring such insurance.

12. INDEMNITY

Albéa, its employees, representatives, agents, successors and assigns and independent contractors shall not be liable to Supplier, its subcontractors and their respective employees, representatives, agents, successors, assignees or to any other person, for any death, injury to person, or damage to property (including consequential loss or damages incurred in connection with the manufacture by Supplier of the Supplies).

Supplier shall indemnify and hold harmless Albéa, its successors, assigns, representatives, agents and employees and anyone selling or using any of Albéa's Supplies, from and against all third party intellectual property rights claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature (including but not limited to special, indirect, incidental, consequential damages), including liability for death, injury to person, or damage to property (including the Equipment) whether arising before or after completion of the delivery or performance of the Supplies, in any manner arising from or relating to, or caused or claimed to be caused by, in whole or in part, directly or indirectly, the Supplies, their use, breach or non-compliance with any of the provisions of the Order, non-compliance with laws or regulations relating to health, safety, environmental protection and labor, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with the Supplies.

12.1. INTELLECTUAL AND INDUSTRIAL PROPERTY

12.1.1 The Supplier owns or has the right to use pursuant to a valid and enforceable written license or agreement, any drawing, model, mold, patent, specification or any other industrial or intellectual property rights against Albéa or any third party, or has made available to Albéa relating to the Order and the manufacture or provision of the Supplies.
Supplier shall indemnify and hold harmless Albéa and its affiliates, its agents and employees and anyone selling or using any of Albéa's products into which the Supplies are incorporated for or with respect to any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any intellectual property employed by Supplier in the manufacture of the Supplies, or any of the materials incorporated in Supplier's Supplies alone or in any combination, or use of the Supplies infringes any patent, trademark, copyright (including portrait rights and moral rights), trade name, trade secret, license or other intellectual property right of any third party or (ii) as so directed by Albéa or any of its affiliates, shall defend any such claim as it depends. Albéa shall give Supplier prompt written notice of any such claim. The Supplier shall promptly notify Albéa and will comply with Albéa on a continuing basis concerning (a) any demand or claim made or asserted or any lawsuit or other legal action filed against Albéa or Albéa's affiliates, in whole or in part, which may relate to the intellectual property rights of Albéa, or (b) any demand or claim made or asserted or any lawsuit or other legal action filed against Albéa or Albéa's affiliates, in whole or in part, which may relate to the intellectual property rights of Albéa, or (c) any demand or claim made or asserted or any lawsuit or other legal action filed against Albéa or Albéa's affiliates, in whole or in part, which may relate to the intellectual property rights of Albéa, or (d) any demand or claim made or asserted or any lawsuit or other legal action filed against Albéa or Albéa's affiliates, in whole or in part, which may relate to the intellectual property rights of Albéa, or (e) any demand or claim made or asserted or any lawsuit or other 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