



GENERAL TERMS OF PURCHASE

(December 1, 2013)

1. PURPOSE

These General Terms of Purchase (the "GTP") shall apply to all orders (i) of goods and products, whether involving tooling, equipment, components, semi-finished products, parts, raw materials or others, and/or (ii) related to the goods and products (hereinafter collectively, the "Supplies") placed by any affiliated company of the Albéa Group (hereinafter referred to as "Albéa").

2. ORDER

2.1. Purchase Order

The Supplies must always be subject to a purchase order (the "Order") 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 of receipt attached to the Order, to be returned to the purchasing department of Albéa by the supplier (the "Supplier") by mail, fax or any agreed electronic means, no later than within two (2) business days of the date of the Order.

In the absence of an acknowledgment of receipt, any commencement of performance of the Order shall be deemed express acceptance of the terms of the Order. The Supplier shall be required to take the instructions and information contained in the documents constituting the Order comply with the laws and regulations in force and the practices in the industrial area, and to inform Albéa in the event of non-compliance.

By way of exemption to paragraph 1 of this Article 2.2, for contracts executed online, such contracts shall be executed when Albéa, after having placed and Order and having received an acknowledgment of receipt of such Order by the party making the offer, confirms its acceptance.

In the event of a modification made to the Order by the Supplier, such modification must be expressly accepted by Albéa beforehand, and shall give rise to a new Order (or to an amendment to the initial Order) incorporating such modification.

2.3 Prevailing effect

By accepting an Order from Albéa, the Supplier, who has contacted Albéa in order to agree on the terms for performing such Order, hereby irrevocably accepts, without reserve, these GTP. The Supplier waives all documents (invoices or other supplier documents) contradicting any clause whatsoever of these GTP and inter alia its own general terms and conditions of sale.

In addition, no reserves may be made regarding the GTP once the Supplier and Albéa shall have agreed on the GTP applicable to the Order prior to its issuance, notably at the stage of the request for quotation.

3. SUPPLIER'S OBLIGATIONS

3.1 The Supplier, a professional in its field of activity, is fully aware of the restrictions, inter alia in terms of the quality, costs and deadlines of the packaging industry for cosmetics. The Supplier undertakes to deliver the Supplies in accordance with its best standards and practices, and 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 concerned by the production of the Supplies and the marketing of the products in which they will be incorporated. The Supplier shall hold Albéa harmless from and against any claim, demand, or action resulting from noncompliance with these provisions and shall bear all direct and indirect consequences of such noncompliance, 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 applicable to Albéa's supplies.

During the performance of the Order, the Supplier undertakes to allow Albéa (and its customers) to have free access, with prior notice, during business hours, to its premises and to all documents in order to perform all audits that Albéa shall deem necessary and appropriate. The Supplier shall ensure that its subcontractors and sub-suppliers also grant such right to Albéa.

3.2 The Supplier undertakes to deliver the Supplies complying with all other documents which govern the relations between Albéa and the Supplier relating to the Order, and which complete the GTP, and inter alia the drawings, specifications, statements of work, etc. (the "Documents").

3.3 Albéa reserves the right to order direct changes, or cover payments, to the Supplies under any Order or Order amendment including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packing and shipping and the date or place of delivery of the Supplies covered by the Order or to otherwise change the scope of the work covered by the Order including work with respect to such matters as inspection, testing or quality control, and Supplier agrees to promptly make such changes. Price and/or timing for delivery of Supplies resulting from changes pursuant to this Section will be equitably adjusted by Albéa following Albéa's receipt from Supplier of sufficient documentation regarding Supplier's costs and/or production timing resulting from such changes.

3.4 The Supplier shall not be entitled to make any modifications to the Supplies, inter alia 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) the fit, form, function 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 Supplies which incorporate such Supplies, the Supplier undertakes to carry out productivity action on a continuous basis. 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 automatically be construed as an agreement by the Supplier to strictly comply with the delivery lead time either on Closed Orders or on the delivery schedule transmitted by EDI, WebEDI or by fax, in the case of Open Orders. No early deliveries shall be accepted, unless otherwise agreed, and in any case at the Supplier's expenses.

4. PRICE – PAYMENT TERMS

4.1. Price

The price of the Supplies shall be determined in the corresponding Order. Unless otherwise provided for in the Order, the price shall be firm, fix and non-revisable and excluding VAT. The prices under the GTP are deemed "Delivery Duty Paid", or "DDP", (Incoterms 2010 or 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 whatsoever without the express agreement of both parties. Neither party may suddenly cease to perform the Order, even in the event of a disagreement as to a request for a price adjustment. Albéa must ensure the continuity of the performance of its obligations to its customer(s) until the restart of production of the Supplies in dispute at another Supplier's facilities.

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 all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Supplier will ensure that the prices charged to Albéa for the Supplies remain competitive with the price for similar goods available to Albéa from other sellers. Supplier will participate in Albéa's cost savings and productivity programs and initiatives and will implement Supplier's own cost savings and productivity programs and initiatives to reduce Supplier's prices.

4.2. Invoicing and Payment Terms

The invoice shall provide all information set forth in the Order permitting identification

and control of the Supplies. The invoice shall necessarily be sent to the invoicing address indicated on the Order.

Unless otherwise provided for in the Order, the Supplier and Albéa agree that payments shall take place, at Albéa's sole option, forty-five (45) days end of the month or sixty (60) days date of invoice, it being understood that:

- the amounts paid shall take into account any late delivery penalties in accordance with the provisions of Article 5 hereunder;
- Albéa shall be entitled to pay the amount of the invoices earlier, with deduction of a discount which shall be determined freely by Albéa in accordance with the regulations in force;
- in the event that Albéa proceeds with advance payments, the said advance payment shall be covered by a first-demand guarantee to be provided by the Supplier. The Supplier shall not in any event assign or delegate its account receivable without Albéa's prior, express consent.

Albéa reserves the right to offset the accounts receivable it may hold against the Supplier, on any basis whatsoever, and the amounts it may owe to the Supplier.

5. DELIVERY

Time is of the essence and all dates referred to in the 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 delivery deadlines set out in the Orders shall always be mandatory. The deadlines agreed between the parties shall be mandatory and compliance with such deadlines shall constitute, for Albéa, a material clause without which it would not have contracted with the Supplier. The "delivery date" means Supplies delivered at the place of delivery stated by Albéa in the corresponding Order.

The occurrence of such date shall be construed as a formal request to deliver the Supplies, without need of further formality, and shall make the penalties set forth hereunder immediately computed, due and payable.

For any delivery performed prior to the contractual date, unless expressly requested by Albéa, Albéa reserves the right to return the Supplies to the Supplier at the Supplier's own risk and expense. Any delivery occurring after the contractual date shall automatically make the Supplier liable for late delivery penalties, in accordance with the following: five (5%) (five percent) of the amount excluding VAT of the relevant Order, per day of delay, as of the first day. 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 indemnify Albéa against any direct and indirect costs, expenses and damages arising out of failure to comply with the delivery deadlines. Albéa shall furthermore have the option of terminating the Order in accordance with Article 15.2 hereunder. Any additional costs generated by an emergency order of Supplies from another supplier shall be borne by the Supplier.

6. TRANSPORTATION-DELIVERY

The Supplier shall be required to deliver the Supplies at its own expenses and risks "DDP" (Incoterm ICC 2010) at the place of delivery indicated in the Order, with all duties and taxes paid by Supplier, unless otherwise specifically agreed as an exception between the parties.

The packaging, at the Supplier's expense, shall be adapted to the Supplies, the means of transportation and the destination location, and shall permit unloading without any risk of accident or damage. Each packaging unit must legibly show on its outside the notices 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.

The Supplier agrees to comply with all the rules applicable to the transportation of goods and products ordered by Albéa. The Supplier shall organize the transportation of such goods and products permanently ensuring the protection of their quality and full safety, inter alia, by verifying that the carrier refrains from transporting dangerous goods and products next to the Supplies ordered by Albéa.

7. ACCEPTANCE

7.1 Albéa reserves the right to refuse the Supplies, by ordinary letter, fax or any other agreed electronic means, in the event of a failure to comply with the delivery deadline, incompleteness or access difficulties or failure to conform with the Order. An acceptance shall in no event be construed as a waiver by Albéa or affect the scope of the warranties or other undertakings by the Supplier pursuant to these GTP or any legal warranty.

7.2 Any Supplies refused shall be returned to the Supplier at its expenses and risks, within eight (8) days as of 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, sorting-out, interim costs, alterations, tooling breakages, breakdowns, production stoppages at Albéa's plants and at its customer(s)), recall campaigns, penalties, orders of Supplies, including tooling, from a third party, etc.).

8. TRANSFER OF OWNERSHIP – TRANSFER OF RISKS

8.1 The transfer of ownership shall automatically take place by operation of law to the benefit of Albéa upon acceptance of the Supplies by Albéa, with any retention of title clauses deemed to 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.

Supplier waives, 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 purposes of the Supplies (the "Equipment") as well as shall remain Albéa's exclusive property. The same shall be true for Equipment created at Albéa's request and on its behalf, as it is created, including as well as the related intellectual or industrial property rights. In all cases, the Equipment shall be deemed placed in the warehouse at the Supplier's as part of the execution of the Order, even in the absence of a loan agreement or consignment agreement. The Equipment shall be used solely for the purposes of performing the Order and shall not be lent, made available to third parties, reproduced or copied. The Equipment shall be marked, at the Supplier's expense and on a visible area, with an identity stamp stating "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, warrants the perfect state of repair, preservation, control and maintenance of the Equipment, such as to avoid inter alia any deviation from the supply process or the particular purpose intended by Albéa. Upon first demand by Albéa and as often as necessary, an accurate and detailed inventory. The Supplier shall not proceed with any repairs or works 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. On such basis, 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 upon first demand. Albéa shall be named as an additional insured party on such insurance policy.

9.3 Upon expiration or termination of the Order, for any reason whatsoever, the Equipment shall be returned to Albéa at the Supplier's risk and costs upon first demand and with full title.

10. WARRANTY

10.1 The Supplier, an expert in its field of expertise, is bound by an absolute and determinate result as regards the Supplies ("obligation de résultat") and, in connection with this, assumes full responsibility and liability for the Supplies, their design, the manufacturing processes used for their production, the technical choices to be implemented for their production, and their fitness for the particular purpose for which they are intended. The Supplier represents and warrants that it is fully aware of this, regardless of Albéa's assistance in the design and specifications. Supplier warrants that all Supplies covered by each Order will conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, and fit, form and function requirements furnished to Supplier by Albéa, and all industry standards, laws and regulations in force in countries where the Supplies or vehicles equipped with such Supplies are to be sold. 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. Upon first demand by Albéa and as often as necessary, an accurate and detailed inventory, to guarantee the proper performance of Supplier's obligations under the warranty.

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

10.2 To the extent that Albéa, its clients or competent authorities would desire 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, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages,

such as, without limitation, lost profits, missed savings, loss of data and loss of goodwill), arising out of the breach of Supplier's obligation to deliver the Supplies conforming to the specifications and/or to the terms and conditions of the contract, or in consequence of the breach of Albéa's obligations to its customer(s) (reimbursement or free replacement of defective products incorporating the Supplies, labour expenses, sorting costs, interim costs, exceptional shipping, line stoppage at Albéa or at the facilities of its customer(s)), recalls, penalties, cost of ordering Supplies from a third party, including toolings, etc.). Any provision that might limit or decrease this liability is null and void.

11. INSURANCE

11.1 The Supplier shall subscribe and maintain an insurance policy, covering all bodily injuries, damages to property, incidental and consequential damages and direct or indirect damages (including, without limitation, lost profits, missed savings, loss of data and loss of goodwill), related to the performance of the Order and which may be caused by the Supplier or its subcontractors or sub-suppliers. In the event of inadequate coverage, Albéa may require that the Supplier take out additional insurance, at the Supplier's expense. Such insurance shall not in any event constitute a limitation of the Supplier's liability. Such insurance policy shall be taken out with an insurance company publicly known to be solvent and the Supplier shall be able to provide proof, at any time and upon Albéa's request, of such insurance policy and its terms and conditions.

11.2 Such insurance shall be kept effective for the entire duration of the Order, plus two (2) years.

12. LIABILITY

Supplier shall indemnify and hold harmless Albéa, its agents and employees and anyone selling or using any of Albéa's products, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages such as, without limitation, lost profits, missed savings, loss of data and loss of goodwill), whether arising before or after completion of the delivery or performance of the Supplies, in any manner caused or claimed to be caused by the acts, omissions, faults, its breach (express or implied) warranty, breach of any of the provisions of the Order, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with the Supplies. Supplier's liability hereabove shall also apply to the Equipment.

13. INTELLECTUAL AND INDUSTRIAL PROPERTY

13.1 The Supplier represents and warrants the existence of its title and rights to use any drawing, model, mold, patent, specification or any other industrial or intellectual property right that it makes or has made available to Albéa in the framework of the Order.

Supplier shall indemnify and hold harmless Albéa and its affiliates, its agents and employees and anyone selling or using any of Albéa's products in respect of any and all claims for damages, costs and expenses (including but not limited to losses of profit and reasonable attorneys' fees) in relation to its customer(s) (reimbursement or free replacement of defective products incorporating the Supplies, labour expenses, sorting costs, interim costs, exceptional shipping, line stoppage at Albéa or at the facilities of its customer(s)), recalls, penalties, cost of ordering Supplies from a third party, including toolings, etc.). Any provision that might limit or decrease this liability is null and void.

Albéa shall, in addition, have the option to terminate the Order in accordance with Article 15.2 hereunder.

13.2 The Supplier undertakes to inform Albéa of the ideas and inventions arising from or developed during the execution of the Order. The Supplier undertakes to keep the patentable inventions strictly confidential until Albéa applies for the corresponding patent registration.

Unless otherwise agreed in writing by the parties, patents shall be filed by and in the name of Albéa. Albéa shall nonetheless mention the name of the inventors and the Supplier shall be responsible for any additional remuneration to be paid to its employees for employee inventions.

The Supplier shall assign (over-advance) and insofar applicable shall assign in advance (à titre préalable over-advance) to Albéa, on an exclusive basis, all creations (technical or intellectual and in any medium whatsoever) made in the framework of the Order and any and all intellectual property rights related thereto and/or arisen with respect to such creations or Orders ("Intellectual Property Rights"), on an ongoing basis as they are made. As a consequence thereof, any Intellectual Property Rights shall vest in Albéa and Albéa shall be the sole party authorized to use, reproduce, adapt, modify, disclose and exploit in any form whatsoever and in any medium whatsoever, such creations and/or any Intellectual Property Rights.

The plans, production designs, drawings, production schematics, models, software, notes and, generally speaking, all documents, all written or oral information disclosed to the Supplier during the performance of the Order, shall remain Albéa's or their author's exclusive property.

13.3 In the event of termination of the Order for any reason whatsoever, the Supplier authorizes Albéa to complete or have the Equipment completed, and to perform or have completed the Order, in whole or in part, in the name of Albéa, at the Supplier's expense, notwithstanding any intellectual and/or industrial property right the Supplier may have or claim, and for which it hereby waives enforcement against Albéa or any third party authorized by Albéa within such framework. The Supplier further undertakes to communicate, at first demand, all plans, technical documents and know-how relate to the tooling or equipment and/or parts.

14. CONFIDENTIALITY

14.1 All information provided to the Supplier by Albéa, inter alia, but not limited to, technical, industrial, commercial, or financial information, regardless of the form of disclosure (oral, written or otherwise), including in particular designs, schematics, descriptions, specifications, reports, microfilms, software and documentation related to the Order, shall be confidential (the "Information").

Any information that the Supplier's employees, its suppliers, subcontractors, agents, permanent or occasional workers, may become aware of in the performance of the Order, shall also qualify as its information.

14.2 The Information shall be used solely for the performance of the Order. The Supplier shall take all measures so that none of the Information is disclosed or revealed to any third party. Any breach of this non-disclosure obligation shall give rise to termination in accordance with Article 15.2 hereunder.

14.3 This obligation of confidentiality shall survive the expiration or termination of the Order, for any reason whatsoever, for a period of five (5) years. As of the expiration or termination of the Order, the Supplier shall, at first demand, return, all documents, whether or not confidential, related to the Order, to Albéa, and shall be entitled to keep any kind of log or copy of such documents, without Albéa's prior, express consent.

15. TERM - TERMINATION

15.1. Term

15.1.1 The Open Order is placed for an unlimited period of time and the quantities for which Albéa commits itself shall be those shown in the delivery schedules. Albéa shall be entitled to terminate an Open Order at any time by registered letter with acknowledgment of receipt, subject to one (1) month prior written notice. Such notice period may be reduced by express agreement between the parties or in the event of an emergency. During such notice period, the Order shall be performed in full and in accordance with the contractual terms and, in particular, with respect to price, in force at the time of the termination. Termination of the Order shall not give rise to an indemnity or compensation being owed to the Supplier for any reason whatsoever.

15.1.2 The Closed Order is placed for a limited period of time and may not be renewed.

15.2. Termination

Albéa may immediately terminate each Order without any liability of Albéa to Supplier upon the occurrence of any of the following or any other similar or comparable event:

1. breach by the Supplier of any of its obligations under the Order and/or the Documents (including the GTP) and does not provide a remedy within eight (8) calendar days as of the mailing of a letter by Albéa giving it notice to comply with its obligations;
2. (i) insolvency of Supplier; (ii) Supplier's inability to promptly provide Albéa with adequate and reasonable assurance of Supplier's financial and operational capability to perform the Order; and (iii) the Supplier's authorization to subcontract all or part of the Order to one of more third parties, the Supplier for a comparable insolvency event; (iv) filing of an involuntary petition in bankruptcy against Supplier for a comparable insolvency event; (v) appointment of a receiver or trustee for Supplier / Supplier's assets; or (vi) execution of any assignment for the benefit of creditors of Supplier.
3. An important change in the Supplier's labor or financial or industrial organization, and which Albéa deems may harm the proper performance of the Order.

16. SUBCONTRACTING

The Supplier shall be entitled to have recourse to one or more subcontractors or sub-suppliers solely with Albéa's prior, written consent. The Supplier shall also obtain Albéa's acceptance of the terms of payment. Such consent regarding the subcontractors or sub-suppliers shall in no event imply an opinion on their competence or solvency. If the Supplier is authorized to subcontract all or part of the Order to one of more third parties, the Supplier shall remain solely and fully liable vis-à-vis Albéa for the performance of the Order and the GTP. The Supplier shall defend and hold Albéa harmless from and against any claims, demands or actions from its subcontractors or sub-suppliers.

The Supplier undertakes to implement in its subcontracting agreements all contractual and legal provisions permitting the performance of the Order in accordance with the practices in the industrial field and Supplier's contractual obligations toward Albéa.

In addition, Albéa reserves the right to subordinate its payments to the documentary proof provided by the Supplier that it has effectively paid its subcontractors and suppliers.

17. INTUITU PERSONAE

The Order shall not be assigned, in whole or in part, by the Supplier without Albéa's prior, written consent.

In the event of a change of control of the Supplier, direct or indirect, or of transfer (full or partial) of its business or assets, Albéa shall have the right to terminate the pending Orders, in accordance with Article 15.2 hereabove.

18. HEALTH – SAFETY – ENVIRONMENT – ILLEGAL EMPLOYMENT

The Supplier undertakes to comply with the legislation and regulations in force and the legal provisions customarily applied in the health and safety field, staff representation and illegal employment, whether or not the Supplier intervenes alone onsite or simultaneous with other suppliers, and to comply with all applicable specific rules and regulations on the site intended for use.

The Supplier shall be sole responsible for the administrative, accounting and labor management and the supervision of its staff assigned to the performance of the Order. The Supplier represents that the members of its staff assigned to the performance of the Order shall be competent and adequate in number so as to provide the Supplies conforming with the Order.

In the event that the staff is present on Albéa's premises, the Supplier shall appoint a project manager with hierarchical and disciplinary authority over its staff.

In addition to the legal and regulatory provisions, the Supplier undertakes to comply with the instructions and procedures established by Albéa, inter alia in terms of safety, the environment and quality.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS

The Supplier shall comply with the strictest ethics and moral rules. In particular, the Supplier represents and warrants that it will not, nor will any of its officers, employees, subcontractors, representatives or agents ("associated parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matter which are the subject of any Order which (i) would violate any anti-corruption laws or regulations applicable to Supplier or Albéa, (ii) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a public official with the intention of influencing and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.

The Supplier shall immediately inform Albéa's Purchasing Department of any breach of the aforementioned representation.

Supplier shall (i) properly and accurately record in its Books and Records all transactions which relate in any way to any Orders ("transaction records"), (ii) provide the transaction records and/or any other such information as Albéa may reasonably require by note in writing in order to monitor Supplier's compliance with its obligations under its anti-corruption policies. For the purpose of this paragraph, "Books and Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation (including without limitation, invoices, transfer documents and any other documents), whether in paper or other form.

Failure to comply with the undertakings, representations and warranties in this Section, shall authorize Albéa to terminate immediately any pending Orders without compensation and without prejudice to any other legal recourse it may have against the Supplier.

20. MISCELLANEOUS

20.1 If any of the provisions of the GTP is found to be null and void or inapplicable, only such individual provisions shall be deemed unenforceable and the other provisions shall remain in full force and effect. No tolerance by Albéa, even for an extended period, shall be construed as a novation of the GTP. The Order and/or the Documents.

20.2 Supplier shall not, without Albéa's prior written consent, make any reference to Albéa or any of its affiliates, whether in press releases, advertisements, sales literature or otherwise.

20.3 The failure of Albéa to exercise at any time or for any period of time any term of or any right pursuant to this GTP the Order and/or the Documents or tolerance by Albéa even for an extended period, shall not be construed as a novation of the GTP, the Order and/or the Documents.

20.4 Limitation of liability – ALBÉA SHALL NOT BE LIABLE TO SUPPLIER FOR ANY LOSS REVENUE, LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITHOUT LIMITATION: MISSED SAVINGS, LOSS OF DATA AND LOSS OF GOODWILL) BASED ON BREACH OR DEFAULT UNDER THE ORDER, EVEN IF ALBÉA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Albéa be liable to Supplier, its successors or assigns, for damages in excess of the amount due to Supplier for complete performance under the Order, less any amounts already paid to Supplier by Albéa. Any legal action by Supplier against Albéa arising under or relating to any Order must be commenced within one (1) year after the breach or other event giving rise to such claim.

20.5 The GTP shall be governed by Dutch law and any disputes in connection therewith or resulting therefrom shall be subject to the exclusive jurisdiction of the competent court of Amsterdam, the Netherlands. The United Nation Convention on Contracts for the International Sale of Goods, adopted in Vienna (Austria) on 11 April 1980, shall not apply to the GTP.

20.6 Continuing Obligations. These GTP will survive expiration, non-renewal or termination of the purchasing relationship between Albéa and Supplier.

21. APPLICATION OF THE GENERAL TERMS OF PURCHASE

These GTP shall apply as of December 1, 2013, to all orders placed by Albéa, and replace the GTP previously in force.

SUPPLIER:

NAME:

POSITION:

DATE:

SIGNATURE:

SUPPLIER'S STAMP: