



GENERAL TERMS OF PURCHASE

(January 1, 2013)

1. PURPOSE

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

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 of 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 the written date 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 ABEA the acknowledgment of receipt. The Supplier shall verify that the instructions and information contained in the Documents (as defined in Article 3.2) conforming to the Order comply with the laws and regulations in force and the practices in the industry, and shall immediately inform ABEA in writing of any non-compliance.

Notwithstanding paragraph 1 of the Article 2.2, for contracts executed online, such contracts shall be binding when ABEA, after having placed an Order and having received an acknowledgment of receipt of such Order by the party making the order, confirms its acceptance.

If the Order is modified by the Supplier, ABEA must expressly accept 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 an order from ABEA, the Supplier hereby irrevocably accepts, without reserve, these GTP. The Supplier waives the provisions of all documents (invoices or other supplier documents) contradicting any provision 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 ABEA 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. SUPPLIER'S OBLIGATIONS

3.1 The Supplier, experienced in its field of activity, is fully aware of the restrictions in the packaging industry including without limitation, restrictions on quality, costs and deadlines. The Supplier undertakes to deliver 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 laws in force in each of the countries where the production and marketing of the Supplies occurs. The Supplier shall hold ABEA 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 ABEA shall never be subject to any claim, demand, or action.

The Supplier's Quality System must fully comply with the quality requirements applicable to ABEA's Suppliers.

If requested by ABEA, Supplier will permit ABEA and/or its designees to: (i) examine all pertinent documents, data and other information relating to the Supplies, Equipment, Supplier's obligations under the Order, and any other information that may be necessary to the Supplier's compliance with its obligations under the Order; (ii) view any facility or process relating to the Supplies or the Order, including those related to production quality; and (iii) audit any facility or process to determine compliance with the requirements of the Order. If requested by ABEA, Supplier will provide to ABEA its most current financial statements, including balance sheet, profit and loss and cash flow statements and supporting data and schedules.

3.2 The Supplier shall deliver the Supplies conforming with all other documents which govern the relations between ABEA and the Supplier relating to the Order, in addition to the GTP, including without limitation the drawings, specifications, etc., the "Documents".

3.3 ABEA reserves the right in any time to direct changes, or cause Supplier to make changes, 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 of delivery of the Supplies covered by the Order or to otherwise change the scope of the work covered by the Order. ABEA shall ensure the continuity of the performance of its obligations to its customers. If ABEA and the Supplier agree to or probably make such changes, Price and/or timing for delivery of the Supplies resulting from such changes will be mutually agreed by ABEA following ABEA'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, such as a change in components, materials, process or place of production, without ABEA's prior written consent, when the meaning of the ABEA's quality processes 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 ABEA in advance and in writing. Any requests for such changes by Supplier may be approved or denied by ABEA in its sole discretion.

3.5 In order to maintain the permanent competitiveness of the Supplies and ABEA's products which include 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 the Supplier to strictly comply with either the delivery timeline in the Closed Orders or the delivery schedule transmitted by EDI, WebEDI, or any agreed electronic means or by fax. In the case of Open Orders, No early deliveries shall be accepted, unless otherwise agreed in writing, and in any case at the 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-negotiable (even due to increases in raw material or component costs, labor costs, or overhead costs), and including VAT. The prices shall be 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 price shall not be modified in any way without the written agreement of both parties. Neither party may cease to perform the Order, even in the event of a disagreement as to a request for a price adjustment. Since ABEA 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 produced by another Supplier, Supplier shall continue to manufacture and deliver the Supplies under the terms of the Order.

Supplier represents and warrants that the price charged to ABEA 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 as of the time of quotation, sale and delivery. Supplier will ensure that the price charged to ABEA for the Supplies remains competitive with the prices of other goods available to ABEA from other sellers. Supplier will participate in ABEA'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 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 ABEA agree that payments shall take place ninety (90) days following the later of the date of ABEA's receipt of the (i) Supplies or (ii) Supplier's invoice, it being understood that the invoice shall be deemed received by ABEA:

- the amount due shall be reduced by any late delivery penalties in accordance with the provisions of Article 5 hereunder;
 - ABEA shall be entitled to pay the invoice earlier;
 - If ABEA makes advance payments, the said advance payment shall be covered by an advance invoice to be provided by the Supplier.
- The Supplier shall not in any event assign or delegate its account receivable without ABEA's prior, express consent.

ABEA 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 delays 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 ABEA.

The Supplier's commitment to delivery deadlines is a material factor in ABEA's decision to place the Order with Supplier.

The "Delivery Date" means the date Supplies are delivered at the place of delivery stated by ABEA 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 required in writing by ABEA, ABEA reserves the right to return the Supplies to the Supplier at the Supplier's own risk and expense. For any delivery occurring after the Delivery Date, the Supplier shall be liable for late deliveries, penalties, without further notice, in the amount of the 0.5% per cent of the invoiced amount excluding VAT of the relevant Order, per day of delay, commencing with 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 ABEA.

The Supplier shall be liable to ABEA for any direct and indirect costs, and expenses arising out of or relating to its failure to comply with a Delivery Date. ABEA shall furthermore have the option of ordering the Order to be rescheduled or to be cancelled at the expense of the Order or Supplies from another supplier shall be borne by the Supplier.

6. TRANSPORTATION-DELIVERY-CUSTOMS-REQUIREMENTS AND EXPORT CONTROLS

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 in writing by the parties.

6.2 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 clearly show on the 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, stains to the goods, etc.) caused to the Supplies resulting from unloading 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 ABEA. The Supplier shall ensure that the Supplies are not damaged in shipping, including for example by requiring that the carrier retains from transporting dangerous goods and supplies next to the Supplies ordered by ABEA.

6.4 Upon request, Supplier will promptly furnish ABEA with all certificates of origin and domestic value-added and other information relating to the costs and places of origin of the Supplies and the materials contained therein, as well as all other documents necessary for the Supplier to comply with all customs, tariffs and other applicable governmental regulations. Supplier will take all actions to comply with all such regulations. If Supplier does not provide the required information, ABEA may charge back to Supplier any duties, penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against ABEA.

Supplier will indemnify and hold ABEA, ABEA's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses (including attorneys' fees and costs, fines and penalties) arising out of, relating to, or resulting from: (i) Supplier's delay in furnishing such certificates of origin information to ABEA; (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 ABEA all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Supplier will also, at Supplier's sole expense, provide information and electronic transaction records relating to the Supplies which will be effective for the longer of (i) the Supplier's customs-related or other governmental agency-related obligations, origin marking and labeling requirements, and certification and local content reporting requirements, to enable ABEA to claim preferential duty treatment at the time of entry for Supplies eligible under trade preference regimes, and to make all arrangements necessary for the Supplies to be covered by any applicable duty deferral or free trade zone programs) of the country of origin.

Export licenses or authorizations necessary for the export of Supplies will be the responsibility of Supplier unless otherwise expressly stated in the Order, in which case Supplier will, at Supplier's expense, provide all information and documentation necessary or desirable to enable ABEA to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting or arising from any Order including trade credits, export credits, customs drawbacks, and the refund of duties, taxes or fees, will belong to ABEA. Supplier will indemnify and hold ABEA, ABEA's customers and their respective successors, assigns, representatives harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses (including attorneys' fees and costs, fines and penalties) arising out of, relating to, or resulting from Supplier's provision of incorrect information or non-compliance with customs regulations.

7. ACCEPTANCE

7.1 ABEA may withdraw from the Order and refuse all or any portion of the Supplies, by notice given by ordinary mail, in any or any other agreed electronic means, if Supplier fails to meet any Delivery Date, makes non-compliance with the applicable laws and regulations, or fails to comply with the Order. An acceptance by ABEA shall not in any 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 peril, within eight (8) days after the notice of refusal of the delivery.

7.3 The Supplier shall compensate ABEA for all excess costs related to the failure to perform its obligation to make conforming deliveries (jecks, storage, triage, interim costs, alterations, tooling (repairs, breakdowns, transport stoppages at ABEA's plants and its clients), retail campaigns, penalties, orders of ABEA, Supplies, including tooling, from a third party, etc.).

8. TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

8.1 Title to the Supplies shall be transferred to ABEA by operation of law upon acceptance of the Supplies by ABEA, 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.

Supplier waives, releases and discharges all claims, interests and obligations that 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 In the event of loss of the Supplies to 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 ABEA for the purpose of manufacturing the Supplies (the "Equipment") are and shall remain ABEA's exclusive property. The same shall be true for Equipment created at ABEA'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 solely for the purpose 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 at a visible area, with an identity stamp reading "Property of ABEA" and shall not be assigned or encumbered with any security interest. The Equipment may be removed at any time by ABEA.

9.2 The Supplier, as custodian, warrants to preserve, control, repair and maintain the Equipment in good working order, to prevent any interference with the supply process or breakdown, and shall provide, upon demand by ABEA 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 ABEA's prior written consent. The Supplier also warrants the Equipment's repair, and the cause of loss, of 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 ABEA immediately upon demand. ABEA 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 ABEA 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 process used for production, the technical choices 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 the absence of any warranty.

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 ABEA, and all industry standards, laws and regulations in force in countries where the Supplies or products 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 ABEA's intended use of the Supplies and agrees to indemnify and hold ABEA, ABEA's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses (including attorneys' fees and costs, fines and penalties) arising out of, relating to, or resulting from the foregoing. Supplier warrants that all Supplies covered by each Order shall be compliant with the European Directive 94/62 article 11 in relation to the content of Heavy Metals and their derivatives. In particular, Supplies shall not contain lead, cadmium, hexavalent chromium or mercury. Supplier further warrants that all Supplies shall be free of any raw materials derived from substances of animal origin.

In the event of repair or replacement of Supplies under the warranty, the contractual warranty of the repaired or replaced Supplies shall be extended on the same terms, as of the date of the acceptance report after the Supplies' repair. Upon ABEA'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 ABEA with all information concerning the sources and characteristics of the Supplies.

10.2 To the extent that ABEA, its clients or competent authorities decide to recall a Supply or a product incorporating a Supply, the Supplier shall compensate ABEA for all damages and costs related to the Supplies.
10.3 Supplier shall indemnify and hold harmless ABEA, its successors, assigns, representatives, employees and agents, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, fines, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), including liability for death, injury to person, or damage to property, arising out of, relating to or resulting from the manufacture of the Supplies by Supplier or the breach of Supplier's obligation to deliver the Supplies conforming to the Order and free from defect. This obligation shall include the consequences of the breach of ABEA's obligations to its customers (debarment or free replacement of defective products incorporating the Supplies), and the consequences of the breach of ABEA's obligations to its customers (recall, destruction, disposal, recalls, penalties, cost of ordering replacement Supplies from a third party, including tooling, etc.). Any provision to the contrary in any documents of the Supplier, statute, and any course of dealing between the parties that might limit or obscure this liability is null and void.

11. INSURANCE - LIABILITY

Supplier will obtain and maintain, at its sole expense, insurance coverage customary in the packaging industry and as otherwise required by law or reasonably requested by ABEA with such insurance carriers and in such amounts as are required by ABEA, and, in any event, not less than the amounts required by ABEA's customers. All such insurance coverage will name ABEA as loss payee and additional insured. Upon request, Supplier will furnish to ABEA certificates of insurance setting forth the amount of coverage, policy number and dates of expiration for insurance maintained by Supplier and such certificates will also provide that ABEA shall be notified in writing 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 required by ABEA, it will have the right to procure such insurance and Supplier will reimburse ABEA on demand for all actual costs and expenses of procuring such insurance.

12. INDEMNITY

ABEA, 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, or assigns 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, with the exception of damage caused by ABEA's willful misconduct).

Supplier shall indemnify and hold harmless ABEA, its successors, assigns, representatives, agents, employees and anyone selling or using any ABEA Supplies, 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), including liability for death, injury to persons, 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 resulting from or caused or claimed to be caused by, in whole or in part, directly or indirectly, the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of the Order, non-compliance with laws or regulations relating to health, safety, environmental protection and/or, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf.

13. INTELLECTUAL AND INDUSTRIAL PROPERTY

13.1 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 right that it employs or makes or has made available to ABEA relating to the Order and the manufacture or provision of the Supplies.

Supplier shall indemnify and hold harmless ABEA and its affiliates, its agents and employees and anyone selling or using any of ABEA'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 by Supplier in Supplies alone or in any combination, or use of the Supplies infringes any patent, trademark, copyright (including patent and/or moral rights), trade name, trade secret, license or other proprietary right of any other party or any intellectual property right, and if, so directed by ABEA or any of its affiliates, shall defend any such claim at its expense. ABEA shall give Supplier prompt written notice of any such claim. The Supplier shall promptly notify ABEA and will consult with ABEA on a continuing basis concerning (i) any demand or claim made or asserted or any lawsuit or other legal action filed against ABEA or any of its affiliates, alleging that any Supplier-supplied intellectual property violates, infringes or misappropriates any claim, trade secret or other intellectual property right of any third party or (ii) the Supplier becoming aware of the occurrence of any event, including the issuance of any patent, that could reasonably be expected to increase the likelihood that a demand, claim or allegation will be made or asserted that any Supplier-supplied intellectual property violates, infringes or misappropriates or may violate, infringe or misappropriate any patent, trade secret or other intellectual property right of any third party.

ABEA shall, in addition, have the option to terminate the Order in accordance with Article 15.2 hereunder if any such claim is made.

13.2 The Supplier undertakes to inform ABEA 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 ABEA applies for the corresponding patent registration. Unless otherwise agreed in writing by the parties, patents shall be filed by and in the name of ABEA. ABEA shall nonetheless maintain the name of the inventors and the Supplier shall be responsible for any additional remuneration to be paid to its employees for employee inventions.

Supplier hereby confirms the same and assigns to ABEA of Supplier's right, title and interest in and to all foreground intellectual property rights that are developed or created in the course of performing any Order (separately or as part of Supplies).

As a consequence thereof, ABEA shall be the sole party authorized to use, reproduce, adapt, modify, disclose and exploit such creations in any form whatsoever and in any medium whatsoever.

The plans, production designs, drawings, product 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 ABEA's confidential information.

The Supplier will not sell or otherwise dispose of any Supplies that incorporate any intellectual property rights of ABEA to any party other than ABEA unless specifically authorized by ABEA in advance and in writing.

13.3 In an Order is terminated for any reason whatsoever, the Supplier authorizes ABEA to complete or have the Equipment completed, and to perform or have its maintenance performed, and/or produce the parts for the production of which it is intended, notwithstanding any intellectual and/or industrial property right the Supplier may have or claim, and for which it hereby waives enforcement against ABEA or any third party authorized by ABEA within such framework. The Supplier further shall transfer, immediately upon demand, all plans, technical documents and know-how related to the tooling or equipment and/or parts.

14. CONFIDENTIALITY

14.1 All information provided to the Supplier by ABEA, including, 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, drawings, specifications, reports, monitoring software and documentation related thereto, samples, prototypes, etc., and further including any such information which the Supplier's employees, its Suppliers, subcontractors, agents, and permanent or occasional workers, may become aware of in the performance of the Order shall be confidential (the "Confidential Information").

14.2 The Confidential Information shall be used solely for the performance of the Order. The Supplier shall take all measures so that none of the Confidential Information is disclosed or revealed to any third party.

14.3 The Supplier recognizes that improper use of the Confidential Information may cause irreparable damage to ABEA and agrees that ABEA may take any and all available legal action and shall be entitled to injunctive relief to prevent breaches of this Article 14. Any breach of this non-disclosure obligation shall also permit ABEA to terminate the Order in accordance with Article 15.2 hereunder.

14.4 Disclosure of Confidential Information is made by the Parties without any express or implied representation or warranty as to the accuracy or the completeness thereof. The Parties explicitly disclaim or may violate, infringe or misappropriate any patent, trade secret or other intellectual property right of any third party.

14.5 This obligation of confidentiality shall survive the expiration or termination of the Order, for any reason whatsoever, for a period of five (5) years. Upon the expiration or termination of the Order, the Supplier shall, immediately upon demand, return to ABEA, all documents, whether or not confidential, related to the Order, and shall not be entitled to keep any kind of log or copy of such documents, drawings, reports, press releases, etc.

15. TERM - TERMINATION

15.1 Term

15.1.1 An Open Order is placed for an unlimited period of time or an undetermined volume and the quantities for which ABEA commits itself shall be those shown in the delivery schedules. ABEA shall be entitled to terminate an Open Order at any time on the (1) month written notice by registered mail with return receipt. 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 accordance with the contractual terms and, in particular, with respect to price in force at the time of the termination.

15.1.2 A Closed Order will not automatically be renewed without a further Closed Order.

15.2 Termination

ABEA may immediately terminate each Order without further notice and without any liability of ABEA to Supplier, upon the occurrence of any of the following or any other similar or comparable event:

- 1) Failure of the Supplier to remedy any breach of its obligations under the Order and/or the Documents (including the GTP) within eight (8) calendar days after written notice by ABEA;
 - 2) (a) The Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or files a motion on declaration of bankruptcy in accordance with the Bankruptcy and Reorganization Act of 26 February 2003; or (b) the Supplier commences negotiations with all or any class of its creditors with a view to restructuring any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Supplier is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier; or (c) (being an individual) a petition is filed, a notice is given or an order is made for the liquidation of the Supplier or the solvent reconstruction of the Supplier; or (d) (being an individual) the Supplier is the subject of a bankruptcy petition; or order; or (e) a creditor or encumbrance of the Supplier commences an enforcement proceeding or other such process is initiated or enforced or on sued against, the whole or any part of its assets and such process is not discharged within 10 days; or (f) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 2(a);
 - 3) A material change in the Supplier's labor relations, financial condition or organizational structure, which ABEA determines, in its sole discretion, will interfere with the proper performance of the Order.
14. Upon the happening of any event in Articles 5, 13.1, 14.3 and 17.

15.3 Remedies Not Exclusive

The exercise by ABEA of the right to terminate an Order is non-exclusive, shall be cumulative with, and shall not prohibit the exercise of, any other remedy available to ABEA.

16. SUBCONTRACTING

The Supplier may use one or more subcontractors or sub-suppliers but only with ABEA's prior, written consent, which may include ABEA's acceptance of the terms of payment of such subcontractor or sub-supplier. In the event of subcontracting, the Supplier shall be deemed to be the contractor and shall be responsible for the performance of the Order and shall be liable to ABEA for the performance of the Order and the GTP. The Supplier shall defend and hold ABEA harmless from and against any claims, demands or actions of its subcontractors or sub-suppliers.

The Supplier shall include in the subcontracting agreements all contractual and legal provisions regarding the performance of the Order in accordance with the practice in the industry and Supplier's contractual obligations toward ABEA.

ABEA reserves the right to withhold payments until satisfactory proof is provided by the Supplier that it has paid in full its subcontractors and sub-suppliers. In addition, ABEA may pay the subcontractor or sub-supplier directly for any raw materials, ingredients or components or other services that Supplier fails to pay to and ABEA may offset the amount of such payments, if any, against any Supplier invoices. Supplier shall be liable to ABEA for any direct and indirect costs, and expenses arising out of or relating to its failure to comply with a Delivery Date. ABEA shall furthermore have the option of ordering the Order to be rescheduled or to be cancelled at the expense of the Order or Supplies from another supplier shall be borne by the Supplier.

Such goods as determined solely by ABEA.

17. NO ASSIGNMENT

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

In the event of a change of direct or indirect control of the Supplier, or of transfer of all or a part of its business or assets, ABEA shall have the right to terminate the pending Orders, in accordance with Article 15.2 hereunder.

18. HEALTH - SAFETY - ENVIRONMENT - ILLEGAL EMPLOYMENT

The Supplier shall comply with the legislation and regulations in force and the legal provisions customarily applied in the health and safety field, staff representation and legal employment, whether or not the Supplier intervenes alone or jointly or simultaneously with other suppliers.

The Supplier shall be solely 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.

If the Supplier's staff are present on ABEA's premises, the Supplier shall appoint a project manager on site with supervisory and disciplinary authority over its staff.

In addition to all legal and regulatory provisions, the Supplier undertakes to comply with the instructions and procedures established by ABEA, including safety, the environment and quality.

19. ETHICS

The Supplier shall comply with the strictest ethics and moral rules. In particular, the Supplier:

- represents and warrants that its employees or agents have and shall not make any payment, gift or service of any nature (travel, etc.), to any employee or representative of ABEA for the purpose of obtaining or modifying orders;
- shall immediately inform ABEA's Purchasing Department of any breach of the aforementioned representation.

Supplier to comply with the undertakings that authorize ABEA to terminate the pending Orders without compensation and without prejudice to any other legal recourse it may have against the Supplier.

20. COMPLIANCE WITH LABOUR LAWS

Supplier will not (i) utilize forced or involuntary labor, regardless of its form, (ii) employ any child, except as part of a government approved job training, apprenticeship or similar program, and (iii) engage in abusive employment or corrupt business practices in the supply or provision of Supplies under the Order. If Supplier subcontract any of its duties or obligations under any Order, Supplier will ensure that all subcontractors comply with the requirements under this Article 20.

21. MISCELLANEOUS

21.1 **Severability** - If any provisions of these GTP are declared to be unenforceable, the other provisions shall continue in full force and effect.

21.2 **Waiver** - No waiver of any of these GTP shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

21.3 **Publication** - Supplier shall not, without ABEA's prior written consent, make any reference to ABEA or any of its affiliates, whether in press releases, advertisements, sales literature or otherwise.

21.4 **Independent Status** - Nothing in the GTP shall imply either ABEA or the Supplier the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or obligation of any kind, expressed or implied, against, in the name of, or on behalf of the other party.

21.5 **Electronic Communication** - Supplier will comply with the method of electronic communication specified by ABEA, including requirements for electronic funds transfer, purchase order transmission, electronic signatures and other communications.

21.6 **Limitation of Liability** - ABEA shall not be liable to Supplier for any lost revenue, lost profits or other incidental or consequential damages based on breach or default under the Order, even if ABEA has been advised of the possibility of any such damages. In no event shall ABEA 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 ABEA. However, this provision does not exclude any liability which cannot be excluded as between the Supplier and ABEA.

21.7 **Financial and Operational Condition of Supplier** - Supplier represents and warrants to ABEA as of the date of each Order that it is not insolvent and is paying all debts as they