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 tooling, 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 Albéa Group (hereinafter referred to as "**Albéa**") 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 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 within two (2) business days of the date of the Order.

Any commencement of performance of the Order by the Supplier shall be deemed an express acceptance of the terms of the Order, even if the 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 non-compliance.

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

If the Order is modified by the Supplier, Albéa 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 Albéa, 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 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. 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 labour 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 in Article 3.2). 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 suppliers.

If requested by Albéa, the Supplier will permit Albéa and/or its designees to: (i) examine all pertinent documents, data and other information relating to the Supplies, equipment, the Supplier's obligations under the Order, any payment made to the Supplier, any claim made by the Supplier and any quotes, invoices or similar materials from the Supplier's own suppliers or subcontractors; (ii) view any facility or process relating to the Supplies or the Order, including without limitation those relating to production quality; and (iii) audit any facility or process to determine compliance with the requirements of the Order. If requested by Albéa, the Suppler will provide to Albéa 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 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 the 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 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 without limitation work with respect to such matters as inspection, testing or quality control, and the 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 the Supplier of sufficient documentation regarding the 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, 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 the Supplier or suppliers of the Supplier, or (ii) the fit, form, function or appearance of the Supplies, must be approved by Albéa in advance and in writing. Any requests for such changes by the 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 the Supplier to strictly comply with either the delivery lead time in the Closed Orders or the delivery schedule transmitted by EDI, WebEDI, email 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-revisable (even due to increases in raw material or component costs, labour costs, or overhead costs), and excluding 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 prices 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 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 the Supplies can be produced by another supplier, the Supplier shall continue to manufacture 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 the 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. The Supplier will ensure that the prices charged to Albéa for the Supplies remains competitive with the price for similar goods available to Albéa from other sellers. The Supplier will participate in Albéa's cost savings and productivity programs and initiatives and will implement the Supplier's own cost savings and productivity programs and initiatives to reduce the 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, the Supplier and Albéa agree that payments shall take place ninety (90) days following the later of the date of Albéa's receipt of the (i) the Supplies or (ii) the Supplier's invoice, it being understood that:

- the amounts due shall be reduced by 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 by Albéa at its sole discretion
- if Albéa makes advance payments, the said advance payment shall be covered by a standby letter of credit 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 any amounts owed to it by the Supplier for any reason whatsoever against 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 the Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Order, the Supplier shall promptly notify Albéa in writing.

The Supplier's commitment to delivery deadlines are a material factor in inducing Albéa to place the Order with the Supplier.

The "Delivery Date" means the date the 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 occurring after the Delivery Date, the Supplier shall be liable for late delivery charges as compensation for the costs associated with the delay, without further notice, in the amount of five (5%) percent of the invoiced amount excluding VAT of the relevant Order, per day of delay, commencing with the first day after the Delivery Date. Payment of the said charges shall not relieve the 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 to Albéa for any direct and indirect costs, expenses and damages arising out of or relating 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 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 expenses and risks "DDP" (Incoterm ICC 2010) at the place of delivery indicated in the Order, with all duties and taxes paid by the 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 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 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, 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, the Supplier will promptly furnish Albéa 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 or used in the performance thereof, necessary for Albéa to comply fully with all customs, tariffs and other applicable governmental regulations. The Supplier will take all actions to comply with all such regulations. If the Supplier does not provide the required information, Albéa may charge-back to the Supplier any duties, penalties, or other liabilities or expenses (including reasonable legal fees) charged to or imposed or assessed against Albéa.

The Supplier will indemnify and hold Albéa, Albéa's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including legal fees and costs, fines and penalties) arising out of, relating to, or resulting from (i) the Supplier's delay in furnishing such certificates or other information to Albéa, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by the Supplier with such regulations.

6.5 The Supplier will promptly furnish to Albéa all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. The Supplier will also, at the Supplier's sole expense, provide all information (including without limitation written documentation and electronic transaction records) relating to the Supplies which is necessary for Albéa to fulfill any customs-related or other governmental agency-related obligations, origin marking and labeling requirements, and certification and local content reporting requirements, to enable Albéa to claim preferential duty treatment at the time of entry for the 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 program(s) of the country of import.

Export licenses or authorizations necessary for the export of the Supplies will be the responsibility of the Supplier unless otherwise expressly stated in the Order, in which case the Supplier will, at the Supplier's expense, provide all information and documentation necessary or desirable to enable Albéa to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting or arising from any Order including, without limitation, trade credits, export credits, customs drawbacks, and the refund of duties, taxes or fees, will belong to Albéa. The Supplier will indemnify and hold Albéa, Albéa's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including legal fees and costs, fines and penalties) arising out of, relating to, or resulting from the Supplier's provision of incorrect information or non-compliance with customs regulations.

7. ACCEPTANCE

7.1 Albéa may withdraw from the Order and refuse all or any portion of the Supplies, by notice given by ordinary mail, fax or any other agreed electronic means, if the Supplier fails to meet any Delivery Date, makes incomplete or excess deliveries, or otherwise fails to conform with the Order. An acceptance by 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 peril, within eight (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, tooling breakages, breakdowns, production stoppages at our plants and its client(s), recall campaigns, penalties, orders of 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 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.

The Supplier waives, releases and discharges all liens, claims, interests and encumbrances it has or may have with respect to the Supplies, other than the 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. TOOLING

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 true for Equipment created at 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 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 on a visible area, with an identity stamp stating "Property of Albea – 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 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 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, 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 Albéa immediately upon 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 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 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 Albéa's assistance during the development of the Supplies.

The 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 the Supplier by Albéa, and all industry standards, laws and regulations in force in countries where the Supplies or products equipped with such Supplies are to be sold. The Supplier warrants that all Supplies will be merchantable, safe, of good material and workmanship, and free from defects. In addition, the Supplier acknowledges that the 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.

Without prejudice to the foregoing, the 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, but without limitation, Supplies shall not contain lead, cadmium, hexavalent chromium or mercury. The 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 Albéa's request, the Supplier shall provide a standby letter of credit to guarantee the proper performance of the 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 client(s) or competent authorities decide to recall Supplies or a product incorporating Supplies, the Supplier shall compensate Albéa for all damages and costs relating thereto.

10.3 The 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, legal 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 person, or damage to property, arising out of, relating to or resulting from the manufacture of the Supplies by the Supplier or the breach of the 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 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 replacement Supplies from a third party, including tooling, etc.). Any provision to the contrary in any Document, invoice of the Supplier, statute, and any course of dealing between the parties that might limit or decrease this liability is null and void.

11. INSURANCE - LIABILITY

The 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 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, the Supplier will furnish to Albéa certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by the 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. The Supplier's furnishing of certificates of insurance or purchase of insurance will not release the Supplier of its obligations or liabilities under any Order. If the Supplier fails to maintain any insurance relating to any Order, Albéa will have the right to procure such insurance and the Supplier will reimburse Albéa on demand for all actual costs and expenses of procuring such insurance.

12. INDEMNITY

Except in respect of death or personal injury caused by their negligence, Albéa, its employees, representatives, agents, successors and assigns and independent contractors shall not be liable to the Supplier, its subcontractors and their respective employees, representatives, agents, successors, and 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 the Supplier of the Supplies.

The Supplier shall indemnify and hold harmless Albéa, its successors, assigns, representatives, agents and employees and anyone selling or using any of the Supplies, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, legal 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 relating to, 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 labour, or negligence of the Supplier, or of anyone acting under its direction or control or on its behalf, in connection with the Supplies.

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 Albéa relating to the Order and the manufacture or provision of the Supplies.

The 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 legal fees) in connection with any third party claim that any intellectual property employed by the Supplier in the manufacture of the Supplies, or any of the materials incorporated by the Supplier in 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 proprietary right of any other party or any intellectual property right, and, if so directed by Albéa or any of its affiliates, shall defend any such claim at its expense. Albéa shall give the Supplier prompt written notice of any such claim. The Supplier shall promptly notify Albéa of and will consult 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 any of its affiliates, alleging that any Supplier-supplied intellectual property violates, infringes or misappropriates any patent, trade secret or other intellectual property right of any third party or (b) 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.

Albéa 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 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 hereby confirms the same and assigns to Albéa all of the 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 any Supplies).

As a consequence thereof, Albéa 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, 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.

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

13.3 If an Order is terminated for any reason whatsoever, the Supplier authorizes Albéa 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 Albéa or any third party authorized by Albéa 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 Albéa, 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, descriptions, specifications, reports, microfilm, 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 Albéa and agrees that Albéa 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 Albéa 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 any liability relating to the Confidential Information, errors or omissions therefrom.

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 Albéa, 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, without Albéa's prior, express consent.

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 Albéa commits itself shall be those shown in the delivery schedules. Albéa shall be entitled to terminate an Open Order at any time on one (1) month written notice by certified or 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. Termination of the Order shall not give rise to any claim by or liability to the Supplier for any reason whatsoever.

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

15.2. Termination

Albéa may immediately terminate each Order without further notice and without any liability of Albéa to the 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 Albéa;

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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

(b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling 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 a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than 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

(d) (being an individual) the Supplier is the subject of a bankruptcy petition or order; or

(e) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 days; or

(f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or

(g) (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or

(h) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

(i) 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) to 2(h).

3. A material change in the Supplier's labour relations, financial condition or organizational structure, which Albéa determines, in its sole discretion, will interfere with the proper performance of the Order.

4. Upon the happening of any event in Articles 5, 13.1, 14.3 and 17.

15.3 Remedies Not Exclusive

The exercise by Albéa 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 Albéa.

16. SUBCONTRACTING

The Supplier may use one or more subcontractors or sub-suppliers but only with Albéa's prior, written consent, which may include Albéa's acceptance of the terms of payment of such subcontractor or sub-supplier. Such consent regarding the subcontractors or sub-suppliers shall in no event be considered an acceptance or endorsement of their competence and expertise. 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 to 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 of its subcontractors or sub-suppliers.

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

Albéa 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, Albéa may pay the subcontractor or sub-supplier directly for any raw materials, ingredients or components or other services that the Supplier fails to pay and Albéa may offset the amount of such payments, if any, against any Supplier invoices. If Albéa pays a subcontractor or a sub-supplier of the Supplier, Albéa shall own the raw materials, ingredients and components covered by such payment and shall have the exclusive right to take possession of such goods as determined solely by Albéa.

17. NO ASSIGNMENT

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

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 illegal employment, whether or not the Supplier intervenes alone onsite or simultaneous with other suppliers.

The Supplier shall be solely responsible for the administrative, accounting and labour 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 Albéa'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 Albéa, including without limitation 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 not and shall not make any payment, gift or service of any nature (travel, etc.), to any employee or representative of Albéa for the purpose of obtaining or modifying Orders;
- shall immediately inform Albéa's Purchasing Department of any breach of the aforementioned representation.

Failure to comply with this undertaking shall authorize Albéa 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

The Supplier will not (i) utilize forced or involuntary labour, regardless of its form, (ii) employ any child, except as part of a government approved job training, apprenticeship or similar program, or (iii) engage in abusive employment or corrupt business practices in the supply or provision of Supplies under any Order. If the Supplier subcontracts any of its duties or obligations under any Order, the 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. The 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.

21.4 Independent Status. Nothing in the GTP shall make either Albéa 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. The Supplier will comply with the method of electronic communication specified by Albéa, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and other communications.

21.6 Limitation of Liability – ALBÉA SHALL NOT BE LIABLE TO THE SUPPLIER FOR ANY LOST REVENUE, LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OR DEFAULT UNDER THE ORDER, EVEN IF ALBÉA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Albéa be liable to the Supplier, its successors or assigns for damages in excess of the amount due to the Supplier for complete performance under the Order, less any amounts already paid to the Supplier by Albéa. Any legal action by the 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.

21.7 Financial and Operational Condition of the Supplier. The Supplier represents and warrants to Albéa as of the date of each Order that it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; that all financial information provided by the Supplier to Albéa concerning the Supplier is true and accurate; that such financial information fairly represents the Supplier's financial condition; and that all financial statements of the Supplier have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

21.8. Governing Law - Jurisdiction - Venue. The validity, construction and performance of any Order or contract for the purchase of Supplies shall be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to its conflicts of law rules. The United Nation Convention on Contracts for the International Sale of Goods, adopted in Vienna (Austria) on April 11, 1980, shall not be applicable to any purchase of Supplies. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with this agreement, this agreement shall prevail.

The Supplier and Albéa shall first attempt to settle any dispute through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes which cannot be resolved amicably shall be brought in the courts of England and Wales and each of the parties accepts the exclusive jurisdiction of such courts in connection with this Agreement, provided that nothing in this clause 21.8 shall limit the right of Albéa to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude Albéa from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. Nothing in this Article 21.8 shall be construed or interpreted as a limitation of the right of either the Supplier or Albéa under applicable law to obtain injunctive or other equitable relief or to preserve a remedy which might be barred by time or other reason.

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

SUPPLIER:

NAME:

POSITION:

DATE:

SIGNATURE:

SUPPLIER'S STAMP: