



## GENERAL TERMS OF PURCHASE 2018 Edition

### 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 (ii) of services, related or not related to the goods and products (hereinafter collectively, the “Supplies”) placed by **Albéa Cosmetics Italy S.r.l.** a company existing and organized under the laws of Italy, having its registered office located at Via Vittor Pisani 16 20124 Milano Italy, registration at the Registry of Companies of Milan, Fiscal Code and V.A.T. no. 01841750167, administrative registration number MI 1754955 (*Repertorio Economico Amministrativo*), or **Albéa Tubes Italy S.r.l.** a company existing and organized under the laws of Italy, having its registered office located at Via Vittor Pisani 16 20124 Milano Italy, registration at the Registry of Companies of Milan, Fiscal Code and V.A.T. no. 00833890155, administrative registration number MI-340296 (*Repertorio Economico Amministrativo*), (both the mentioned companies, hereinafter individually 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.

Any supplier who did not receive an Order number shall refuse to deliver the "Supplies".

#### 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 five (5) 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 verify that the instructions and information contained in the documents constituting the Order comply with the laws and regulations in force and the best practices in the industrial area and to inform Albéa in the event of non-compliance.



Notwithstanding paragraph 1 of this Article 2.2, with respect to contracts executed online, such contracts shall be executed when Albéa, once the Order is placed, receives an acknowledgment of receipt of such Order by the Supplier confirms its acceptance.

In the event of a change made to the Order by the Supplier, such modification must be previously expressly accepted by Albéa, 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 hereby represents having full knowledge and understanding of these GTP, irrevocably accepts, without limitation or reserve, these GTP as applicable to any Order placed by Albéa. The Supplier acknowledges that it had the opportunity to discuss and negotiate them with Albéa and have been provided with all necessary information and advice required for this purpose. 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 have agreed on the GTP applicable to the Order prior to its issuance, notably at the stage of the request for quotation.

**GTP may only be amended or supplemented by specific written conditions, previously agreed by the parties.**

## **3. SUPPLIER'S OBLIGATIONS**

**3.1** The Supplier, a professional in its business area, is fully aware of the restrictions, *inter alia* in terms of the quality, safety, 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 and commercialization 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 suppliers.

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, technical and logistical statements of work, quality agreements and regulatory compliance certificates etc. (the "Documents").

**3.3** Albéa shall be deemed entitled at any time to direct changes, or cause Supplier to make changes, to the Supplies or to the Order and the Supplier shall promptly upon request provide information about the Supplies or the Order to enable Albéa to use or market them and certify the origin and components of Supplies. The Supplier shall inform Albéa of any legal or regulatory changes which may affect Supplies.

**3.4** The Supplier shall not be entitled to make any modifications to the Supplies, including those stated at section 3.3, a change in components, materials, form, fit, function, processes or place of production, subcontractors, without Albéa's prior written consent, within the meaning of the Albéa's quality procedures and the applicable practices in the cosmetic industry. Any requests for such changes by Supplier may be approved or denied by Albéa in its sole discretion.

**3.5** In order to maintain the permanent competitiveness of the Supplies and of Albéa's products which incorporate such Supplies, the Supplier 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 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 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 alternative 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 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. 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. Hardship-change in circumstances**

To the extent the economic balance of the contractual relationship has been changed as result of unforeseen events such as external economic, political, monetary, fiscal, commercial, technical, legal circumstances, or events occurring after entering into the Order and/or contract, likely to create an unreasonable advantage to the benefit of one of the parties in the execution of the Order and/or contract, affecting the balance of the Order and/or contract, the Supplier and Albéa shall negotiate in good faith to adjust the GTP and/or contract reasonably, taking into account the consequences of such circumstances.

Failure to reach an agreement between the Supplier and Albéa or refusal to negotiate by one of the parties, within 30 days from the adjustment request, will entitle Albéa or the Supplier to terminate the Order and/or contract without compensation, upon a three months' notice by registered letter with acknowledgment of receipt. During this period, the Order and/or the contract will continue under conditions in force on the date of the termination notification.

#### **4.3. Invoicing and Payment Terms**

The invoice shall provide all information set forth in the Order permitting identification and control of the Supplies. If the invoice does not mention at least the order number, Albéa will be entitled to return it to the Supplier (with the exception of authorized suppliers, as inter alia institutional suppliers).

The invoice shall necessarily be sent to the invoicing address indicated on the Order.



Unless otherwise provided in the Order, Supplier and Albéa agree that payments shall take place forty-five (45) days end of the month from the date of invoice, it being understood that:

- the amounts paid shall take into account any late deliveries 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 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 our company's prior, express consent.

All amounts unpaid on the due date shall bear interest at the interest rate of 3 times the in force legal interest rate and a global charge of forty (40) euros payable by Albéa as compensation for recovery costs.

All amounts unpaid on the due date shall bear the late payment interest rate of (i) 4% if the in force legal interest rate is equal or lower to 2% and (ii) 6% in all other cases". The Supplier acknowledges that such rate derogates to the late payment interest rate provided by the law in favor of supplier-creditors and agree to the above considering all the specific circumstances of this supply.

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 Date" means the date in which the Supplies have to be delivered at the place of delivery stated by Albéa in the corresponding Order.

If the Supplies are not delivered on the applicable Delivery Date, 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 by Albéa, Albéa reserves the right to return the Supplies to the Supplier at the Supplier's own risk and expenses.



Any delivery occurring after the Delivery Date automatically makes the Supplier liable for late delivery penalties, in accordance with the following: five (5)% (five percent) of the invoiced amount excluding VAT of the relevant Order, per day of delay, starting on the first day after the Delivery Date. Payment of the said penalties shall not relieve Supplier from its obligations to deliver the Supplies and shall be in addition to and not in lieu of all other rights and remedies available to Albéa.

The Supplier shall be liable to Albéa for any direct and indirect costs, expenses and damages such as deriving from Production lines stoppage or 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 emergency order of Supplies from another alternative 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” (Incoterms ICC 2010) at the place of delivery indicated in the Order, with all duties and taxes paid by Supplier, unless otherwise specifically agreed between the parties.

The packaging, at the Supplier’s expense, shall be adapted to the Supplies, the means of transportation and the destination location, shall bear all legally required terms, 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.

The Supplier agrees to comply with all the rules applicable to the transportation of goods and Supplies ordered by Albéa. The Supplier shall organize the transportation of such goods and Supplies permanently ensuring the compliance 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.

Any Supplies delivery shall be subject to the provision by the Supplier to Albéa of a delivery note and any other documents required per applicable laws and regulations.

## **7. ACCEPTANCE**

**7.1** Albéa reserves the right to refuse the Supplies, by notice delivered by ordinary mail, fax or any other agreed electronic means, in the event of a failure to comply with the Delivery Date, incomplete or excess deliveries, 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 be liable for all damages incurred by Albéa or its client(s) and 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 whether those penalties or amount be claimed by Albéa, its client(s) or any other third party, 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. 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.

**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") 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 as well 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 breakdown, and shall provide, 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 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. On such basis, the Supplier shall take out insurance covering such risks and all damage to the Equipment and all damage that the Equipment may cause to third parties, and shall provide supporting evidence 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 at the sole Supplier's expense to Albéa immediately upon demand free and clear of all claims and security interests.

## **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 and the safety level expected by Albéa, the technical choices to be implemented for their production, and their fitness for the particular purpose for which they are intended.

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 request, the Supplier undertakes to provide a first-demand guarantee, to guarantee the proper performance of Supplier's obligations under the warranty.

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

**10.2** To the extent that Albéa, its client(s) or competent authorities would decide to recall a Supply or a product incorporating a Supply, the Supplier shall compensate Albéa for all damages and costs relating thereto including any amount that Albéa should compensate to its client(s).

**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), arising out of 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 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 obtain and maintain, at its sole expense, an insurance policy, covering all bodily injuries, damages to property, incidental and consequential damage, direct or indirect, related to the performance of the Order and which may be caused by the Supplier or its subcontractors or subsuppliers. In the event of inadequate coverage, Albéa may require that the Supplier take out additional insurance, at the Supplier's expense. Copy of in force insurance certificate shall be provided to Albéa before Order's issue.

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 the payment of premiums.

**11.2** Such insurance shall be kept effective for the entire duration of the Order, plus five (5) years.

## **12. INDEMNITY**

**12.1** 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), 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, breach of 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 hereinabove shall also apply to the Equipment.

Assistance that Albéa may bring to the Supplier for the performance of the Order and / or production of Documents or controls, that Albéa reserves the right to make, does not exempt the liability of the Supplier on the Supply.

**12.2** The Supplier shall compensate Albéa all costs incurred by Albéa, including repair or replacement, resulting from damages or losses caused to 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, 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 of the Supplies alone or in any combination or their use 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, or, if so directed by Albéa or any of its affiliates, shall defend any such claim at its expense. Albéa shall give Supplier prompt written notice of any such claim. Supplier shall provide all assistance in connection with any such claim as Albéa or any of its affiliates may reasonably require.

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 to Albéa, on an exclusive basis, all creations (technical or intellectual and in any medium whatsoever) made in the framework of the Order, in accordance with article 64 of the legislative decree no. 30/2005 "*Codice Della Proprietà Industriale*", on an ongoing basis as they are made, and the intellectual property rights related thereto and *inter alia* the rights of reproduction, representation, adaptation, marketing and use, for the entire duration of the legal protection provided by article 60 of the legislative decree no. 30/2005 "*Codice Della Proprietà Industriale*" and for the entire world.

As a consequence thereof, 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. 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 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 undertakes to communicate, at first 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 one of the parties by the other party, *inter alia*, but not limited to, technical, industrial, commercial, or financial information, regardless of the form of disclosure (oral, written or otherwise), including but not limited to designs, schematics, descriptions, specifications, quotation reports, microfilms, software and documentation related thereto, samples, prototypes, etc., shall be deemed confidential (the "Information").

Shall also be deemed to be an Information, anything the Supplier's employees, its suppliers, subcontractors, agents, permanent or occasional workers, may become aware of in the performance of the Order.

**14.2** The Information shall be used solely for the performance of the Order. Each Party 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 entail 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, each party shall promptly return or destroy, all documents, whether or not confidential, related to the Order, to the disclosing party, and shall not be entitled to keep any kind of log or copy of such documents, without the disclosing Party's prior, express consent except for one single copy it may retain for archival purpose in order to ascertain its rights and obligations under the Order or the GTP.

## **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, in accordance



with Article 1373 of the Italian Civil Code. 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 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 shall not be renewed, unless otherwise expressly agreed between the Parties.

### **15.2. Termination**

Our company may immediately terminate each Order without any liability of our company 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 in accordance with the Order and/or the Documents (including the GTP) and does not provide a remedy within fifteen (15) calendar days as of the mailing of a letter by our company 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 timely any of Supplier's obligations under any Order; (iii) filing of a voluntary petition in bankruptcy by Supplier (or a comparable insolvency event); (iv) filing of an involuntary petition in bankruptcy against Supplier (or a comparable insolvency event); (v) appointment of a receiver or trustee for Supplier or Supplier's assets; or (vi) execution of any assignment for the benefit of creditors of Supplier.

**3.** A significant change in the Supplier's labor or financial or industrial organization, and which be deemed by Albéa to harm the proper performance of the Order.

**4.** Any termination by the Supplier shall never prevent Albéa to comply with its obligations towards its client(s) and shall always be subject to a negotiation in good faith to postpone the effective date of termination.

### **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 related payment terms. Such consent regarding the subcontractors or sub-suppliers shall in no event imply an opinion on their competence and expertise. If the Supplier is authorized to subcontract all or part of the Order to one or 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 best practices in the industrial area and Supplier's contractual obligations toward Albéa.

In addition, Albéa reserves the right to subordinate its payments to the provision of supporting documents by the Supplier that it has effectively paid its subcontractors and sub-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 hereinabove.

#### **18. NON-SOLICITATION**

The Supplier agrees not to solicit, hire or employ, directly or indirectly, and / or through an intermediary, any employee, collaborator, officer or director of Albéa (including when the initial request has been made by the latter).

#### **19. 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 simultaneously with other suppliers, and to comply with all applicable specific rules and regulations on the site of intervention.

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 in compliance 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 health & safety, environment and quality.



The Supplier, its employees, representatives and agents shall comply with all of Albéa's rules, regulations, policies and procedures while on Albéa's premises. The Supplier, its employees, representatives and agents when accessing the Purchaser's plants and facilities, shall comply with Italian Legislative Decree N° 81/2008 and subsequent modifications. By filling-in said form, the Supplier acknowledges specific risks existing in the environment where it will operate and prevention and emergency measures adopted concerning activities to be performed, as well as risks arising out of potential interferences.

With reference to above mentioned agreements concerning supply of Services or those that, in any case, provide for that the employees of the Supplier carry out working activity at the Albéa's premises, the Order will have to expressly indicate an amount to be made available for the adoption of measures suitable to eliminate or, to the extent possible, limit the risks for the health and safety of workers as arising or increased in connection to and related to, the use of common working areas.

For security reasons, Albéa shall have the right to inspect all the Supplier's vehicles which were authorized for access to the Albéa's plants and facilities.

If the Supplier, its employees, representatives or agents violate Albéa's rules, regulations, policies or procedures, Albéa may, by written notice to Supplier, terminate the Order as upon a default in accordance with Article 15.2 in addition to any other rights or remedies provided by law.

## **20. 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, shareholders, representatives, subcontractors or agents ("associated parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters 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 and obligation.

The Supplier shall comply and have its own suppliers or subcontractors to comply with "Albéa's suppliers charter" which the Supplier acknowledges it has received a copy.

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.

## **21. MISCELLANEOUS**

**21.1** 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.

**21.2** Supplier shall not, without Albéa's prior written consent, make any reference to Albéa or any of its affiliates, whether in press releases, advertisements, leaflets, catalogues or otherwise.

**21.3** Limitation of liability – EXCEPT FOR THE CASE OF GROSS NEGLIGENCE OR FRAUD ALBÉA SHALL NOT BE LIABLE TO SUPPLIER FOR ANY LOST REVENUE, LOST PROFITS OR OTHER INCIDENTAL, INDIRECT 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 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.

**21.4** **The governing law shall be the laws of Italy .** The United Nation Convention on Contracts for the International Sale of Goods, adopted in Vienna (Austria) on April 11, 1980, shall not be applicable.

**21.5** **All disputes arising from the GTP and/or the Agreement shall be finally settled under the Rules of Milan Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.**

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





## **22. APPLICATION OF THE GENERAL TERMS OF PURCHASE**

These GTP shall apply as of March 2018 to all orders placed by Albéa, and replace the GTP previously in force.

Albéa reserves the right to seek judicial relief to protect its property interests.

**Albéa may amend these GTP at any time and will edit the new version on its website <http://www.albea-group.com/fr/general-terms/purchase.html> under the file entitled “Italy”.**