

GENERAL TERMS AND CONDITIONS OF SALES

ARTICLE 1 - SCOPE OF APPLICATION

These general conditions of sale constitute, in accordance with article L.441-1 of the Commercial Code, the unique basis of the commercial relationship between the parties (hereafter the "**General Conditions of Sale**").

They are intended to define the conditions under which Euro Wipes (hereinafter "**Euro Wipes**" or the "**Supplier**") provides to professional customers (hereinafter the "**Clients**" or the "**Client**") who request it, via the Supplier's website, by direct contact or via a paper medium, the products (hereinafter the "**Products**") listed in the price offer (hereinafter the "**Price Offer**").

In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any Client who requests them, to enable him to place an order with the Supplier.

Any order of Products implies, on the part of the Client, the unreserved acceptance of the present General Terms and Conditions of Sale and of the general terms and conditions of use of the Supplier's Internet site for electronic orders.

These General Terms and Conditions of Sale govern the relationship between Euro Wipes on the one hand, and the Client to whom the Quotation is addressed; the Client and Euro Wipes are hereinafter collectively meant as the "**Parties**" and individually as a "**Party**".

Acceptance of the Price Proposal implies acceptance by the Client of all the terms and conditions set forth in the Price Proposal and these General Terms and Conditions of Sale, which supersede any document exchanged between the Parties and in particular any general purchase conditions issued by the Client. The Price Proposal and these General Terms and Conditions of Sale, accepted by the Client, together form the contract between the Parties (hereinafter the "**Contract**").

ARTICLE 2 - OBJECT OF THE CONTRACT

The Client entrusts Euro Wipes with the development and/or manufacture of the Product indicated in the Price Quotation in accordance with the specifications indicated in the Price Quotation (hereinafter the "**Specifications**") and with the Good Manufacturing Practices for cosmetic products in force in the European Union, and more particularly in France (hereinafter the "**Good Manufacturing Practices**"). Euro Wipes agrees to supply Client with the Products in the quantities and at the prices set forth in the Price Quote.

ARTICLE 3 - COMPONENT SUPPLY

3.1. The supply of Components for the manufacture of the Products shall be made by the Client or by Euro Wipes in accordance with the Specifications or specifications provided by the Client ("**the Client's specifications**").

3.1.1. Components supplied by Euro Wipes:

Euro Wipes shall procure, at its own expense, Components from its own suppliers or from suppliers specified by the Client

Euro Wipes will carry out quantitative and qualitative checks on receipt of the Components. Euro Wipes will inform the Client as soon as possible of any complaints that may cause a delay in the manufacture and therefore in the delivery of the Products resulting from a refusal of the Components it will supply.

Euro Wipes will ensure that it has sufficient stock to manufacture the Products in accordance with the firm purchase orders communicated by the Client.

3.1.2. Components provided by the Client:

The Client shall, at its expense, supply Euro Wipes with Components in quantities necessary to cover firm orders for Products.

Euro Wipes shall have a period of ten (10) calendar days from receipt of the Components to notify the Client, if any, that such Components do not conform to the indications in the Specifications or in the Client's specifications.

The ten (10) day period referred to above shall not apply to latent defects that may subsequently be detected by Euro Wipes and for which the legal provisions of common law shall apply.

Any Component supplied by the Client and refused by Euro Wipes because of non-conformity with the Specifications or the Client's specifications shall be returned to the Client, or destroyed, according to the Client's prior instructions, at the Client's sole expense.

The Client will provide appropriate replacement quantities as soon as possible. In any event, Euro Wipes shall not be liable for any delays in the delivery of Products in such event.

3.2. The cost of storage of the Components for a period of up to three (3) months between the date of receipt by Euro Wipes and the scheduled delivery date of the Product to which the Components relate is included in the manufacturing price of the Products. Any excess of this period for which Client is responsible will be subject to a storage charge.

3.3. The compliance of the Packaging Items with the regulations in force, and in particular the written information appearing thereon, shall be the sole responsibility of the Responsible Person (the "**Responsible Person**") agreed between the Parties in the Price Offer. All costs inherent in the modifications made to the Packaging Items shall be borne by the Client, in particular the costs of graphic design tools and the destruction of Packaging Items that cannot be used.

3.4. Samples of the Components used in the manufacture of the Products shall be taken and retained by Euro Wipes at least for the duration of the validity of the Products concerned, in accordance with the provisions of Good Manufacturing Practices. These samples will be reserved for possible administrative investigations by the Competent Authorities.

ARTICLE 4 - QUALITY CONTROL AND PRODUCT RELEASE

4.1. Quality control

Euro Wipes shall perform all necessary inspections and controls throughout the manufacturing process of the Products in accordance with Good Manufacturing Practices. Euro Wipes shall provide to Client, upon reasonable and justified request, a copy of all requested documents relating to the manufacture and control of the Products.

4.2. Release of product batches

The technical release of the batches of Products manufactured under the Contract will be carried out by Euro Wipes or by the Client, as specified in the Price Quotation. The Client shall in any event remain solely responsible for the release of the Products to the market, even in cases where the technical release of the Products is carried out by Euro Wipes on behalf of the latter.



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GENERAL TERMS AND CONDITIONS OF SALES

4.3. Acceptance / rejection of batches of Products

Upon receipt of the Products, the Client shall have the opportunity to carry out checks on the Products delivered and to verify the conformity of the batches delivered with the Specifications or the Client's specifications. The Client shall have a period of seven (7) working days from the date of delivery to check the conformity of the Products and accept the delivery.

All claims concerning the conformity of the Products must be made in writing, in the form of a registered letter with acknowledgement of receipt, within the aforementioned period. If no complaint is made within this seven (7) day period, the batch of Products concerned shall be deemed to have been accepted without reservation. The aforementioned period shall not apply to hidden defects that may be detected subsequently by the Client and for which the legal provisions of common law shall apply.

In the event of a dispute over conformity notified at the time of rejection of a lot, the Parties shall endeavor to analyze the dispute together and settle it amicably. In case of persistent disagreement between the Parties, the dispute shall be submitted to an expert or an independent laboratory meant by mutual agreement between the Parties. In the absence of such an agreement within a maximum of thirty (30) days from the occurrence of the dispute, the expert will be appointed by the President of the Commercial Court of Chartres at the request of the most diligent Party. The Parties undertake to allow the expert a maximum period of two (2) months to complete his mission.

The costs relating to the batches of rejected Products shall be borne by:

(i) By the Client, if the non-conformity of such batches of Products is due exclusively to a Component supplied directly by the Client, or to an error attributable to the Client and contained in an instruction given by the Client to Euro Wipes, including the Specification.

In the event of non-conformity of the Components supplied by the Client, the Client shall be personally responsible for any recourse against its suppliers.

In this case, the Client shall bear, in addition to the price of the Products, the entire cost of additional expert appraisals and inspections, as well as the associated destruction costs, which shall be subject to prior negotiation between the Parties.

(ii) By Euro Wipes, in case of non-compliance with the Specifications, Good Manufacturing Practices, and more generally in cases where it can be shown that the defect is due to Euro Wipes' non-compliance with its obligations under the Contract.

In such case Euro Wipes shall use its best efforts to replace the non-conforming goods number for number without further compensation.

In view of the above, the Parties agree that in case of non-conformity of a Product which cannot be attributed to the exclusive fault of one of the Parties, the costs incurred by such non-conformity shall be allocated as follows:

- i.** the costs of the Components supplied by the Client will be borne by the Client;
- ii.** the cost of manufacturing the Products shall be borne by Euro Wipes;
- iii.** all costs other than those referred to in paragraphs i and ii above, and in particular costs relating to Components not supplied by Client, costs relating to quality control,

transport, any penalties incurred by final Clients, costs of recalling or withdrawing Products, etc., shall be borne by each Party in equal shares.

Euro Wipes shall not reclaim, take back or reprocess all or any part of the batches of non-conforming Products without the prior written consent of Client.

Under this Article, the Parties expressly agree to meet once a year to review any losses resulting from batches of rejected Products during the past year.

ARTICLE 5 - ORDERS - DELIVERIES OF PRODUCTS

5.1. Order forecast

The Client shall provide Euro Wipes in writing with a twelve (12) month rolling order forecast (not including the current month), indicating the number of units of each Product it intends to order from Euro Wipes. The Client undertakes to update the order forecast on a monthly basis, any change in a given month being made at least three (3) months in advance.

5.2. Orders

At least three (3) months prior to the desired delivery date, the Client shall send Euro Wipes, in writing, an order or orders indicating in particular the quantity of Product, the agreed price and the desired delivery date. For the first order, the three (3) month period mentioned above is extended to four (4) months.

For all orders, Euro Wipes will acknowledge receipt of the order by email and accept it or propose another delivery date within fifteen (15) to twenty (20) business days of receipt.

In the absence of acceptance of the order within the aforementioned time period, Client's order and desired delivery date shall be deemed rejected. Quantities ordered shall be based on the minimum order quantity, a lot or a multiple (whole number) of the standard lot size as determined for each Product in the Price Offer.

All firm orders are irrevocable and binding on the Parties.

5.3. Delivery

The Products will be made available to the Client on the confirmed delivery date in the quantities specified in the firm order with a tolerance of plus or minus 5% on quantity. In case of exceptional circumstances beyond Euro Wipes' control, Euro Wipes may carry out partial deliveries subject to prior notice to the Client.

Euro Wipes undertakes that the Products will be released with an expiration time as mentioned in the Specifications or the Tender Documents minus the production and release time.

The incoterm in force between the Parties is EXWORK (Incoterm 2010) unless otherwise agreed in the Price Offer. The transfer of risk shall therefore take place upon loading of the Products in the warehouse of Euro Wipes by the Client. The transfer of ownership takes place at the complete payment of the Products by the Client to Euro Wipes, and this whatever the delivery date of the Products. The Client undertakes to collect the Products by appointment within five (5) working days of their availability, said availability being notified to him in writing. Beyond this period of five (5) working days, the Client will be invoiced storage fees in accordance with the current tariff.

If there is a risk of delay in delivery of the Products with respect to the confirmed delivery date, Euro Wipes will



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GENERAL TERMS AND CONDITIONS OF SALES

notify the Client by e-mail or fax as soon as possible after the event causing the delay or the delay being proven. Euro Wipes will not be held responsible for any shortage of any Component.

ARTICLE 6 - PRICE - TERMS OF PAYMENT

6.1. Price

In consideration of the development and/or manufacture of the Products under the terms of the Contract, the Client undertakes to pay Euro Wipes the remuneration calculated in the form of a unit price per Product as set out in the Price Quotation (hereinafter the "**Unit Price**").

The Unit Price shall be determined with regard to the volumes indicated in the Price Proposal and corresponding, if applicable, to the minimum quantities of Products that the Client undertakes to order from Euro Wipes (hereinafter the "**Volume Commitment**") during the period indicated in the Price Proposal (hereinafter the "**Term**"). If the Volume Commitment is not respected within the above-mentioned Term, Euro Wipes may unilaterally revise the Unit Price.

6.2. Price revision

6.2.1. Annual revision

The Unit Prices may be revised annually, with the revised Unit Prices applicable as of January 1st of each calendar year. The Parties agree to confer between October 1st and December 31st of each calendar year for the purpose of agreeing on the revision of the Unit Prices for the following year.

In the absence of an agreement between the Parties on the revision of the Unit Prices within the aforementioned period, Euro Wipes may terminate its commitments under this Contract, with effect from 1st January of the year concerned, for the Products concerned by the lack of agreement and subject to justification of a significant economic imbalance, linked in particular to a variation in the costs of operations provided for in the Contract.

6.2.2. Price revision

As an exception to paragraph 6.2.1. Euro Wipes may, at any time during the Contract, propose to Client a revision of its pricing conditions, to take into account the general evolution of prices, the increase of raw material costs, competition and product production and logistics costs and to pass on these variations in an equitable and balanced way, for evolutions and as long as the general economy of the Contract is not put in question.

6.2.3. Specific Cases

The Unit Prices as defined in this Contract shall be subject to amicable renegotiation between the Parties in the event that any of the following events occur:

- ✓ In case of modifications of the Specifications or the Client's specifications by the Client during the execution of the Contract;
- ✓ In the event of a downward change in the sales forecast initially planned; or
- ✓ In the event of legislative and/or regulatory changes at the Community and/or national level that would directly or indirectly lead to an increase in the costs of operations under the Contract.
- ✓ In the event of a change in the supply sizes of the Components and/or Products.

In the absence of an agreement between the Parties on the revision of the Unit Prices within a period of thirty (30) days, Euro Wipes shall be entitled to terminate its contractual obligations at the end of a reasonable notice period which

may not be less than thirty (30) days, for the Products concerned by the lack of agreement and subject to justifying a significant economic imbalance, linked in particular to a variation in the costs of operations provided for in the Contract.

6.3. Terms of payment

The remuneration due for the delivered Products is payable by the Client to Euro Wipes by bank transfer within thirty (30) days of the invoice date. Euro Wipes shall issue the invoice on the date of shipment of the Products.

Failure to pay invoices within the aforementioned period shall result in the payment of late payment interest, calculated on the basis of three times the legal interest rate in force, as well as the payment of a fixed indemnity of forty (40) Euros for collection costs. The interests run from the day following the due date of payment until the day of the effective payment.

ARTICLE 7- LIABILITY - INSURANCE - GUARANTEES

7.1. Liability

Euro Wipes is responsible for the proper performance of the operations expressly provided for in the Contract, to the exclusion of any other services or operations. In this respect, Euro Wipes warrants that the Products are manufactured in accordance with the Specifications and in compliance with Good Manufacturing Practices.

In the event that the Products are to be marketed in a country where regulations other than French regulations and Good Manufacturing Practices apply, the Client shall be responsible for ensuring that the Products comply with the regulations applicable in the country concerned.

7.2. Insurance

Euro Wipes agrees to take out all necessary insurance with reputable insurance companies to cover its civil and professional liability that may arise from its activity under the Contract.

7.3. Guarantees

The Products supplied by the Supplier are covered by the legal warranties of conformity and against hidden defects, to the exclusion of any commercial warranty that may cover the Products.

ARTICLE 8 - TERM - TERMINATION

8.1. Term

The Contract shall come into force from the date of acceptance of the Price Offer by the Client. It shall apply to any order placed by the Client for the Products.

8.2. Termination

In the event of a breach by either of the Parties of any of its contractual obligations, the Party suffering the breach shall give notice to the other Party by registered letter with acknowledgement of receipt to perform its obligations within a period of thirty (30) days after notice is given by registered letter with acknowledgement of receipt. If at the end of this period, the formal notice has remained without effect, the Contract shall be automatically terminated without any further formality.

The above provisions are without prejudice to any action legally available to either Party or to any damages that may be claimed in such case.

ARTICLE 9 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS



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GENERAL TERMS AND CONDITIONS OF SALES

9.1. Rights on formulas

The Parties agree that the cosmetic and/or biocidal and/or detergent formulas used, as the case may be, for the manufacture of the Products have been designed and developed by Euro Wipes; thus all possible intellectual property rights (including industrial property rights) attached to them belong to it.

Consequently, the Client shall not communicate to any third party and reproduce or have reproduced by any third party the Euro Wipes any formula used in the Products.

9.2. Rights to know-how

The know-how used by Euro Wipes in the design and manufacture of the Products is and shall remain the property of the Supplier. The Purchaser agrees not to disclose such know-how to any third party.

In the event that the Client bears the full cost of research and development associated with the innovation and manufacture of the Product, Euro Wipes grants the Client exclusive marketing rights to the innovation of the Product provided that the Client has the Products manufactured by Euro Wipes

9.3. Rights to Products and Improvements

The Purchaser owns, directly or through licenses granted to it, the intellectual property rights in the Products.

In the event that Euro Wipes discovers or brings to light one or more improvements and/or enhancements directly or indirectly affecting the manufacture of any Product(s), and which would be likely to generate an intellectual property right, Euro Wipes shall inform the Purchaser, but Euro Wipes shall be the exclusive owner thereof.

9.4. Rights on conditioning articles

The Purchaser owns, directly or through licenses granted to it, the intellectual property rights in the markings on the packaging items made in accordance with its request.

The Purchaser grants Euro Wipes, for the sole purpose of performing the manufacturing operations as provided for in the Contract, the right to use the intellectual property rights relating to the markings on the conditioning articles made in accordance with its request.

ARTICLE 10 - FORCE MAJEURE

10.1. The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations as described herein results from a case of force majeure, as defined in Article 1218 of the Civil Code.

10.2. The Party noting the event shall immediately inform the other Party of its inability to perform its service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

10.3. The performance of the obligation shall be suspended for the duration of the force majeure if it is temporary and does not exceed a maximum duration of three (3) months. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the prevented Party shall notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial act.

10.4. During this suspension, the Parties agree that the costs generated by the situation will be borne by the prevented party.

10.5. If the impediment is definitive or exceeds the three (3) month period mentioned above, the present contract will be purely and simply cancelled.

ARTICLE 11 - IMPREVISION

11.1. It is agreed that, in the event of a change in circumstances unforeseeable at the time of the conclusion of the Contract that makes performance excessively onerous for a Party, the Parties shall renegotiate in good faith the modification of the Contract. It is agreed that the following events in particular are covered: increase in the cost of raw materials, increase in the cost of components, increase in costs related to logistics, changes in legislation, etc.

11.2. In such cases, the Parties undertake to organize a prior compulsory attempt at conciliation lasting fifteen (15) days, with no refusal to renegotiate, from the day following notification by the Party concerned of the occurrence of the event making performance of its contractual obligations excessively onerous within the meaning of the aforementioned article.

11.3. Such conciliation shall suspend the limitation period but not the performance of the Contract, which the Parties shall remain bound to during the conciliation period. Any referral to a judge in violation of this conciliation clause shall constitute an end of non-receipt making the action inadmissible.

11.4. In the event of successful renegotiation, the Parties shall promptly draw up an amendment to this Contract formalizing the result of the renegotiation.

11.5. If renegotiation fails, in accordance with the provisions of Article 1225 of the Civil Code, the Contract shall be terminated by operation of law in the event of non-performance by the debtor of any of its obligations under the present Contract.

ARTICLE 12 - PRIMACY

In case of signature of a framework contract between the Parties, the provisions of the said framework contract shall prevail over the present general terms and conditions of sale and/or the general terms and conditions of purchase of the Client and more generally over all other provisions contained in any other document issued by one of the Parties.

ARTICLE 13 - APPLICABLE LAW - COMPETENT JURISDICTION

The Contract is governed by French law.

In the absence of an amicable agreement, all disputes arising under the Contract, including those relating to its interpretation or performance, shall be finally settled by the Chartres Commercial Court, to which the Parties assign exclusive jurisdiction, including in the event of summary proceedings, multiple defendants or third-party claims.



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