

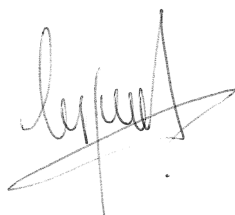
PRODUCT SPECIFICATIONS

Date:	January 22 nd , 2013	Revision N°:	0	
Source:	Barcelona – Spain	Product Name:	ImerCare 120P-Scrub	
PRODUCT DESIGNATION :		A SPECIALLY FORMULATED NATURAL MINERAL ADDITIVE FOR COSMETIC APPLICATIONS		
Test	Reference N°	Units	Minimum	Maximum
Blue light	INT 412 52	-	73.0	-
Oil Absorption	INT 412 17	%	240.0	310.0
Water Absorption	INT 412 351	g/l	320.0	380.0
Retained on 300µm Sieve	RU 02	%	-	9.0

Product is an inorganic inert dry material not microbiologically sensitive. Product is sterile as produced (process includes heat treatment at approximately 1000°C). Process design and materials during packaging are aim not to comply a bioburden specification but to minimize the risk of microbial contamination. Product is further treated in external authorized companies in order to ensure that is totally free, per gram or millilitre, of the following germs:

- Gram negative bacteria.
- *Staphylococcus aureus*
- *Candida albicans*

For and on behalf of IMERYS PERLITA BARCELONA



Sébastien Caspard
Perlite Product Manager

For important health and safety information, please see the Safety Data Sheet for this product.

See page 2 for important terms and additional information

Errors

Weights, tare and tests fixed by *Imerys Perlita Barcelona* at time of shipment or as may be included on the shipping invoice shall be conclusive and binding upon Buyer as to all product sold and/or shipped to Buyer. In the event of errors in weight, deviation of quality from specifications, loss or damage to materials, claims against Seller are waived to Buyer unless made in writing within thirty (30) days after arrival of shipment at destination.

Limited Warranty, Damages and Remedy

- a) Seller represents and warrants to Buyer that all product conforms, as of shipment from Seller's plant, in all material respects to Seller's standard product specifications in effect at the time of shipment; and that Seller will convey to Buyer title to all product purchased and sold hereunder free and clear of all liens, claims and encumbrances except claims for the purchase price thereof in favor of Seller and any security interest therein in favor of Seller created to secure payment and performance by Buyer of its obligations hereunder. Product is sold Ex Works unless otherwise agreed in writing. Buyer is solely responsible for ensuring that all product is handled, stored, installed and used in a proper manner following delivery to Buyer's carrier or common carrier at Seller's plant, or, if pricing is delivered, to Buyer's point of receipt of product. Seller assumes no liability or obligation for any technical advice provided by Seller with respect to any product or for the results of the application of such advice or product.
- b) THE FOREGOING WARRANTY IS EXCLUSIVE AND SELLER MAKES NO OTHER WRITTEN, ORAL, EXPRESS, OR IMPLIED WARRANTIES. SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. BUYER'S REMEDIES FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THOSE REMEDIES DESCRIBED BELOW.
- c) SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS AND/OR LOST PRODUCTION, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, INDEMNITY OR ANY OTHER THEORY OF LIABILITY. IN ANY EVENT, SELLER'S LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES AND CAUSES OF ACTION ARISING OUT OF THE SALE, USE, STORAGE, DELIVERY OR NON-DELIVERY OF ANY PRODUCT, PERFORMANCE OF ANY SERVICES, OR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THE PRICE (INCLUDING THIRD PARTY FREIGHT CHARGES IF PAID BY BUYER) PAID TO SELLER FOR SUCH PRODUCT. Buyer shall indemnify and defend Seller and hold Seller harmless from and against any and all loss, liability, damage, claim or expense whatsoever (including but not limited to, attorneys' fees and disbursements) arising out of or related to (i) Buyer's negligence or willful misconduct or (ii) any claims by third parties related to Buyer's resale, use or disposition of product.
- d) In the event that any product sold by Seller to Buyer does not conform to the provisions of the foregoing exclusive warranty or, if for any other reason Seller may be liable as a result of the sale, handling or use of any product, the Buyer's exclusive remedy shall be and is expressly limited to the payment of the purchase price of the particular shipment of such Product (including third party freight charges, if paid by Buyer), or, at Seller's option, replacement of nonconforming product with conforming product. Any claim made hereunder and relating to any product must be made within thirty (30) days after delivery.