



GENERAL TERMS & CONDITIONS OF SALE

1. Definitions. "Seller" means **Gattefossé**; "Buyer" means any legal entity ordering Products from the Seller; "Products" means any products or services proposed or provided by the Seller; "Terms" means the present General Terms & Conditions of Sale.

2. Scope of Application. The Terms apply to all sales of Products to the Buyer. Unless otherwise expressly agreed, all amendments to the Terms and all other terms, in particular the Buyer's general terms of purchase, are expressly excluded. Placement of an order for any Products will be deemed as the unreserved acceptance by the Buyer of the Terms.

3. Orders. All price quotations and estimates issued by the Seller are non-binding. A contract for sale will only be formed as and when the Seller confirms in writing the Buyer's purchase order. The Buyer may not amend or cancel any confirmed order without the Seller's prior written consent.

4. Price. Unless otherwise agreed in writing, the applicable price is indicated on the corresponding order confirmation, issued by the Seller ("Confirmed Price"). Should the order price and the Confirmed Price differ, the Buyer must inform the Seller of any refusal of the Confirmed Price within seven (7) days from receipt of the order confirmation. Unless such notice is received, the Confirmed Price will be considered as accepted by the Buyer.

All prices are provided exclusive of tax, in US Dollars and subject to the Incoterm indicated on the order confirmation. All applicable taxes will be invoiced at the rate in force at the date of delivery. The Seller may invoice the transport costs to the Buyer, and adjust the Confirmed Price in the event of a significant increase in the cost of the raw materials used to manufacture the Products.

5. Delivery. Delivery dates are provided as non-binding estimates. The Buyer may not cancel any order or claim any indemnity in case of delay in delivery of an order. Risk of loss and damage to the Products will pass to the Buyer in conformity with the Incoterm indicated on the order confirmation.

6. Payment. Unless otherwise agreed in writing, all invoices shall be paid in full without deduction or deferment (regardless of any claims or disputes), and in accordance with the conditions indicated on the order confirmation. Without prejudice to any other remedy available, in the event of late payment of an invoice i) interest will automatically be due on sums owed, at a rate equal to the 3-month SIBOR Singapore rate at the date the invoice becomes due, and the Buyer will be subject to the reimbursement of any recovery costs; and ii) the Seller may suspend any further delivery of Products and/or require advance payment of such Products.

7. RETENTION OF TITLE. THE SELLER WILL RETAIN TITLE TO THE PRODUCTS UNTIL FULL PAYMENT THEREOF IS RECEIVED FROM THE BUYER. WITHOUT PREJUDICE TO ANY OTHER REMEDY AVAILABLE, IN THE EVENT OF LATE PAYMENT, THE SELLER MAY ALSO RECOVER ALL UNPAID PRODUCTS. THE RESALE OR TRANSFORMATION OF UNPAID PRODUCTS WILL ENTITLE THE SELLER, UNTIL FULL PAYMENT THEREOF, TO ALL ACCOUNT RECEIVABLES RESULTING FROM SUCH RESALE OR TRANSFORMATION.

8. Returns. The Buyer shall inspect all Products on delivery and no claim will be considered by the Seller, with respect to apparent defects or damage (including shortage, excess or damaged packaging), if not notified to the Seller within twenty four (24) hours from their delivery to the Buyer, and further provided that such defects are clearly indicated by the Buyer at the time of delivery on the corresponding travel documents.

A hidden defect, non-identifiable by the Buyer through inspection on delivery, must be notified to the Seller within three (3) days from discovery of said defect, and no later than three (3) months from delivery of the Products to the Buyer. The Buyer shall also permit the Seller to inspect any such Products. Failure to comply with these conditions will result in the automatic rejection of a claim.

9. Warranty. The Seller warrants that the Products will conform to their corresponding technical specifications, as provided by the Seller. Notwithstanding the foregoing, no warranty will apply to any Products (i) that have been modified, processed, remixed, repacked or sold to a third party, (ii) whose defect is a result of improper usage or handling, or (iii) that have been stored inappropriately or contrary to the Seller's instructions.

THIS CONSTITUTES THE SOLE WARRANTY PROVIDED BY THE SELLER, WITH ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BEING EXCLUDED AND DISCLAIMED. THE SELLER MAKES NO WARRANTIES, IN PARTICULAR, AS TO THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

On confirmation of a defect in the Products, the Seller's sole liability under this warranty will be to (at its discretion) either replace the defective Products, or reimburse the Buyer for the price of such Products. As such, the Buyer hereby waives all rights to any other claims arising from defects in the Products. The Buyer may not return any Products without the prior written consent of Seller.

10. Liability. To the extent permissible by applicable law, the Seller's liability will in no event exceed the sale price to the Buyer of the disputed Products, as indicated on the corresponding order confirmation. The Seller will not be liable for any indirect, incidental, special, punitive or consequential damages whatsoever (including any loss of profits, sales, contracts or goodwill), arising from a claim by the Buyer or a third party and relating to the Products.

11. Intellectual Property. The Seller will remain the exclusive owner of all intellectual property rights relating to the Products ("IP Rights"). The sale of the Products will not confer on the Buyer any right, licence or interest in the IP Rights. As such, the Buyer shall not take any action, directly or indirectly, with a view to making any proprietary claim (in particular any patent application) resulting from the use of, based on or benefiting from any IP Rights or Confidential Information.

12. Confidentiality. The Buyer shall ensure the confidentiality of all information disclosed by the Seller (or its affiliates, agents or distributors) and relating to the Products, whatever the method or form of such disclosure ("Confidential Information"), and shall not disclose, directly or indirectly, any Confidential Information to any third party. The obligations of this clause will remain in effect for an indefinite period, though will not apply to information generally available to the public, unless through an act or omission of the Buyer.

13. Force Majeure. The Seller will not be held liable for any failure or delay in performing any obligation where such failure or delay results, in whole or in part, from any event beyond the control of the Seller, including but not limited to acts of God (earthquake, tsunami, eruption or other extreme weather or natural event), flooding, fire, explosion, epidemic, war or threat of war, terrorism, strike or other labour dispute, riot, civil unrest, embargo, delay caused by a sub-contractor or supplier, lack of transportation facilities, shortage of energy resources or raw materials, judicial or governmental action or decision.

14. Assignment. The Buyer may not assign or otherwise transfer any rights or obligations accrued under the Terms without the prior written consent of the Seller.

15. Applicable Law & Jurisdiction. All disputes arising from the sale of Products or the interpretation or execution of the Terms, will be governed by and construed in accordance with the laws of Singapore, and submitted to the exclusive jurisdiction of the courts of Singapore.

16. Third Party Rights. These Terms shall not confer any benefit or right of action on any third party and the provisions of the Contract Act (Rights of Thirds Parties), Cap. 53B and any subsequent or supplementary or modifying legislation are hereby excluded to the fullest extent possible by law.