

GENERAL TERMS OF PURCHASE

This Purchase Order with these General Terms of Purchase is an offer to purchase by **McNeil AB, Helsingborg, Sweden** (Org. reg. no.: 556702-6181, hereafter referred to as "Buyer"). Any acceptance of this Purchase Order is limited to the express terms of the offer contained in this Purchase Order and these General Terms, except where altered by written agreement between the parties concerned. In case a separate written agreement is entered into between the parties ("Agreement"), such Agreement shall control and nothing in these General Terms shall be construed to modify, amend or supplement the terms of such Agreement.

1. Payment, Payment terms and Invoicing

In consideration for the purchase of the products/delivery of the services Buyer will pay to Supplier the fees as set out in the Purchase Order. Supplier shall issue an invoice upon delivery of the products/when the services have been rendered. All fees will be invoiced and are payable in the currency stipulated in the purchase order, unless otherwise agreed between the parties. Each invoice will state at least (i) the relevant purchase order number, (ii) the detail of the purchase being made, (iii) the address of buyer, (iv) the VAT registration number of Buyer and, if existing, the VAT number of Supplier. Supplier shall implement and fully utilize electronic invoice delivery, at no additional cost for Buyer, either directly via eInvoicing provider OB10 (www.OB10.com), via an eInvoicing provider with proven direct "interoperability" capabilities with OB10 or by using Buyer's supplier portal (www.injigs.com) solution. In the event that eInvoicing is not allowed by mandatory local law, Supplier shall send the invoice to the "Mail Invoice To" address as stipulated in the purchase order. Buyer shall pay the invoices by wire transfer to the account of Supplier within forty-five (45) days (or according to the Payment Terms stated on the Purchase order) as of the invoice date. Invoices that do not comply with the requirements set out under articles 2 and 3 will not trigger any payment obligation by Buyer and thus Supplier shall not be entitled to any late payment fee.

2. Terms of trade

The terms of trade, which are used in this order, shall be interpreted according to the latest issue of INCOTERMS (published by the International Chamber of Commerce).

3. Proprietary Information / Confidentiality / Advertising

Supplier shall consider all information furnished by Buyer regarding the Purchase Order to be proprietary and shall treat the information with the same care supplier affords its own proprietary information. Supplier shall not, without the written permission of Buyer, disclose any such information to any other party or use such information itself for purpose other than performing under this Purchase Order. This clause also applies to drawings, specifications or other documents prepared by Supplier for Buyer in connection with this Purchase Order. Supplier shall not advertise or publish that Buyer has contracted to purchase good and/or services from Supplier. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Supplier to Buyer shall be deemed secret or confidential. Supplier is responsible, on completion of this agreement or at an earlier date if Buyer so wishes, to return any and all documentation to Buyer.

4. Delivery

Goods and/or services ordered shall be delivered and furnished at the times specified by Buyer. Failure to deliver goods or to perform services of the quality and within the time or times specified shall, at the option of Buyer, relieve it of any obligations to accept and pay for such goods and/or services, as well as any undelivered installments. Upon failure to deliver or perform as specified, Buyer may buy elsewhere and charge Supplier with any loss incurred thereon. In addition to the above, if delivery of goods and/or performance of services is not completed upon the agreed dates, Buyer reserves the right, without liability, to terminate this Purchase Order by written notice to Supplier as to goods not yet shipped and/or services not yet performed. All claims for money due or to become due from Buyer to Supplier shall be subject to deduction or set-off by reason of any counter-claim arising of this transaction or any other transaction with Supplier.

5. Material supplied

Material and packaging supplied by Buyer remains the property of Buyer and shall be stored by Supplier separately from other material. A quantity specification for such material shall be supplied to Buyer on request. Supplier is liable to pay compensation for loss of or damage to the material caused by its negligence.

6. Purchaser's property

If, in the performance of this Purchase Order, Buyer ships any of its property to Supplier's plan, including but not limited to tools and models, or otherwise places such property in Supplier's possession or control, whether for repair, inspection or other purpose, Supplier shall assume all responsibility for loss and damage to such property while in Supplier's custody or control and Supplier shall carry, adequate insurance for such purposes. Buyer's property may not be scrapped without Buyer's written permission.

7. Warranty

Supplier expressly warrants that all goods and/or services furnished under this Purchase Order shall comply with all laws and regulations and conform to all specifications and appropriate standards, will be free from defects in materials and workmanship and will not be adulterated in any way. Supplier warrants that all such goods and services will conform to any statements made on the container, labels, or advertisements for such goods and/or services and that any goods will be adequate contained, packaged, marked and labeled. Supplier warrants that it has obtained and paid for all permits required by all local authorities for the performance of the services or the delivery of the goods specified herein, if any. Supplier warrants that all goods and/or services furnished hereunder will be merchantable, safe and appropriate for the purpose for which goods and/or services of like kind are normally used and will be free of any and all patent and latent defects. If Supplier knows or has reason to know the particular purpose for which Buyer intends to use the goods and/or services, Supplier warrants that such goods and/or services will be fit for such particular purpose. Supplier warrants that it has good title to all goods furnished under this Purchase Order free of any encumbrance and free of any claim of any third party. Supplier warrants that those goods and/or services furnished will conform in all respects to any samples supplied. Inspection, testing, acceptance or use of the goods and/or services furnished hereunder shall not affect Supplier's obligation under this warranty and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees, provided Buyer elects to provide Supplier with the opportunity to do so, to promptly replace or correct defects of any goods and/or services not conforming to the foregoing warranty, without expense to Buyer, when notified of such non-conformity by Buyer. Buyer retains the right to pursue all legal and/or equitable remedies for any breach of the above warranties. Supplier recognizes that Buyer's production requirements may require immediate replacement, repairs or rework of defective goods, without notice to supplier. In such event Supplier shall reimburse Buyer for the costs of such repairs or rework. This warranty is in addition to warranties offered by Supplier.

8. Safety, Health and Environment ("SHE")

Supplier is obliged to comply fully with all applicable SHE laws and regulations. Additionally, Supplier is obliged to share its existing SHE programs and be prepared to work with Buyer to improve on such programs.

9. REACH – legislation

Supplier shall ensure that any Product complies with the relevant provisions of the REACH legislation. Supplier shall take all necessary steps required under regulation (EC) 1907/2006 and any implementing laws thereof, to register any and all Raw Materials used in the Products so as to ensure that the Products can be properly marketed in the EEA, including for the use Buyer wishes to make of them. In addition, Supplier has to provide Buyer with information on „Substance of Very High Concern“ („SVHC“, as defined in the REACH regulation) used in the Product to ensure its safe use. Seller shall provide Buyer with written registration. If Supplier fails to register within the required applicable deadlines, such will be deemed material breach of the Agreement. Furthermore, Supplier has the obligation to inform Buyer without any delay of any failure to register within the required applicable deadlines, and Buyer will have the right to terminate the Agreement in accordance with Article 6.02, without prejudice to any other right or remedy that Buyer may have. In the event Buyer or any of its Affiliates is the physical importer of a Raw Material or Product

manufactured outside the EU, Supplier shall ensure that it or its non-EU Raw Material supplier (as the case may be) will nominate an Only Representative within the EU, as per the REACH legislation. In the event any such Only Representative is nominated, Supplier shall ensure that Buyer or any of Buyers Affiliates can benefit of the services of such Only Representative at no additional cost.

10. EU Cosmetics legislation

To the extent applicable, Supplier warrants that no single Raw Material or Product provided to Buyer was tested on animals in order to meet the requirement of the EU Cosmetics legislation in violation of the testing ban in the EU Cosmetics legislation (and the implementing national legislation) or such that it would lead to a marketing ban in line with the EU Cosmetics legislation (and the implementing national legislation).

11. Employment of Young Persons

No person under the age of 16 shall be employed by Supplier. No person between the ages of 16 and 18 shall be employed unless such employment is in compliance with all applicable laws and regulations concerning age, hours, compensation, health and safety, as well as with the health, safety and morals Last update: December 2009 provisions of the International Labor Organization Convention 138 Concerning Minimum Age („ILO Convention 138“). No young person shall be required to work more than 48 hours of regularly scheduled time and 12 hours of overtime per week, nor more than six days per week. Supplier shall ensure that each of its suppliers from whom it sources any Raw Materials for the production of the Products or any of its subcontractors comply with the provisions of this Article 3.09.

12. Ethical Business Conduct

Supplier commits to ethical business conduct in accordance with applicable laws and regulations, including but not limited to the regulations of the Foreign Corrupt Practices Act to the extent Supplier would have contact with any health care professionals or government officials on behalf of Buyer or any of Buyer's Affiliates.

13. Inspection

Buyer and relevant public authority shall have the right to inspect Supplier's manufacture of the goods supplier hereunder. Buyer's right to inspect shall include (but not be limited) to the right of Buyer's representatives to enter such sites a premises, the right to inspect any machines used in the manufacture and testing of the goods and the right to take reasonable amounts of samples for analyses by Buyer, regardless of whether such premises are those of supplier, its subcontractor or affiliate.

14. Rejection

Payment for goods delivered and/or services performed shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and/or services and to reject any or all said goods and/or services which are in Buyer's judgment defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for, may be returned to Supplier at Supplier's expense. In addition to Buyer's other rights, Buyer may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods which defects or non-conformity is not apparent (latent) on examination, Buyer reserves the right to require replacement of such goods if such defects or non-conformity becomes apparent at a later time.

15. Storage, packaging, material, packing and transport

Supplier shall follow Buyer's instructions and regulations concerning storage, packaging material, packing and transport. Supplier is responsible for faults, which arise through a failure, to follow rules and instructions or through unilateral changes by Supplier of a prior agreement. In case goods are shipped on wooden pallets or in wooden packaging to McNeil, Supplier shall ensure that such wooden pallets or packaging must be constructed from lumber sourced from countries that prohibit the treatment of wood with any form of halophenol based chemicals (including but not limited to 2, 4, 6 trichlorophenol, 2, 4, 6 tribromophenol, any of the tetrachlorophenols, any of the tetrabromophenols and pentachlorophenol). Wood pallets used must have been heat treated only, in accordance with the Heat Treatment standards set forth in International Standards for Phytosanitary Measures Publication No. 15, 2009 Revision (ISPM 15). Additionally, the sourced lumber or finished pallets shall not be shipped or stored with pallets or materials that may contain the chemicals mentioned above. While ISPM 15 currently provides for the use of Methyl Bromide (MB), the use of pallets fumigated with Methyl Bromide is also prohibited. All wood pallets must be labeled with the HT stamp in accordance with ISPM 15 Annex II. Failure to meet this requirement may lead to rejection of shipment at supplier's expense.

16. Indemnification

Supplier shall defend, indemnify and hold harmless Buyer, its agents, employees, officers and customers against any and all damages, claims or liabilities (including attorney's fees) arising out of or resulting in any way from any defect in the goods and/or services purchased hereunder.

17. Patents/Copyright

Supplier agrees, upon notification, to promptly assume full responsibility for defense of any suits or proceedings which may be brought against Buyer or its agents, employees, officers or customers for alleged infringements of any patents, trademarks, design or any other intellectual property rights, resulting from the use of any goods furnished under this Purchaser Order. Supplier further agrees to indemnify Buyer, its agents, employees, officers and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorney's fees resulting from such suit(s) or proceeding(s), including any settlement costs.

18. Termination

Buyer may terminate this Purchase Order or any part hereof for cause in the event Supplier fails to comply with the material terms and conditions of this Purchaser Order.

19. Waiver

Buyer's failure to enforce at any time, or for any period of time, any of the provisions of this Purchase Order shall not be deemed or construed to be a waiver of such provisions, or of the right of Buyer to enforce each and every such provision.

20. Limitation of liability

Under no circumstance shall Buyer be liable to Supplier for punitive damages or for any special, indirect or consequential damages.

21. Applicable law

This Purchaser Order and the legal relationship of the parties hereto shall be governed both as to its construction and performance in accordance with the laws of Sweden and any dispute or disagreement arising between the parties under this Purchase Order that the parties could not solve amicably, shall be settled by the public courts of Sweden.

For and on behalf of _____

Signed: _____ Dated: _____

Printed: _____ Title: _____