Press Kit

- *An eco-friendly approach based on respect for humankind*
- *Full customer satisfaction*
- *Guaranteed, certified quality*

GROUPE Alban Muller

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Presentation

Drawing on over 30 years' experience, Alban Muller has forged a reputation for expert knowledge in research, design and manufacture of raw materials and finished products. Alban Muller products cater to the Beauty and Healthcare industries, in France and abroad.

A Philosophy of Excellence in the natural products sector

Keeping our impact on Humankind and the Environment to a minimum, Alban Muller develops its products according to an end-to-end eco-responsible approach. The company takes a proactive stance, being involved in each step of creation of natural products, from seed to finished product. It boasts its own controlled, certified manufacturing chain, located in the heart of Cosmetic Valley, the French Business Excellence Cluster, near Chartres in central France.

An Industry Benchmark

Today, the market is flooded with products claiming to be natural, leaving consumers bewildered. Alban Muller, as President of Cosmetic Valley, has put forward a code of ethics geared around 'green intelligence', and intends to actively contribute to the international influence of products made in France.

Alban Muller took part for instance in drafting the *Cosmetic Valley Eco-Responsible Charter*, signed by professionals in the field who are committed to guaranteeing product and service quality and safety using eco-friendly methods based on respect for humankind.

From Seed to Final Product

Because extract quality hinges on plant quality, Alban Muller's strategy is to rely on the know-how of French farmers. Their farming techniques follow the EMEA's principles of Good Agricultural and Collecting Practices for Starting Materials of Herbal Origin (2006). Plants are controlled after harvesting (identification, content in active ingredients and contaminants) and delivered with a complete analysis certificate.

Alban Muller handles some 300 plants. Medicinal plant cultures have thus been set up in the heart of the Beauce region, a territory known for the quality of its farming products, located close to our factory, where fields of angelica, coneflower, St John's wort, and coriander grow alongside vast wheat fields.

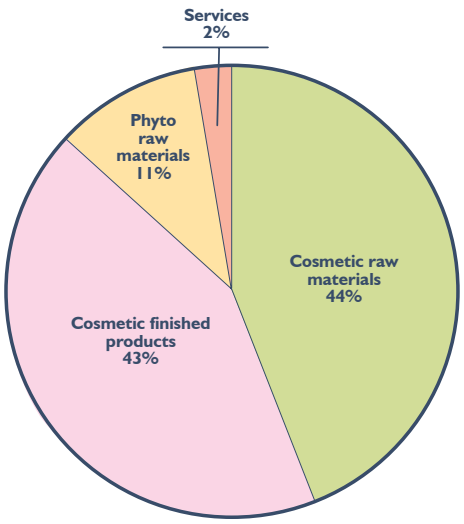
Le Groupe Alban Muller en 5 points

- **Green intelligence for Beauty and Health**
- **Innovative tailor-made services**
- **Excellence in eco-responsibility**
- **From the seed the final product**
- **A certified quality**

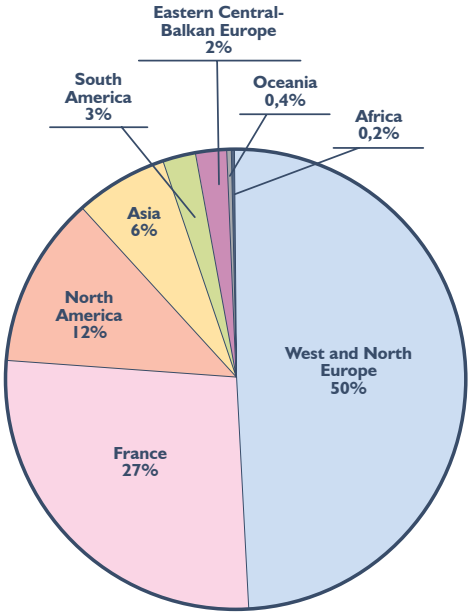
Our Activity

We offer a wide range of natural ingredients for phytocosmetics and phytotherapy, as well as finished cosmetic products. We can also create tailor-made ingredients and finished products according to precise specifications.

Breakdown of turnover by activity



Breakdown of turnover by zone



Our design, development and consulting activity in Beauty and Healthcare make us Le Natural Product Designer® (the article has been left in French on purpose, proudly asserting our French origin in over 50 countries, since 1978)!'

Financial data

- **Turnover 2011: €21.9 M**
- **Turnover 2010: €20.7 M**
- **R&D budget: 10-12% of turnover**

Our Activity

Our Services

AMIPIE*, *our global services offer to serve your innovation*

Because innovation is what gives competitive edge, we propose a global service providing you with our resources and our know-how in the service of your innovation. You can thus outsource your Research and Development projects in complete confidence, and benefit from research grants and tax breaks, since our laboratories are approved.

Particularly flexible, the AMIPIE services offer adapts to your needs, from seeds to final products (ingredients or finished products). You can thus develop your own 'Project of Innovative Exclusivity' (PIE).

**Alban Muller International Project of Innovative Exclusivity*

The different 'slices' of AMIPIE

❶ **Designing and marketing**
(brand development, marketing positioning, target...)

❷ **Plant extracts**
(research, regulatory file, extraction etc.)

❸ **Efficacy tests on the extract**
(activity test)

❹ **Cosmetic formulation**
(formula, samples, tests, industrial scale-up etc.)

❺ **Efficacy tests on the finished product** *(activity test)*

❻ **Manufacturing**
(purchase of raw materials, manufacturing, quality control etc.)

❼ **Packaging**
(choice of content, filling etc.)

For more information, refer to our documentation

Our Activity

Our Products

Phytocosmetics

Natural Ingredients

- High-tech active ingredients, are efficacy-tested: Amiporine® (active ingredient restoring harmonious natural water flux in the skin), Padinami® (anti-ageing active ingredient, formulated with a purified *Padina pavonica* alga extract), or Protectami® (active ingredient acting directly on cell structures which depend on calcium), etc.
- More than 400 references of eco-designed extracts (Phytamis®, Botamicals®, Lipidamis®...): peony, aloe vera, wild pansy, grapefruit, green tea, ginseng, rice bran, flax flower, prickly pear, sea fennel, turmeric bark...
- Formulation ingredients (texturising agents), as Lipolami® (natural alternative to silicones) and Amigel® (natural gelling and thickening obtained by fermentation of *Sclerotium rolfsii* in a rich-in-glucose medium).

For more information, refer to our catalogue.

Formulated Beauty Care

An entire department works on the design, development and manufacture of finished cosmetic products (emulsions, serums, gels, masks, foams), according to our philosophy: the respect of the environment and human health, the safety in preservation of formulas and the innovation. At your disposal:

- Our specialists to develop your tailor-made, customised and exclusive products
- 26 'range' or 'standards' products to quickly compose your line. They are ready to be packaged and distributed. We also propose the packaging of finished products if need be.

For more information, refer to our catalogue.

Phytotherapy

We propose a list of dry extracts especially for the formulation of medicines with plants: a range of standardised plant extracts (i.e. measured in active ingredients), in compliance with Pharmacopoeias (French or European) and accompanied with analytical and legal files. On request, we can take in charge the achievement of the *Drug Master File*.

We can also develop your tailor-made plant extracts (dry, fluid or dyes) for food applications, by taking into account the fast evolutions of the Regulations.

For more information, refer to our catalogue.

Find all our marketing and technical literature on our website: www.albanmuller.com

Appendix I - List of our trademarks - p.25

Our Certifications

Alban Muller Group

Since 2001,
ISO 9001, 2008 version (*System of Quality Management*)

Since 2010,
Three 'peonies' for compliance with Cosmetic Valley's eco-responsible charter

Since 2011,
ISO 22716, 2007 version (*Good Manufacturing Practices* for cosmetic finished products)

In progress,
ISO 26000 (*Corporate Social Responsibility*)

Our manufacturing site of Fontenay-sur-Eure

Since 2004,
ISO 14001, 2004 version (*System of Environmental Management*)

Since 2009,
EU GMP Part II certification (*Good Manufacturing Practices* for pharmaceutical active ingredients)

Since 2010,
IFS/BRC (*International Food Standard / British Retail Consortium*) Food reference counts audited by Bureau Veritas in April 2010: answer to the majority of the points of the reference counts and the implementation of an action plan 2010-2011

Appendix II - Copy of Certificates - p.26

Our Values

As a 100% French Group, not relocated, we have worked for some years according to eco-responsible principles. This global approach is essential for us evolving so close to Nature and is geared around four points:

Qualitative, environment-friendly plant sourcing

We encourage local cultures to limit picking in the wild and avoid threatening Biodiversity, thus fully respecting the Nagoya Protocol: about 50% of plants which we use result from neighbourhood of our factory, and 70% of them are of European origin.

We create our products from plants resulting from cultures or controlled pickings by the side of local farming partners, which precisely implies: less pollution due to transport, improved carbon footprint, improved control and traceability, monitored farming techniques…

Green manufacturing techniques

We bet since around ten years on eco-responsible techniques of manufacturing, in particular flash-pasteurisation and the zeodratation. From the seed to the finished product, each stage of development is monitored, and everything is implemented to limit the impact on Man and Environment. The solvents used to develop our eco-designed plant extracts are exclusively natural and recycled. The obtained plant residues are biodegradable and composted before being returned to the fields.

Sustainable Management of our resources and waste

It includes the reduction our water consumption, the monitoring and managing our waste, and the carbon footprint of our manufacturing site.

In order to manage the wastewater of our manufacturing site, we chose the innovating and ecological solution of the Filtering Gardens: a first in the world of cosmetics. It is a natural purifying system for our effluents by phytoremediation, i.e. using plants to depollute.

A win-win alliance with eco-responsible partners

Cosmetic Valley

We are active members of Cosmetic Valley: the largest world cluster of resources in the perfume and cosmetics industries, officially labelled 'Business Excellence Cluster' by the French State. Alban Muller, its President since 2005, has opened the association up to eco-responsibility, in particular the launch in 2009 of the *Charter for an Eco-Responsible Cosmetic Valley*. Cosmetic Valley plays an essential part in the definition of the new Made in France and its international radiance.

The Herboretum Association

Alban Muller has supported The Herboretum Association since 2004, garden of preserved and shared biodiversity located on a domain of 9 hectares near Orleans, France. This association preserves, highlights and observes the biodiversity (butterflies, birds…) while participating in the follow-up of its evolution and by making sensitive the public in its vital role.

Our Organisation

The Alban Muller Group (121 employees on 31/12/2011) is composed of three specialised entities, forming an E.S.U. (Economic and Social Unity) spread over three sites near Paris, France: Vincennes, Montreuil and Fontenay-sur-Eure.

Alban Muller INTERNATIONAL

Site of Vincennes

Administrative affairs, sales and communication

Site of Montreuil

R&D Centre

PRAT Laboratoires

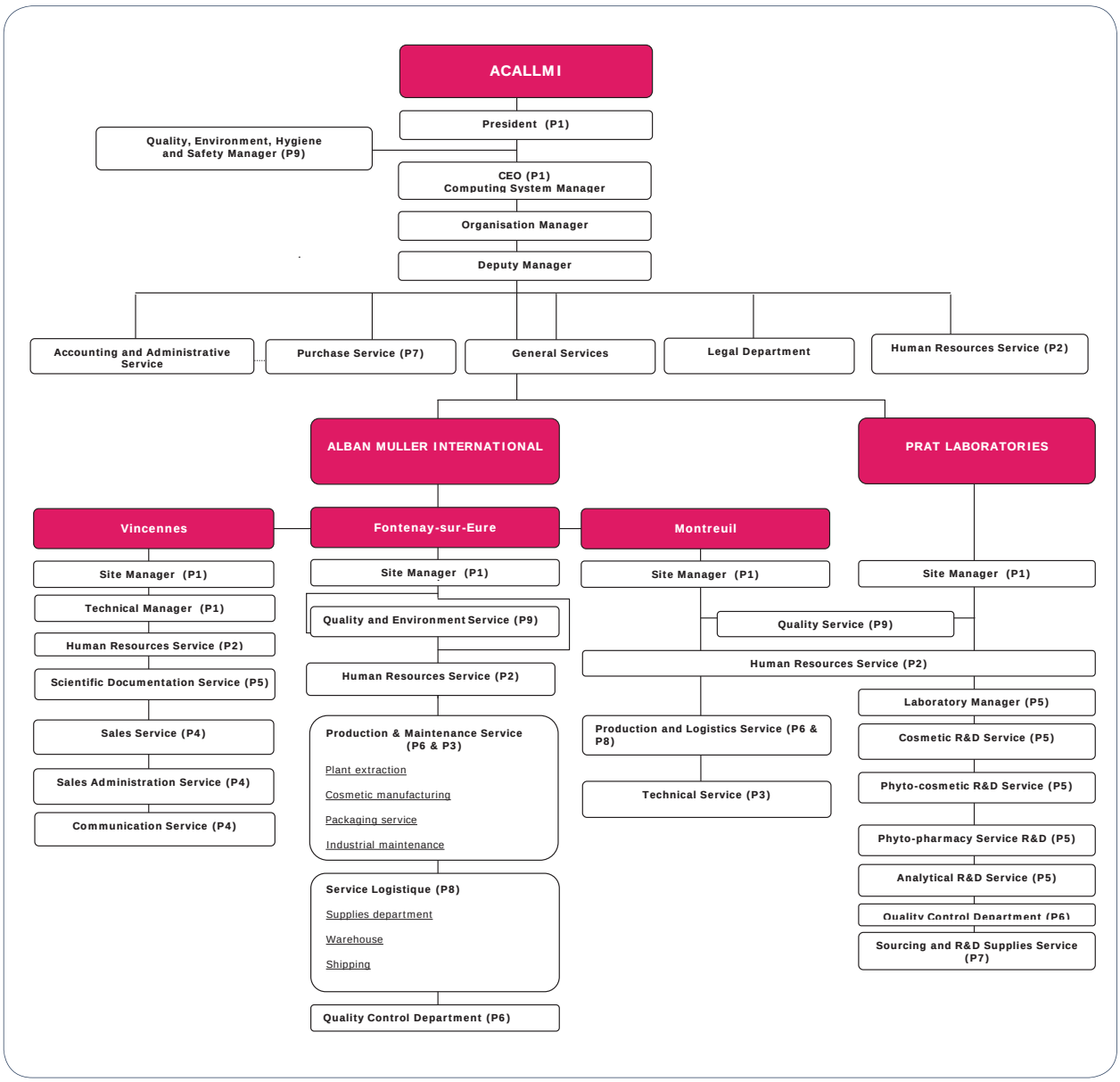
Plantes.Recherches.Analyses.Technologies.

Site of Fontenay-sur-Eure

Headquarters and industrial production

Our Organisation

President: Alban Muller
Chief Executive Officer: Geneviève Beraud-Bridenne
Quality-Environment Manager: Jean-François Delcros
Organisation Manager: Frédéric Careghi
Deputy Manager: Laetitia Muller



Alban Muller's Biography

After a double baccalaureate in Science and in Philosophy, which immediately provided him with a better understanding of the world, Alban Muller started the famous Paris Business School (E.S.C.P.), which he graduated from in 1970. He already turned to the international stage in the context of his studies, by taking part in the Economic Missions of his school in Japan in 1969 and in South East Asia in 1970 in the aim of studying export markets for French products. Following his first experience in promotion and distribution for several chemical products and in particular a range of plant extracts, he decided to launch his own company. He specialised in producing and selling plant extracts for cosmetics, setting himself apart from the ideas of the time, which favoured animal-origin active principles.

In 1978, he thus founded the Alban Muller International company (A.M.I.), which later became the Alban Muller Group, shooting the industry of plant extractions into the high-tech era. Over the years, the company elaborated a resolutely sustainable development-oriented strategy, with two main axes: protecting and developing biodiversity, while continuously improving the technological aspect of plant extraction.

Opening up to the markets of well-being food and phytotherapy, and diversifying its activity by offering formulated products, the group now stands as the expert in natural eco-designed ingredients and the formulation of finished products for professionals worldwide.

Alban Muller is passionate about nature and is conscious about the major stakes relating to its protection. He took part in the creation of The Herboretum Association in 2004, which aims at organising and sharing knowledge on plants, and working concretely in favour of biodiversity. A new step is taken in 2011 with the launching of the Herboretum Network, a worldwide gathering of gardens committed to the preservation of biodiversity.

As President of the competitivity pole of the Cosmetic Valley from 2005 to 2011, he took part in particular in the elaboration of a Charter for an Eco-Responsible Cosmetic Valley. He is named honorary president of the Cosmetic Valley in 2011.

acallmi

SAS (simplified joint stock company) with capital of €230,000 • Créteil Trade and Companies Register • SIRET: B 312 576 093 00057 • Intracommunity VAT: FR 94 312 576 093 • APE: 7010Z

The Holding Company

Acallmi is the holding company, overseeing all Alban Muller companies. Its team is in charge of human resources, legal matters, quality, administrative and financial affairs, IT, the general services and Group organisation.

Acallmi
8 rue Charles Pathé - 94300 Vincennes - France
Tel: +33 (0)1 48 08 81 10
Fax (Human Resources): +33 (0)1 48 08 81 31
Fax (Accountancy): +33 (0)1 48 08 81 39

PRAT Laboratoires
Plantes.Recherches.Analyses.Technologies.

SARL with capital of €10,000 • Bobigny Trade and Companies Register
SIRET: 399 710 011 00038 • Intracommunity VAT: FR 40 399 710 011 • APE: 7219Z

Our R&D Centre

PRAT Laboratories are distributed over 2,400m² and employ more than 25 researchers, engineers and specialists. Their assignments are:

- Research and Development of plant extraction for cosmetic and pharmaceutical industries;
- sourcing
- development of analytical methods;
- phytochemical analysis;
- research in formulation of finished cosmetics.

The Quality Control Department rounds off the services provided.

PRAT Laboratories
212 rue de Rosny - 93100 Montreuil - France
Tel: +33 (0)1 48 70 43 80 - Fax: +33 (0)1 48 70 43 99

Continued >>

Addresses and Legal Data

Alban Muller INTERNATIONAL

SAS (simplified joint stock company) with capital of €560,000 • Chartres Trade and Companies Register • SIRET : 415 066 117 00029 • Intracommunity VAT: FR 51 415 066 117
APE: 2053Z

Alban Muller International comprises our sales entity in Vincennes, our specialised extraction site in Montreuil and our industrial site in Fontenay, which is also the head office, in the heart of Cosmetic Valley. Alban Muller International is also sometimes called A.M.I., which then crops up in several brand names: Amiporine®, Amigel®, Padinami®, Natamilks®, etc.

1. Our Sales Entity

It handles the promotion and the sale of all products and services all over the world. Nearly thirty people dedicated to your projects!

Alban Muller International, *site of Vincennes*
8 rue Charles Pathé - 94300 Vincennes - France
Tel: +33 (0)1 48 08 81 00 - Fax: +33 (0)1 48 08 81 01
Email: info@albanmuller.com

2. Our Specialised Production Site

On this site, we produce cosmetic raw materials (especially plant extracts) and also lead specialised extraction works (pilot batches, small quantities, tests etc.).

Alban Muller International, *site of Montreuil*
212 rue de Rosny - 93100 Montreuil - France
Tel: +33 (0)1 48 58 30 25 - Fax: +33 (0)1 48 58 03 71

3. The Industrial Site and Head Office of Alban Muller International

Created in 1996, this site extends on more than 5500m² and counts around thirty professionals in charge of:

- plant extraction (liquid or dry plant raw materials worked out for the pharmaceutical, food and cosmetic industries);
- manufacturing of semi-finished and finished cosmetic products;
- partial or total packaging of finished products.

Alban Muller International, *site of Fontenay-sur-Eure*
ZA 9 rue Jean Monnet - 28630 Fontenay-sur-Eure - France
Tel: +33 (0)2 37 33 30 70 - Fax: +33 (0)2 37 25 80 04

Our Commitments

A Sales Team that listens to Customers

We are at the service of our customers in France and on the international market, in more than 50 countries, thanks to our sales team in Vincennes and our international distributors network.

France

Bertrand de Verneuil
bertrand.deverneuil@albanmuller.com

Claire Frelin
claire.frelin@albanmuller.com

Martine Biewesch
martine.biewesch@albanmuller.com

Isabelle Holtz
isabelle.holtz@albanmuller.com

Emmanuelle du Charlat
emmanuelle.ducharlat@albanmuller.com

Southern and Western Europe

Carola Schwaiberger
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Northern and Eastern Europe

Tatiana Tchouvachova
tatiana.tchouvachova@albanmuller.com

Americas

Evelyne Bismuth
evelyne.bismuth@albanmuller.com

Asia

Winnie Shi
winnie.shi@albanmuller.com

Our distribution network

Algeria • Australia • Austria • Belarus • Belgium • Brazil • Bulgaria • Canada • Chile • China • Croatia • Czech Republic • Denmark • Egypt • England • Filipinas • Finland • Germany • Greece • Hong Kong • Hungary • India • Indonesia • Iran • Ireland • Israel • Italy • Japan • Jordan • Korea • Lebanon • Malaysia • Mexico • Morocco • Netherlands • New Zealand • Poland • Portugal • Russia • Saudi Arabia • Singapore • Slovenia • South Africa • Spain • Sweden • Switzerland • Syria • Taiwan • Thailand • Turkey • Ukraine • USA • Venezuela

List and personal data of our distributors available on our website (in the 'Contact' page)!

Continued >>

Our Commitments

We market ingredients and finished products for cosmetics and phytotherapy. Our standard products are listed in a catalogue which is at your disposal. Each one of our products is also accompanied with the necessary technical documentation.

All our orders are checked before validation and they respect:

- the order minimum;
- the price agreed according to the quantities;
- the availability on stock for a delivery as soon as possible.

We inform our customers by mail in case of modification of specification, acceptance criteria or manufacturing processes concerning our standard products. On the other hand, we send to our customers an approval request before any modification concerning tailor-made products.

Confidentiality

We undertake to bring all the discretion necessary to your projects, in particular via our contracts of confidentiality.

Requirements of our products

- **Development according to a global eco-responsible approach**
- **Cosmetic GMP and Pharmaceutical GMP**
- **No animal testing**
- **Conformity with the Convention of Washington**
- **Conformity with regulation REACH (for our cosmetic extracts)**
- **Conformity with the current European regulations in the concerned sectors**

Practical Information:

- The company is closed during the last week of December.
- The commercial entity of Alban Muller is Alban Muller International:
  8 rue Charles Pathé - 94300 Vincennes - France - Tel: +33 (0)1 48 08 80 01.

Appendix III - General Terms of Business - p.31

Our Commitments

An Ongoing Quality Approach

We have a customer-oriented approach to quality and aims to the coherence and to the efficiency of our organisation. We clearly engaged ourselves in a quality approach, looking for the continuous improvement of our processes, first providing our customers as soon as possible with certified quality goods.

Our concrete actions

- We guarantee the integrity and the safety of products sent to our subcontractors or made on various sites thanks to analyses and traceability applied throughout the product life cycle.
- We take care of the implementation of the applicable regulations to the site in Quality, in Environment and Safety (any sectors).
- The hygiene aspects, cleanliness of premises and materials are taken into account through procedures to guarantee the safety of the product.

Regular monitoring: audits

Internal audits are conducted regularly according to the critical level of the business. The whole of the activities is audited at least once every three years.

We have a team of trained internal auditors to the standards and to the audits.

We also welcome our customers' auditors regularly to carry out their assignment within the entities of the Group.

Treatment of the requests of improvement

The treatment of the complaints and the nonconformities is defined by clean procedures and under the responsibility of the Service Quality. The complaints and the returns are treated from the analysis of the retention of the batch and a sample turned over by the customer. If the complaint is acceptable, the causes are analysed. The result of this study is communicated to the customer on request.

The control of the non-in conformity products is realised through an isolation of the product, a particular identification, a systematic analysis of the causes, the frequency of appearance and the revision of the ranges, nomenclatures and possibly specifications.

We realise corrective actions in all the stages of the Quality buckle: these actions are the object of a recording and their efficiency is verified. The redeemed products are subjected to a quality control.

HACCP* policy

According to the European Regulation 852/2004 of 29th April 2004 (concerning the hygiene of foodstuffs), a HACCP system is in the course of implementation on the manufacturing site of Fontenay-sur-Eure to master the risks of infringement on manufactured food products.

The critical check-points of the system, identified through each stage of manufacturing, allow control of the risks in the manufacturing of any food product occurring on the site. They cover the physical, chemical and bacteriological risks.

* HACCP: *Hazard Analysis Critical Control Point* (method and principles of management of the public health of food)

Our Commitments

Active Communication in France and on the International Market

To keep our customers informed about our current events and about our innovations, the service Communication is dedicated to the animation of its numerous supports (corporate leaflet and products catalogues, web sites, emailing campaigns, newsletters, presence in trade shows):

- Active management of multimedia sites of the Group, in particular the corporate site and that of its *A.M.I. Plant Encyclopedia*.
- The creation and the diffusion of two e-newsletters to our customers: one dedicated to our Raw Materials business *L'Ami des ingrédients naturels*, the other one to our Cosmetic Finished Products business *Le Cosmetic Herald*.
- The creation and the diffusion of regular emailing campaigns to punctually highlight a current event or a new product.
- To monitor daily press for a good knowledge of the market (selection of articles on all the subjects interesting our activities and diffusion with our sales team).

The service Communication also ensures the communication with its distributors, distributed in more than 50 countries in the world so as to federate them and transform its international sales force into a coherent unit in the service of our customers.

A Powerful IT System

Alban Muller guarantees an optimal functioning of the electronic exchanges with its customers and suppliers, in particular:

- the integrity of the exchanges by the implementation of saving systems of the data and the anti-virus filtering;
- the authenticity of the exchanges by following the good practices of the industry, in particular in management of the passwords;
- the confidentiality of the exchanges by monitoring systems of physical and software accesses (in particular a firewall verified by regular audits of safety).

Computing Resources

- **Integrated Management Software Package:** ERP Sage X3
- **Computerised Editions of the Produced documents:** ERP Sage X3/specific module
- **Electronic Management of Documents:** EMD Axemble Vdoc Open
- **Management Quality:** Axemble Vdoc Process
- **Management of the R&D Projects:** FlowGroup/specific module
- **Customer Relationship Management:** CRM FlowGroup

Our Commitments

Purchases and Supplies: the Quality from the Origin of the Plant

Alban Muller proposes extracts about 300 plants, of which 70% from European cultures (50% are of French origin).

The raw materials which we buy answer the requirements and the tests defined by our R&D service and by our buyer.

These requirements and specifications are reinforced for the supplies realised in zones such as China or Eastern Europe by identifications and researches of contaminant reinforced.

Supervised by our buyer, the Supply service applies a rigorous procedure of selection, evaluation and follow-up of our suppliers and subcontractors (indeed, we can have to subcontract certain operations of production and analysis).

All entering products are systematically identified and recorded upon arrival: A single batch number is attributed to all the raw materials, to any consumable and packaging item.

Our suppliers and subcontractors inform us regularly about modifications of the composition, the process or the conception of their products. We audit them regularly to ensure us of the right follow-up of their quality, and, if they wish it, our customers can make it as well.

A Service of Research & Development at the edge of the technology

From the order of a project, this one is the object of a feasibility study by our service R&D which subjects it a proposition. The customer launches this study from the formalised agreement.

Then, the R&D takes the necessary measures to insure the conformity of the product with the requirements of the customer and guarantee him an optimal quality during all the duration of its life cycle:

- by validating the technical ranges and the nomenclatures with the production;
- by listing the specifications and the analyses to be made on the product;
- by carrying out studies of stability to estimate the durability of the product;
- by realising the manufacturing pilots.

Continued >>

Manufacturing: Guaranteed Quality and Security

Our two sites of production and storage

In Montreuil

- Operational from 09:00 to 17:00 every day of the week
- Main used raw materials: plants and extracting solvents
- Main manufactured products: plant extracts (liquid form)

Production capacity
→ 2 tons/day

In Fontenay-sur-Eure

- Operational 24/24, from 06:00 am on Monday to midnight on Friday
- Main used raw materials: all cosmetic ingredients
- Main manufactured products: finished products

Production capacity
→ For dry extracts: 2 tons/day
→ For liquid extracts: 15 tons/day
→ For cosmetic finished products: 12 tons/day

The manufacturing of liquid and dry extracts to pharmaceutical use are made according to the *Good Manufacturing Practices of raw materials to pharmaceutical use*.

The manufacturing of finished cosmetic products are made according to the *Good Cosmetic Manufacturing Practices*.

Monitoring of manufacturing

Production is managed by our enterprise resource planning (ERP) program. We invest regularly to increase our productivity and improve quality.

Employee training and skills are managed individually, and their skills regularly assessed.

The manufacturings are planned from our customers commands according to:

- the availability of raw materials;
- the material and human availability of ourworkshops.

The size of the lots is determined according to the current orders and the capacities of manufacturing

The life cycle and the flows both of raw materials and finished products are managed by a computing system which authorize or forbid the actions.

Traceability

Operations and consumption are recorded for all manufacturing. These records are kept for four years. Traceability of the ingredients and processes is maintained and archived. A unique batch number is automatically allocated to our products before production (counter: fixed letters AM and incremented number).

Finally, Quality documents exist for all of our products concerning production and analysis.

Precautions and controls

Equipment and processes are approved thanks to in-house experience and in accordance with the Quality Assurance rules.

The Research & Development department helps operators during industrial scale-up stages. Production operators are thus able to carry out self-inspection of the processes in order to comply with specific instructions.

Non-compliance with processes and off-specification results are systematically analysed in order to pinpoint and eliminate the causes.

Specific, secure and separate work areas are used for production and packaging. Access to these zones is controlled and subject to specific hygiene rules.

Our Commitments

Precautions for use are fully complied with during handling of our materials.

Production is carried out using purified water in accordance with the European Pharmacopoeia.

The containers used for packaging and production consumables are new and are systematically controlled on receipt (for cleanness and integrity etc.).

Processing water is recycled and waste sorted: over 90% is recycled.

Maintenance and metrology

A two-level maintenance plan exists for all facilities:

- emergency maintenance with a permanent stock of parts to deal with breakdowns and ensure ongoing operations;
- a preventive maintenance programme with a warning system to plan interventions.

Maintenance operations are carried out in-house or externally, 24 hours a day. All interventions are governed by prevention plans in order to eliminate any risk of interference with production in progress.

All maintenance operations are recorded for total traceability.

Metrological monitoring is carried out using the same planning tool as maintenance. Metrology is carried out in-house or externally, and always in accordance with national standards.

SAFETY information

➤ **Production equipment is monitored using log books and maintained according to manufacturer recommendations.**

➤ **All our electrical fittings are checked periodically by external companies.**

➤ **All external companies present on the sites are subject to a prevention plan.**

Statutory fire protection measures are in force at the sites. Training courses are provided regularly by specialized independent organisations.

Quality Control: the guarantee of fully-compliant products

Our Quality Control laboratories are separate from the Production, Supplies and Logistics departments, and are responsible for checking that the raw materials, semi-finished products, finished products and packaging items comply with specifications. They are responsible for deciding whether to release the batches of raw materials and manufactured products.

They are equipped to conduct organoleptic and physico-chemical analyses to detect certain contaminants (heavy metals, phtalates, etc.) as well as to count the total flora. Detection of pathogenic microorganisms, pesticides, allergens etc. is subcontracted to selected laboratories.

Control by sampling

Samples are taken from the materials received and the finished products in order to conduct analyses to check compliance with specifications. Analysis requests are generated automatically by the information system, which produces the work sheets for the quality control technicians. The work sheets specify the batch to be analysed (item code, description, batch number, etc.) and the tests to be conducted, the standards that the batches must meet and the references of the methods of analysis to be used. Descriptions of these methods are stored in the document management system and are available on request.

We keep a sample of the raw materials of the last four batches received, and samples of each batch of manufactured products are kept in the sample collection for four years. The quality control documents are also archived for four years.

Dedicated equipment

Our control devices are identified and have supporting instructions for use. Metrological monitoring of each device is carried out using a log book to record all interventions. The frequency of the checks, qualifications and calibrations are specified for each device. These operations can be carried out by authorised laboratory technicians or entrusted to approved service providers. These operations are recorded.

Computerised monitoring

The operations and results of each inspection are recorded in the information system. The batches are released by the Quality Control Manager in accordance with the rules defined by the Product Manager. For products requiring a marketing authorisation, the Quality Department itself is responsible for releasing the batches.

Optimum flow of materials is guaranteed by the information system, the installation of quarantine zones, and specific labelling of the batches according to status ('Awaiting inspection', 'Approved' or 'Rejected').

Optimised organisation of logistics

Average lead time for product availability

- In stock and compliant: minimum 48 hours after order input;
- In stock and awaiting results of analyses: 8 days after order input (subject to compliance after control);
- To be manufactured:
  - ✓ Fluid extracts: 3 to 5 weeks;
  - ✓ Dry extracts or finished bulk cosmetic products: 6 to 10 weeks;
  - ✓ Finished packaged cosmetic products: 8 to 10 weeks.

These are average lead times, which may vary according to product complexity and conformity control.

Infrastructures

There are dedicated receipt and shipping zones. Dedicated separate storage zones are used for raw materials, finished products, work-in-progress, products in quarantine and rejected products. The production site in Fontenay-sur-Eure has a cold room and the production site in Montreuil has refrigerated cabinets from -8°C to 2°C.

Precautions and methods

Specific types of storage and handling methods are used to prevent contamination. Inventory is managed on a FIFO basis. On shipment, the remaining period before the best before date is at least two thirds of the product life. Product labels include the following information:

- Name of the commercial entity: Alban Muller International;
- Name of the product and order reference;
- Net amount per packaging unit;
- Batch number;
- Best before date;
- Special storage conditions for the product.

Labelled products are delivered with an analysis certificate. This certificate is also available on request. The batch numbers are indicated on the labels of delivered products and the packing lists. One batch is delivered per order line.

The total gross and net volumes are measured and noted on the shipping documents (gross volumes are not binding).

Shipping conditions

Maximum net volume for parcels is 20kg for boxes, 200kg for drums and 1,100kg for containers.

Pallet size is 80x120cm for a maximum weight of 600kg for drums, 320kg for cardboard boxes and a maximum height of 1.40m.

We do not use glass, metal objects or raffia bags for packing. Ties used are made of plastic (rilsan). All our containers are protected and secured before shipment (pilfer-proof rings, sealed with lead, etc.).

Our Commitments

Control of environmental impact and monitoring of results

We use an environmental management system that enables us to continuously identify the harmful effects of our activities on the environment and to make plans to limit or permanently eliminate them. We undertake to define and implement sufficient means to prevent any accidents likely to pollute the environment.

Our industrial site in Fontenay-sur-Eure is subject to the legislation regarding environmental protection (*Classified Facilities for Environmental Protection*: ICPE in France, IPPC in the rest of Europe) and is also required to make a declaration.

Concrete action and results

- From 2005 to 2009 (for the same amount of manufactured goods):
  - ✓ 50% reduction in water consumption;
  - ✓ Over 20% reduction in gas consumption;
  - ✓ Stabilisation of electricity consumption;
  - ✓ Over 30 % reduction in waste production.
- Monitoring of our carbon footprint to study the environmental impact of our products and optimise our energy consumption, waste produced, transport of goods and people, etc.
- Implementing of eco-friendly, clean and energy-saving manufacturing processes such as zeodration;
- Optimisation of waste management, giving priority to reuse or recycling through suitable industries, in particular:
  - ✓ our waste is collected by specialised companies;
  - ✓ specific logging, shipping and labelling are used for hazardous substances;
  - ✓ We check effluents discharged by our facilities (BOD, COD, etc.);
  - ✓ We process our waste by means of an eco-friendly water-treatment plant at our production site in Fontenay-sur-Eure, called 'Filtering Gardens' (natural system of purification of effluents by phytoremediation, i.e. depollution by plants);
  - ✓ Over 70% of our waste is recycled (mainly plant residues), with a target of 90% by the end of 2011 thanks to general implementation of the Filtering Gardens.

Efforts recognised by official certification

In 2004 our environmental approach at our production site in Fontenay-sur-Eure was awarded ISO 14001: 2004 certification by SGS.

All of this information is included in our Environment Manual, available on request.

Ethics and Social Responsibility

To evolve in any transparency in a world in perpetual environmental and societal transformations, our company follows ethical and responsible guiding principles. Its choices and commitments are listed in the SEDEX (Supplier Ethical Data Exchange, exchange of data with ethical character on the suppliers).

Sedex is a membership organisation for businesses committed to continuous improvement of the ethical performance of their supply chains.

All our customers can access the ethical information we have indicated in this database online.

Our Commitments

Human resources: development of skills

The hiring and working conditions within the Alban Muller Group fully comply with:

- the French Labour Code;
- the collective agreement for chemical industries (3308);
- French social security regulations;
- French social case law;
- European regulations and directives;
- International Labour Organisation Conventions.

All our employees have a job description.

TRAINING information

- **All new employees follow a training course: this covers firstly the safety conditions, quality and environment systems and working conditions of the company, and secondly, training regarding the workstation.**
- **A professional training plan is drawn up once a year and submitted to the representative institutions of the staff. Over 1.6% of the payroll is allocated to employee training.**

SAFETY information

- **Pursuant to article R. 4121-1 *et seq.* of the French Labour Code, the Group has introduced a single document for professional risk assessment and applies its requirements.**
- **We have accidentology indicators.**
- **All appropriate safety equipment is made available to the production staff and to those who have access to the facilities.**
- **All our fork-lift truck operators have the required licence and are authorised by a site manager. In addition, their skills are regularly checked. Employee health is monitored in accordance with occupational medicine regulations.**

Drawn up in Vincennes on January 1st, 2012
to serve and avail when and where required.

- Actibronze
- Ami-caps
- Amicolor
- Ami-feel
- Amigel
- Amiporine
- Botamicals
- Botamix
- Cytokalmine
- Instabronze
- Lipidami
- Lipidamix
- Lipolami
- Natamilk
- Padinami
- Phytami
- Preparami
- Protectami
- Seborami
- Scrubami
- Silicami
- Tinctami
- Whitami

SGS

Certificate FR06/0671QU

The management system of

GROUPE ALBAN MULLER

ACALLMI, A.M. International, PRAT

ZA - 9 rue Jean Monnet,
28630 FONTENAY SUR EURE
France

SYSTEM CERTIFICATION
ISO 9001:2008
SGS

has been assessed and registered as meeting the requirements of

ISO 9001 : 2008

For the following activities

Design, manufacturing and sale of any vegetable-derived raw material or finished product for the beauty, health and alimentary well-being industries.

This certificate is valid from 31 August 2009 until 30 August 2012
and remains valid subject to satisfactory surveillance audits.
Issue 5. Certified since July 2001

Authorised by

The President of
Direction/Certification Committee
Lucien LEFEBVRE

The Manager
To Certification
Moncef BOURKAIB

cofrac
CERTIFICATION D'ENTREPRISES & DE PERSONNELS
ACCRÉDITATION N° 4-0008
PORTÉE DISPONIBLE SUR www.cofrac.fr

SGS

SGS ICS France
29 avenue Aristide Briand
F – 94111 Arcueil Cedex
Telephone +33 (0)1 41 24 87 75
Fax +33 (0)1 73 01 71 29

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SGS

Certificate FR07/0113EN

The management system of

ALBAN MULLER INTERNATIONAL

Zone d' activité Jean Monet,
28630 FONTENAY SUR EURE, France

SYSTEM CERTIFICATION
ISO 14001:2004
SGS

has been assessed and registered as meeting the requirements of

ISO 14001: 2004

For the following activities

Production of cosmetics, and production of dry and liquid plants extracts.

This certificate is valid from 23 April 2010 certificat until 22 April 2013
and remains valid subject to satisfactory surveillance audits.
Issue 3. Certified since April 2004

Authorised by

The President of
Direction/Certification Committee
Lucien LEFEBVRE

The Manager
To Certification
Moncef BOURKAIB

cofrac
CERTIFICATION D'ENTREPRISES & DE PERSONNELS
ACCRÉDITATION N° 4-0008
PORTÉE DISPONIBLE SUR www.cofrac.fr

SGS

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Fax +33 (0)1 71 01 71 29

Page 1 de 1

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Certificat FR11/00342

The management system of

Groupe Alban Muller

ACALLMI, A.M. International, PRAT
Z.A.-9 rue Jean-Monnet
28630 FONTENAY SUR EURE
FRANCE

has been assessed and registered as meeting the requirements of

ISO 22716:2007

For the following activities

Design, manufacturing and sale of any vegetable-derived raw material or finished product for the beauty industries.

This certifcate is valid from 31 Mai 2011 until 30 Mai 2014
Issue 1. Certified with SGS since 31/05/2011

Authorised by

SGS ICS
29, avenue Aristide Briand 94111 Arcueil Cedex France
t +33 (0)1 41 24 87 75 f +33 (0)1 73 01 71 29 www.sgs.com

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This document is issued by the Company subject to its General Conditions of Certification Services accessible at www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitations of liability, indemnification and jurisdictional issues established therein. The authenticity of this document may be verified at http://www.sgs.com/clients/certified_clients.htm. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

AB certification

COSMETIC VALLEY
FRANCE

The file of the following company:

ALBAN MULLER INTERNATIONAL

Zone d'Activité
9 rue Jean Monnet
28630 Fontenay sur Eure

Has been assessed and is compliant to the level of Peony hereafter mentioned:

Number of Peonies :

Scope: Creation of natural products, cosmetics
Manufacture of raw materials and plant extracts

Certificate Reference: **CV 1538**

Issue Date: **the 9th. December 2010**

Expiry Date: the 9th. December 2011

Mr Georges ABI RACHED
AB Certification Representative

Mr Jean-Luc ANSEL
Cosmetic VALLEY Representative

Exemplaire original du certificat estampillé du sceau sec de l'Afssaps

Original copy of the certificate showing embossing seal of Afssaps

RÉPUBLIQUE FRANÇAISE

afssaps

Agence française de sécurité sanitaire des produits de santé

Certificat / *Certificate* n° : HMP/FR/198/2009

Certificat de conformité d'un fabricant aux BPF
Certificate of GMP compliance of a manufacturer

Délivré à la suite d'une inspection conformément à l'Art. 111(5) de la Directive 2001/83/CE.

Issued following an inspection in accordance with Art. 111(5) of Directive 2001/83/EC.

L'Agence française de sécurité sanitaire des produits de santé (Afssaps), autorité compétente française, confirme les éléments suivants :

The French health products safety agency (Afssaps), the competent authority of France, confirms the following:

Le fabricant **LABORATOIRES ADONIS**

The manufacturer **LABORATOIRES ADONIS**

Situé **9 rue Jean Monnet**
28630 FONTENAY-SUR-EURE
FRANCE

Located at **9 rue Jean Monnet**
28630 FONTENAY-SUR-EURE
FRANCE

Est un site de fabrication de substances actives qui a été inspecté conformément à l'Art. 111(1) de la Directive 2001/83/CE transposé dans le code de la santé publique français.

Is an active substance manufacturer that has been inspected in accordance with Art. 111(1) of Directive 2001/83/EC transposed in the French public health code.

Vu les éléments constatés lors de l'inspection menée dans cet établissement **du 04 août 2009 au 05 août 2009**, le fonctionnement de l'établissement est conforme aux principes des **Bonnes Pratiques de Fabrication (BPF) des substances actives (Partie II des BPF européennes)**. Ces principes satisfont aux recommandations des BPF de l'OMS.

From the knowledge gained during inspection of this manufacturer, the latest of which was conducted **from 4 August 2009 to 5 August 2009**, it is considered that it complies with the principles of **Good Manufacturing Practice (GMP) for active substances (EU GMP Part II)**. These principles fulfil the GMP recommendations of WHO.

Ce certificat reflète le statut de l'établissement de fabrication à la date de l'inspection mentionnée ci-dessus et ne devrait pas être utilisé pour refléter le statut de conformité au-delà de trois ans à compter de la date d'inspection (soit jusqu'au **05 août 2012**), date à laquelle l'autorité compétente devrait être consultée.

This certificate reflects the status of the manufacturing site at the time of the inspection noted above and should not be relied upon to reflect the compliance status if more than three years have elapsed since the date of that inspection (*i.e.* until **5 August 2012**), after which the issuing authority should be consulted.

L'authenticité de ce certificat peut être vérifiée auprès de l'autorité compétente.

The authenticity of this certificate may be verified with the issuing authority.

Fabrication de substances actives / Noms des substances soumises à l'inspection :

Manufacture of active substances / Names of substances subject to inspection:

EXTRAITS SECS STANDARDISES DE PLANTES(*)

STANDARDISED HERBAL(*) EXTRACTS

EXTRAITS HYDRO-ALCOOLIQUES DE PLANTES(*)

HYDROALCOLIC HERBAL(*) EXTRACTS

MELANGES D'EXTRAITS DE PLANTES(*) SOUS FORME SECHE OU HYDRO-ALCOOLIQUE

MIXTURE OF DRIED OR HYDROALCOLIC HERBAL(*) EXTRACTS

Restrictions ou clarifications liées au champ d'application du certificat :

Any restrictions or clarifying remarks related to the scope of this certificate:

(*) les extraits sont issus de plantes figurant sur la liste IV.7.A de la Pharmacopée française Xème édition.

(*) Extracts are issued from herbals specified on the list IV.7.A of the French Pharmacopeia Xth edition.

Nom et signature de la personne responsable de l'autorité compétente française (Afssaps)
Name and signature of the authorised person of the competent authority of France (Afssaps)

Le Chef du Département des Établissements

Aymeric SALMON

Date : 05 OCT. 2009

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143/147, bd Anatole France - F-93285 Saint-Denis cedex - tél. +33 (0) 1 55 87 30 00 - www.afssaps.fr

CONDITIONS GENERALES DE VENTE – GROUPE ALBAN MULLER 102008

1 – Préambule
Les présentes Conditions Générales de Ventes sont présumées acceptées si l'Acheteur n'a émis aucune réserve dans un délai de 8 jours francs, à compter de la date de réception des présentes Conditions Générales de Ventes ; elles remplacent et annulent les Conditions Générales de Vente antérieures.
Toute commande implique l'acceptation sans restriction ni réserve des présentes Conditions Générales de Vente et renonciation par l'Acheteur à ses propres conditions d'achat, même si celles-ci comprennent des clauses équivalentes aux présentes.

2 – Formation du contrat de vente
Les commandes, en ce compris les affaires traitées par les agents commerciaux du Vendeur, sont fermes et définitives à compter de la date d'émission, par le Vendeur, d'un accusé réception de commande. Ce document peut revêtir les formes suivantes : télécopie, courriel, courrier.
Le Vendeur se réserve la faculté de refuser la commande ou de ne faire porter son acceptation que sur une partie de la commande.
L'Acheteur ne pourra annuler, ni partiellement ni totalement, ses commandes, sans l'accord écrit et préalable du Vendeur et sous réserve du paiement d'une pénalité pour annulation, équivalente aux frais engagés par le Vendeur (traitement de la commande, commandes des matières premières, fabrication, etc.).

3 – Livraison - Transfert de risques
a) La livraison s'entend et s'apprécie lors de la mise à disposition des Produits dans les locaux du Vendeur.
b) Le délai de livraison court à partir de la date à laquelle la commande ferme a été acceptée par le Vendeur. Les délais sont communiqués à titre indicatif. Tout dépassement éventuel ne pourra donner lieu à des dommages et intérêts, retenue ou annulation de commande.
c) Sauf accord contraire entre les Parties, les Incoterms CCI 2010 **(1)** EXW, **(2)** FCA ou **(3)** FOB s'appliqueront **aux ventes export.**
d) Sauf accord contraire entre les Parties, les Produits sont vendus en **France : (1)** Départ Usine si le montant de la facture est inférieur à 1.500 euros H.T. **(2)** Franco si le montant de la facture est supérieur ou égal à 1.500 euros H.T.
e) Le Transfert des risques s'opère lors de la mise à disposition des Produits. Quel que soit l'Incoterm retenu, les Produits et leurs emballages sont chargés et voyagent aux risques et périls de l'Acheteur. Il incombe à ce dernier d'assurer les Produits vendus ainsi que les frais et risques du transport de ceux-ci, postérieurement à leur livraison.
f) L'Acheteur s'engage à retirer ses Produits dans les locaux du Vendeur dans les 5 jours ouvrés suivant leur mise à disposition. A défaut, le Vendeur se réserve la possibilité d'appliquer une indemnité de 1,5% du montant facturé, par jour de retard jusqu'au retirement des Produits ou demander l'exécution forcée de la vente ou sa résolution.

4 – Prix - Condition de paiement
a) Sauf accord contraire, les prix sont ceux en vigueur à la date de facturation. Nos prix s'entendent en euros, hors taxes et départ usine.
b) Le minimum de facturation requis est de 500 euros H.T. Toutefois, si le montant de la facture était inférieur à 500 euros H.T., des frais de 50 euros H.T. seront appliqués à la facture. Pour les commandes de produits finis conditionnés, un acompte à la commande de 30% est exigé.
c) Sauf dispositions contraires, le paiement des factures se fait par **(a)** traite, **(b)** chèque, **(c)** virement bancaire, **à réception** pour la première facture des nouveaux Acheteurs ou les factures inférieures à 1.000 euros TTC ; **à 45 jours fin de mois** dans les autres cas.
d) Les paiements devront être effectués à l'adresse du Vendeur, les frais de transfert y afférents étant à la charge de l'Acheteur. La date de facturation est définie comme la date de mise à disposition des Produits dans les locaux du Vendeur, nonobstant l'Incoterm CCI 2010 de référence. La date de paiement est la date à laquelle le compte bancaire du Vendeur indiqué au recto de la facture est crédité.
e) Le Vendeur accorde pour les factures supérieures ou égales à 1.000 euros TTC, un escompte de 2% pour paiement anticipé.
f) En cas de retard de paiement, le Vendeur pourra (1) suspendre l'exécution de ses propres obligations et/ou (2) réclamer de plein droit le paiement d'une pénalité équivalente à trois fois le taux de l'intérêt légal en vigueur, appliqué au montant de l'impayé et ce jusqu'au complet paiement. L'ensemble des frais de recouvrement des sommes dues sera à la charge de l'Acheteur, et une clause pénale de 15 % des sommes dues sera appliquée.

5 – Réserve de propriété
a) Il est expressément convenu que les Produits vendus restent la propriété du Vendeur jusqu'au paiement effectif et complet du prix en principal et accessoires. Ne constitue pas paiement au sens de cette clause la remise d'un titre créant une obligation de payer (traite ou autre). Le défaut de paiement de l'une quelconque des échéances pourra entraîner la revendication des Produits. Ces dispositions ne font pas obstacle au transfert à l'Acheteur, dès la livraison, des risques de perte et de détérioration des Produits vendus ainsi que des dommages qu'ils pourraient occasionner. Si la réserve de propriété n'est pas applicable dans le pays de l'Acheteur, le Vendeur bénéficiera alors d'une autre sûreté concernant les Produits applicable conformément au droit local.
b) Le Vendeur autorise l'Acheteur à transformer et/ou à revendre les Produits, sous condition que l'Acheteur s'acquitte dès la transformation et/ou la revente des sommes correspondantes. Si l'Acheteur ne peut payer ses dettes ou est soumis à une procédure collective de redressement ou de règlement judiciaire, l'Acheteur devra en informer le Vendeur et mettre les Produits à la disposition du Vendeur, à ses propres frais. Dans l'hypothèse où les Produits ne se retrouveraient pas en nature dans le patrimoine de l'Acheteur, le droit de reprise du Vendeur s'exercera sur les produits ou les sommes qui se sont substituées aux Produits.
c) Cette disposition est une disposition essentielle sans laquelle le Vendeur n'aurait pas contracté.

6 – Garanties - Réclamations
a) Le Vendeur garantit que les Produits sont de bonne qualité et conformes à l'usage auquel ils sont destinés. L'Acheteur sera responsable de l'assurance, du transport, du stockage et de la manutention des Produits.
b) Toute réserve et tout refus à la livraison des Produits par l'Acheteur pour avaries, manquants et non-conformité des Produits livrés doivent être formulés par écrit et de manière compréhensible et précise sur le bon de livraison du transporteur. Une réclamation détaillée et justifiée devra aussi être adressée au Vendeur par courrier recommandé avec avis de réception dans un délai de 15 jours ouvrables suivant la date de réception des Produits. L'absence de réclamation dans ce délai vaut réception juridique des Produits, et toute réclamation postérieure sera non-avenue.
c) Dans l'hypothèse où les Produits seraient non conformes ou défectueux, l'Acheteur s'engage à en informer immédiatement le Vendeur et à se conformer aux instructions du Vendeur concernant les mesures à prendre (destruction des Produits, retour des Produits chez le Vendeur, etc.)
Le Vendeur remplacera les Produits non-conformes ou défectueux à ses frais lorsque sa responsabilité aura été prouvée, aux frais de l'Acheteur dans le cas contraire. Aucune autre indemnité ou compensation de quelque nature que ce soit ne sera due par le Vendeur.

7 – Responsabilité et limitation de responsabilité
a) Les Produits doivent être utilisés conformément aux prescriptions techniques dont l'Acheteur reconnaît avoir pris connaissance et relatives notamment aux conditions de transport, d'entreposage ou de péremption. L'Acheteur est tenu d'informer ses clients de ces conditions.
De ce fait, la responsabilité du Vendeur ne pourra en aucun cas être engagée, en cas de défauts et/ou de détériorations provoqués par l'usure naturelle ou par un accident extérieur (utilisation anormale, transport, entreposage…), ou encore par une modification de la marchandise non prévue ou non spécifiée par le Vendeur.
b) En aucun cas le Vendeur ne pourra être responsable des dommages directs, indirects, matériels, immatériels, consécutifs ou non, subis par l'Acheteur du fait de l'exécution des présentes Conditions Générales de Ventes ou du fait de l'arrêt de commercialisation d'un Produits ou de la modification d'un Produit.

8 – Protection des droits de propriété intellectuelle
a) L'Acheteur reconnaît l'ensemble des droits de propriété intellectuelle (que ce soit au titre des marques, des dessins et modèles, des brevets et/ou des droits d'auteur) dont est investi le Vendeur, et s'interdit de les utiliser à quelque fin que ce soit.
b) L'Acheteur s'engage à informer immédiatement le Vendeur de tout fait dont il aura connaissance, qui serait de nature à porter atteinte aux droits du Vendeur. L'Acheteur apportera au Vendeur sa meilleure assistance pour lui permettre de défendre ses droits. Les frais de toute action judiciaire ou de tout règlement amiable seront à la charge du Vendeur qui seul bénéficiera des compensations financières éventuellement obtenues.

9 – Loi applicable - Juridiction
a) Ces conditions de vente sont soumises au droit français.
b) Les tribunaux de Paris, France, sont exclusivement compétents.

GENERAL TERMS OF BUSINESS – ALBAN MULLER GROUP 200810

1 – Preamble
The hereby General Terms of Business shall be deemed accepted as long as Purchaser has not expressed any reservations within a 8 clear day period from the date of receipt of the hereby General Terms of Business; they replace and cancel any previous General Terms of Business. Any order implies unrestricted acceptance of the hereby General Terms of Business and waiver by Purchaser of its own terms of purchase, even if they contain clauses equivalent to those one.

2 – Formation of the sale contract
The orders, including the transactions handled by Seller's commercial agents, are firm as from the date of issued, by Seller, of an acknowledgement of order receipt. This document may take the following forms: fax, email, letter. Seller reserves its option of rejecting the order or to accept only a part thereof.
Purchaser is not entitled to cancel its orders, neither partially nor totally, without the prior written consent of Seller and subject to the payment of a cancellation penalty that shall be equivalent to the costs incurred by Seller (processing the order, ordering the raw materials, manufacturing, etc.).

3 – Delivery - Transfer of Risk
a) The delivery shall be understood and shall be evaluated when Products are made available at the Seller's premises.
b) The delivery time shall run as from the date on which the firm order was accepted by Seller. Delivery times are indicative: no damages, deduction or cancellation can be claimed by Purchaser in the case of late delivery.
c) Unless otherwise agreed to, Incoterms ICC 2010 **(1)** EXW, **(2)** FCA or **(3)** FOB shall apply **to export sales.**
d) Unless otherwise agreed to, Products shall be sold in **France: (1)** Ex Works if the amount of the invoice is less than 1,500 euros excluding tax **(2)** Carriage paid if the amount of the invoice is equal to or greater than 1,500 euros excluding tax.
e) The transfer of risk shall become effective as soon as Product are made available. Whichever Incoterm is used, Products and their packaging are loaded and travel at Purchaser's risks. Purchaser shall insure Products sold as well as borne the costs and risks of the carriage thereof, subsequent to their delivery.
f) Purchaser undertakes to collect its Products from the Seller's premises within 5 working days from the date on which they are made available. Otherwise, Seller reserves the option of applying an indemnity of 1.5% of the amount invoiced per day delay, until Products have been collected, or to enforce or to cancel the sale.

4 – Price – Payment terms
a) Unless otherwise agreed to, prices are those in force on the date of invoice. Our pricing shall be in euros, exclusive of tax and Ex Works.
b) The minimum required invoice shall be 500 euros excluding tax. Should the invoice amount to be less than 500 euros excluding tax, charges of 50 euros excluding tax shall be applied to the invoice. For orders of finished packaged Products, a down payment of 30% is required upon placement of the order.
c) Unless otherwise agreed to, the payment of the invoices shall be made by **(a)** bank draft, **(b)** cheque, **(c)** bank transfer, **upon receipt** in case of the first invoice of new Purchasers or in case of invoices of less than 1,000 euros including tax; **at 45 days end of the month** in the other cases.
d) Payment shall be made to the Seller's address, the transfer costs relating thereto being at the Purchaser's expense. The date of invoicing is defined as the date of availability of Products at the Seller's premises, notwithstanding Incoterm ICC 2010 of reference. The payment date shall be the date on which Seller's bank account, indicated on the reverse side of the invoice, is credited.
e) For invoices greater than or equal to 1,000 euros inclusive of tax, Seller grants a 2% discount for early payment.
f) Where payment is delayed, Seller may (1) suspend the performance of its own obligations and/or (2) lawfully claim the payment of a penalty equivalent to three times the legal rate of interest in force, applied to the unpaid amount and until payment has been made in full. Purchaser assumes the total cost of recovery of the amounts due, and a penalty clause with 15 % rate shall be applied to the amounts overdue.

5 – Ownership rights and Reservation of title
a) It is expressly agreed that Products sold shall remain the property of Seller until full and final settlement of the price in principal and of any charges relating thereto. The remittance of a draft or any other instrument creating an obligation of payment does not constitute payment according to the meaning of this clause. The failure to pay any one of the instalments shall lead to action to take possession of Products. These provisions do not prevent the transfer to Purchaser, as soon as the delivery has been made, of the risk of loss and deterioration of the sold Products, and of the damage that they could cause. If the reservation of title cannot apply in Purchaser's country, Seller shall then benefit from a different security covering Products that is applicable under the local law.
b) Seller authorises Purchaser to transform and/or to resell Products, on condition that Purchaser has paid the corresponding amounts before transformation and/or resale. If Purchaser is unable to pay its debts or is subjected to a collective procedure of reorganisation or winding-up by decision of court, Purchaser shall inform Seller accordingly and shall make Products available to Seller, at its own expense. Should Products not be found in kind among in the assets of Purchaser, Seller's right of recovery shall be exercised on goods or sums of money which shall be substituted for Products.
c) This provision is of the essence of the agreement without which Seller shall not enter into an agreement.

6 – Warranties - Claims
a)) Seller represents and warrants that Products shall be of good and merchantable quality and fit for the purpose for which they are intended to be used. Purchaser shall be liable for the insurance, carriage, storage and handling of Products.
b) Any reservation and any rejection at the time of delivery of Products by Purchaser due to averages, missing items and non-conformity of Products delivered must be formulated in writing and in a comprehensible and specific manner on the delivery slip. A detailed and proven claim shall also be addressed to Seller by registered letter with notice of receipt within a period of 15 working days from the date of receipt of Products. Absence of a claim within this period shall be considered as the legal acceptance of Products, and any claim or action subsequent thereto shall be considered as null and void.
c) In the event that Products are considered to be non-conforming or defective, Purchaser undertakes to immediately notice Seller and to comply with Seller's instructions concerning the measures to be taken (destruction of Products, return of Products to Seller, etc.)
Seller shall replace any non-conforming or defective Products at its own expense, where its liability shall have been proven, and at the expense of Purchaser in the opposite case. No other indemnity or compensation of any nature whatsoever shall be due from Seller.

7 – Liability and limitation of liability
a) Products must be used in accordance with the technical instructions which Purchaser acknowledges having familiarised with and especially concerning the conditions of transport, storage or expiry date. Purchaser shall be required to inform its customers of these conditions.
Consequently, the liability of Seller shall not be incurred in any circumstances in the case of defects and/or deterioration caused by natural wear and tear or by an external accident (improper usage, transport, storage, etc.), or again by a change to the merchandise that was not expected or not specified by Seller.
b) In no case shall Seller be held liable for direct, indirect, material or non-material damage, consequential or otherwise suffered by Purchaser due to the performance of the hereby General Terms of Business or due to the stoppage of marketing of any of Products or to the modification of a Product.

8 – Protection of intellectual property rights
a) Purchaser acknowledges all of the intellectual property rights (whether as trademarks, designs and models, patents and/or copyright) vested in Seller, and agrees to refrain from using them for any purpose whatsoever.
b) Purchaser undertakes to inform Seller immediately of any act of which he may be aware that shall be of such a nature as to infringe Seller's rights. Purchaser shall provide Seller with its best assistance in order to enable the latter to defend its rights. The costs of any legal action or any amicable settlement shall be borne by Seller who shall be the sole beneficiary of any financial compensation obtained in this respect.

9 – Applicable law - Jurisdiction
a) These General Terms of Business shall be governed by French law.
b) The courts in Paris, France, shall have exclusive jurisdiction.

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