

Terms & Conditions of Purchase

(Status March 1st, 2012)

1. General Provisions, Scope of Application

(1) Our Terms and Conditions of Purchase shall apply exclusively. We shall not recognise terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly consented to their application in writing. Our Terms and Conditions of Purchase shall apply also in cases where we unconditionally accept the supplier's delivery despite knowing of terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase.

(2) All agreements made between us and the supplier for the purpose of implementing this contract shall be laid down in writing in this contract.

2. Quotation, Quotation Documents

(1) The supplier shall acknowledge our purchase order within a 2-week period. Otherwise, we shall no longer be bound by the purchase order.

(2) We shall retain rights of title and copyrights in respect of illustrations, drawings, calculations and other documents. These shall not be made accessible to third parties without our express written consent. They shall be used exclusively for manufacturing on the basis of our purchase order.

3. Prices, Payment Terms

(1) The price indicated in the purchase order shall be binding. In the absence of any written agreement to the contrary, the price shall include delivery "carriage paid", as well as packaging. Any return of packaging shall require special agreement.

(2) We shall be able to process invoices only if these contain - as specified in our purchase order - the purchase order number(s) indicated therein, as well as all items ordered. The supplier shall be responsible for all consequences ensuing from any failure to comply with this obligation, unless the supplier proves that it is not at fault.

(3) Unless otherwise agreed upon in writing, we shall pay the purchase price within 14 days, calculated from the time of complete delivery and receipt of a proper invoice, with a 2 % cash discount or net within 30 days of receipt of the invoice.

(4) We shall be entitled to rights of set-off and retention to the extent stipulated by law.

(5) The supplier may assign claims against us with legal effect only with our written consent.

(6) Payments shall not signify any recognition that deliveries or services conform to the contract.

4. Quality, Subcontracts

(1) The supplier shall ensure that the products delivered possess all the features set out in the purchase order. Additionally, the supplier shall comply with the corresponding technical specifications and the respective applicable safety regulations.

(2) The products delivered shall conform to the respective relevant statutory provisions, which the supplier shall confirm by accepting the purchase order.

(3) The supplier may award subcontracts only with our written consent.

5. Delivery Period

(1) The delivery date specified in the purchase order shall be binding.

(2) The supplier shall inform us in writing forthwith, if circumstances indicating that the delivery date stipulated cannot be complied with arise or become apparent to the supplier.

(3) In the event of default in delivery, we shall be entitled to the statutory claims.

6. Passage of Risk, Documents

- (1) Unless otherwise agreed upon in writing, delivery shall take place "carriage paid".
- (2) The supplier shall precisely quote our purchase order number(s) and the entire scope of the delivery on all shipping documents and delivery notes. If the supplier fails to do so, we shall not be at fault for any delays in processing.
- (3) In the case of deliveries involving installation or assembly, and in the case of services, the risk shall pass at the time of acceptance or, in the case of deliveries without installation or assembly, at the time of receipt at the place of receipt specified by us.

7. Examination for Defects, Liability for Defects

- (1) Within a reasonable period, we shall inspect the goods for any deviations in terms of quality and quantity. Any complaint shall be timely, if received at the supplier within a period of 30 working days calculated from the time of receipt of the goods or, in the case of hidden defects, from the time of discovery.
- (2) We shall be fully entitled to the statutory claims relating to defects. In any event, we shall be entitled to demand that the supplier, at our option, either eliminates the defects or delivers a new item. The right to compensatory damages, particularly the right to compensatory damages in lieu of performance, shall remain expressly reserved.
- (3) We shall be entitled to eliminate defects ourselves at the supplier's expense in cases where there is imminent danger or a particular need for urgency.

8. Product Liability, Indemnification, Liability Insurance Cover

- (1) Insofar as the supplier is responsible for any product damage caused within its sphere of control and organisation, and the supplier is itself liable externally, the supplier shall indemnify us against third-party damage claims on first request.
- (2) The supplier shall maintain business and product liability insurance, in each case with a combined limit of € 2 million per case of personal injury/property damage. If we are entitled to further damage claims, these shall remain unaffected. This shall be proven on request.

9. Property Rights

- (1) The supplier shall be accountable that no third-party rights are infringed in connection with its delivery.
- (2) If a third party brings a claim against us as a result of such infringement, the supplier shall indemnify us against such claim on first written request.
- (3) The supplier's duty to indemnify shall relate to all necessary expenses resulting to us from or in connection with any such claim brought by a third party.

10. Retention of Title, Provision of Parts, Tools, Maintenance of Secrecy

- (1) Insofar as we make parts available to the supplier, we shall retain title thereto. Any processing or remodelling by the supplier shall be carried out on our behalf.
- (2) The tools made available by us shall remain our property, and shall be used exclusively for manufacturing the goods ordered by us. The supplier shall insure the tools belonging to us against fire damage, water damage and theft on a replacement value basis at its own expense. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance. We hereby accept this assignment. The supplier shall inform us of any forthcoming servicing, inspections and repairs, and shall order such servicing, inspections and repairs at our expense in agreement with us. The supplier shall immediately notify us of any disruptive incidents. If it culpably fails to do so, damage claims shall remain unaffected.
- (3) The supplier shall treat with strict confidentiality all information arising from the business relationship with us. Moreover, the supplier shall maintain strict secrecy in respect of all illustrations, drawings, calculations and other documents and information received, and shall

return these to us of its own accord at the end of the business relationship. These shall be disclosed to third parties only with our express consent. This obligation to maintain secrecy shall apply also after this contract has been carried out. It shall lapse, if and insofar as the information, or the manufacturing know-how contained in the illustrations, drawings, calculations and other documents made available, have become generally known.

11. Colgate-Palmolive Policies

Supplier shall comply with all policies and procedures of Colgate-Palmolive as they relate to the Goods or Services to be provided under this Purchase Order and as communicated in writing to supplier by Colgate-Palmolive. Without limiting the foregoing, supplier represents and warrants that it has reviewed the contents of and shall comply with Colgate-Palmolive's (1) Supplier Code of Conduct, and (2) FCPA and Anti-Bribery Policy; each as may be amended from time to time and provided in writing to supplier; or as available on the Colgate-Palmolive Company web site at www.Colgate.com.

12. Place of Jurisdiction, Applicable Law, Place of Performance

- (1) If the supplier is a merchant, the place where our registered office is situated shall be the place of jurisdiction. However, we shall be entitled to also bring an action against the supplier at the court that has jurisdiction over its place of residence.
- (2) German law shall apply exclusively. The UN sales law (CISG) is hereby excluded.
- (3) Unless otherwise ensues from the purchase order, the place where our registered office is situated shall be the place of performance. Deliveries shall be made on a DDP basis (Incoterms 2010).

13. Severability Clause

If one or more of the above provisions are ineffective, the other provisions shall remain unaffected hereby.

**General Managers: Dany Schmidt (Managing Director)
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