

Revlon Consumer Products Corporation, on behalf of itself or any of its respective affiliates entering into a Revlon Purchase Order, hereinafter, defined as "REVLON" has a standard set of terms and conditions to which all Suppliers must adhere.

The following is a list of terms and conditions which accompany a Revlon Purchase Order form (hereinafter, the "Order").

All Revlon Orders are subject to these terms and conditions (hereinafter, the "Terms and Conditions").

1. By Acceptance of this order, Supplier accepts and agrees to all the Terms, Conditions and Restrictions appearing on all pages of this document. Acceptance of this purchase order also confirms Supplier's full compliance with Revlon's Third Party Code of Conduct as may be amended from time to time. If you do not have a copy of these policies on file, please contact your Revlon Procurement Representative for one.
2. This Order is not binding upon REVLON unless approved by a duly authorized representative of REVLON and may not be changed, modified, amended, superseded or otherwise altered except as agreed by REVLON in writing.
3. This Order must be accepted by Supplier according to its terms and the stating of additional or different terms by Supplier will be deemed to constitute a rejection. The shipment of goods and/or provision of services in response to this Order shall constitute acceptance of the Terms and Conditions hereof, and shall supersede any contrary terms and conditions contained in Supplier's invoice, acknowledgement, packaging or other documents, unless a duly executed contract, agreement or statement of work is in place between Supplier and REVLON.
4. REVLON shall not be billed at prices higher than these stated on the face hereof unless authorized by REVLON's duly approved change order. Supplier represents that the price(s) charged for the goods and/or services covered by this Order, is the lowest price charged by Supplier to buyers of a class similar to REVLON under conditions similar to those specified herein and that such prices comply with applicable laws and regulations in effect at the time of quotation, sale and delivery. Supplier agrees that any price reduction made to REVLON or to any other buyer of class similar to REVLON on goods and/or services covered by this Order subsequent to the placement of this Order will be applicable to this Order. Except as otherwise provided herein the contract price includes all applicable taxes and Supplier agrees to pay any value added tax, sales tax, excise tax or other tax which may be imposed upon the goods and/or services ordered hereunder or by reason of their sale, use or delivery.
5. By acceptance of this Order, Supplier accepts any and all REVLON payment terms in the country to which you supply goods and/or services unless otherwise specified on the face hereof. Amounts chargeable to Supplier herein may be taken as credits on settlements and REVLON shall have the right at any time to set off any amount owing by Supplier to REVLON against any amount due or owing to Supplier.
6. Shipments made hereunder shall equal the exact quantities of each item ordered, and shall be delivered by the dates specified. Provision for delivery in installments shall not be construed as making the obligations of Supplier severable and REVLON may, at its election, treat a breach of an installment delivery as a breach of the remaining installments. REVLON reserves the right to refuse unauthorized partial shipments or to charge back freight charges on subsequent shipments resulting from partial or incorrect shipments.
7. Supplier shall arrange for shipment in the manner specified on the face hereof. Supplier shall not ship without obtaining shipping instructions from REVLON, which instructions must be given in writing. Unless otherwise agreed in writing by REVLON, goods shall be properly boxed, crated and packaged and shipped by Supplier to the destination specified by REVLON on the face hereof at Supplier's sole expense and shall remain at the risk of Supplier until delivered to such destination, at which time title to the goods shall pass to REVLON; provided, however, that if Supplier fails to confirm the shipping date of any shipment, said risk of loss will remain with Supplier until REVLON takes delivery at the ultimate destination specified by REVLON on the face hereof. REVLON reserves the right to charge back to Supplier full freight costs of shipments sent C.O.C. without REVLON's written consent or which do not

bear REVLON's order number and specify contents or which are otherwise not made in accordance with REVLON's routing and shipping instructions.

8. Supplier shall furnish REVLON such invoices, certificates and other information in such a form as REVLON may reasonably request. Supplier's invoice must be supported by bill of lading, waybill or other evidence of shipment showing contents and REVLON's Order number. Any delivery charges authorized by REVLON to be payable by REVLON shall in no event exceed the actual cost of delivery in the manner specified on the face hereof and must be supported by copy of the paid freight bill.
9. REVLON's production schedules and sales commitments depend upon delivery of goods and/or services by the date(s) specified on the face hereof or otherwise officially communicated by a duly authorized representative of REVLON. Time is therefore the essence of this contract and if delivery is not completed by the dates specified, REVLON reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Supplier or to purchase substitute goods and/or services elsewhere and to charge Supplier with any loss incurred. Acceptance of delivery of goods and/or services shipped after the date(s) specified for shipment shall not be construed as a waiver of REVLON's rights to recover for late delivery.
10. Goods and/or services purchased hereunder are subject to inspection and approval at REVLON's destination. REVLON reserves the right either to require correction or reject and return any goods and/or services found not to be in accordance with this Order and the warranties set forth herein. Costs incurred by REVLON in connection with such inspection and return will be charged to Supplier and REVLON may purchase substitute goods and/or services elsewhere and charge Supplier with any loss thus incurred. REVLON, however, shall be under no obligation to inspect goods and/or services prior to use or resale. Complaints or notices as to defects in goods, or notice of any other breach, will be considered made within a reasonable time if made a reasonable time after REVLON receives notice of such defect or other breach. REVLON's failure to state a particular defect upon rejection shall not preclude REVLON from relying on unstated defects to justify rejection or establish breach.
11. Supplier shall consider all information furnished by REVLON to be confidential and proprietary, including, but not limited to pricing and volume data. Supplier shall use reasonable care, and in no event less care than it uses to safeguard and protect its own confidential information, to protect the information of REVLON and shall not use the information for any purpose other than to discharge its obligations under this Order. Supplier further agrees that only those employees or agents of Supplier who need to have access to REVLON's information will be authorized to have such access, and then only to the extent needed to perform their obligations and Supplier shall ensure that such employees and agents are aware of and comply with the confidentiality obligations set forth herein. Supplier shall not advertise or publish the fact that REVLON has contracted to purchase goods or services from Supplier.
12. Supplier warrants that the goods and/or services to be delivered under this Order will conform to the description thereof in this Order and to the samples or specifications on which the Order was placed; that the goods and/or services are of the best materials and workmanship, merchantable, fit for the purpose for which purchased and free from defect and that the goods and/or services delivered hereunder and every part of them, do not infringe any patent, trademark, trade name, copyright or any other property right of any third party; and that Supplier has and will continue during the performance of this Order to comply with the provisions of all applicable laws and regulations applicable to it or from which liability of REVLON may arise. Inclusion herein of express warranties and representations by Supplier shall not be deemed to be a waiver of such other warranties as may be implied in law or fact or provided for by any applicable law or regulation. All warranties express or implied, shall survive delivery, inspection, acceptance and payment by REVLON.
13. Supplier agrees to indemnify and hold REVLON and its affiliates and their respective directors, officers, agents, employees, successors, assigns and representatives, harmless from any and all losses, claims, damages, judgments, expenses or other costs (including reasonable attorney's fees) incurred by REVLON as a result of or arising from any act or omission of Supplier or arising from any claim, suit, action, or proceeding arising out of the breach of any of the warranties set forth herein, any damage to property or injury (including death) to persons (including employees of Supplier or REVLON whether on the premises of Supplier or REVLON) which may be alleged to have occurred in connection with the performance by Supplier, defects in the goods and/or services or the failure of the goods and/or services

to properly serve the uses contemplated, or the breach of any provision contained herein. Supplier further agrees that, at REVLON's request, Supplier will at its sole expense defend against any such claim, suit, action or proceeding brought against REVLON. The provisions of this paragraph shall survive acceptance and payment and shall run to REVLON, its successors, assigns and customers.

14. If Supplier shall default in the performance of any of the terms hereof or breach any of its obligations hereunder or if Supplier becomes insolvent or makes an assignment for the benefit of creditors or a petition in bankruptcy is filed by or against it or a trustee or receiver or similar administrator is appointed over any of its property, then REVLON may cancel this Order in whole or in part by written notice and shall have no obligation to Supplier whatsoever by reason of such cancellation and shall, in the event of Supplier's breach, have all remedies provided by law.
15. Unless otherwise agreed to in writing by REVLON, all design concepts, drawings, specifications, devices, formulations, materials, dies, molds, casts, engravings and any other property furnished to Supplier by REVLON or specifically paid for by REVLON for use in the performance of this Order shall be and remain the property of REVLON, shall be kept separate from other property, shall be clearly identified as the property of REVLON, shall be subject to removal at any time without additional cost upon REVLON's instruction, shall be used only in filling orders from REVLON, shall be held at Supplier's risk and shall be kept insured by Supplier at Supplier's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to REVLON. Copies of policies or certificates of such insurance will be furnished to REVLON on demand.
Unless otherwise specified by REVLON in writing, REVLON will neither return nor pay for drums, carboys, pallets, containers, reels, etc. In no event will REVLON return or pay for drums, carboys, pallets, containers, reels, etc. unless each is prominently marked "Returnable – Property of _____ (REVLON's name.)"
16. Discontinuance of or substantial interference with REVLON's business, in whole or in part, by reason of fire, flood, earthquake, tempest, strike, war, Act of God, embargo, civil commotion, governmental regulation or other causes beyond REVLON's control (whether like or unlike the foregoing), shall give REVLON the option of canceling all or any part of this Order relating to undelivered goods and/or services hereunder without liability for such cancelled goods.
17. In addition to and without prejudice to the right to cancel under any other provision hereof, REVLON may, for convenience, terminate this Order in whole or in part by written notice, and such cancellation shall be subject to the following conditions: (a) If the Order covers materials manufactured or fabricated to REVLON's specifications, Supplier shall upon receipt of such notice stop all work in connection with this Order. In such case, REVLON shall pay and Supplier shall accept as full compensation Supplier's actual direct and documented out of pocket costs to the date the work is stopped; provided, however, that in no event shall the total amount to be paid to Supplier upon such termination, plus payments previously made, exceed the total agreed price specified in the Order. The goods or incomplete portions thereof shall be the property of REVLON and Supplier will safely hold them for a reasonable time subject to REVLON's written disposition notice. (b) If the Order covers standard stock goods, any claim of Supplier shall be settled on the basis of reasonable costs incurred by Supplier. REVLON shall have no obligation for cancellation charges or for any other expense, except to make payment, subject to applicable terms, for the goods actually shipped prior to termination.
18. Supplier is responsible for any obligations with respect to its employees, whether as wages, salaries or other remuneration, social security, unemployment insurance, severance, pension, workers' compensation or otherwise and for injuries or damages to others caused by it or its agents, representatives, or employees, and shall indemnify and hold harmless REVLON from and against any such liability or obligation whatsoever. Supplier shall maintain such insurance coverage with reputable third party insurance companies with respect to all loss, damage or injury that may arise in connection with its operations and its performance hereunder in amounts and with such terms as are not less than such as are reasonable and customary in its business. Such policies shall name REVLON as an additional insured. Supplier shall make no change in such insurance policy or the coverage thereunder, nor permit the termination of such insurance coverage, without the prior written consent of REVLON. Supplier waives all rights to claim against REVLON, its affiliates and their respective directors, officers and employees with respect to any recovery from or under such insurance. Supplier shall obtain, at its own expense, a waiver of

subrogation from any insurer of any interest Supplier or such insurer may have in any recovery by REVLON. Supplier shall, upon execution hereof, deliver to REVLON evidence satisfactory to REVLON of the foregoing insurance coverage (including without limitation, certificates of insurance with appropriate policy endorsements) and establishing that any other insurance for the benefit of REVLON or its affiliates is not contributory to and is in addition to any insurance provided by Supplier.

19. If there is a recall of any of the products, any of its ingredients and components or any product incorporating the products supplied by Supplier subject to an Order ("Recalled Product"), the Supplier shall provide reasonable assistance to REVLON in developing a recall strategy and shall cooperate with REVLON and any applicable governmental agency, entity or authority ("Governmental Body") in monitoring the recall operation and in preparing such reports as may be required. Supplier shall not voluntarily initiate any recall of Supplier of any products, any of its ingredients and components or any product incorporating the products subject to an Order without the prior written consent of REVLON. Each Supplier shall, at the request of REVLON give REVLON all reasonable assistance in locating and recovering any products or Recalled Products that are not in accordance with the requirements of the Order. Each Supplier shall immediately notify and provide copies to REVLON of any communications, whether relating to recalls or otherwise, with any Governmental Body. Supplier, at its own cost, shall rework or destroy all Recalled Products that are defective on delivery to REVLON in compliance with all applicable laws, rules or regulations and REVLON's reasonable instructions. Supplier will not disclose or make available to any third party any information related to the recall.
20. This Order and the right or obligation of performance hereunder are not assignable or delegable by Supplier and the goods and/or services to be furnished hereunder may not be subcontracted by Supplier, without the prior written consent of REVLON and any such attempted assignment, delegation or subcontracting shall be void and ineffective for all purposes.
21. No waiver of any breach or of any of the terms and conditions of this Order shall be construed as a waiver of any subsequent breach of that term or condition or of any term or condition of the same or different nature of this or any other Order, nor shall the receiving of any goods under this Order be deemed a waiver of any of REVLON's rights with respect to any prior failure by Supplier to comply with the provisions of this Order.
22. Except where there is a duly executed contract, agreement or statement of work in place between Supplier and Revlon that specifically covers the goods or services subject of this Order, this Order constitutes the entire agreement between Supplier and REVLON and any specification, drawings, notes, instructions, engineering notices or technical data referred to on the face hereof shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event of any inconsistency between these Terms and Conditions and the matter contained on the face hereof, the latter shall govern. REVLON and Supplier expressly agree that all rights and duties under this Order and any contract arising therefrom shall be governed by and construed in accordance with the laws of the State of New York, and Supplier and REVLON consent and agree to the exclusive jurisdiction of the federal courts located in the City of New York for the resolution of any dispute arising hereunder.
23. Unless otherwise agreed to in a duly executed contract, agreement or statement of work between REVLON and Supplier, Supplier is not an exclusive Supplier of the goods and/or services and REVLON may procure such goods or services from any other source it may choose. If Supplier fails to supply REVLON in accordance with the Order for any reason, REVLON may have the goods produced/and or services performed by a third party and Supplier shall make available to REVLON or its designee access to all technical and proprietary materials, information and techniques necessary or helpful for REVLON or its designees to procure required materials or produce or arrange an alternative supplier of such goods or services.