



COSMETIC
GROUP USA, INC.

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the
PROMISE

COSMETIC GROUP USA, INC.
PROMISES...an exceptional
experience, outstanding products,
delivered on time.



WE'RE CERTIFIED EXPERTS

COSMETIC GROUP USA, INC. is

- A premiere benefit driven cosmetics and personal care design, development, and contract manufacturing company
- Located in Los Angeles, CA
- Over 25 years in operation
- Facility audited and approved by global brands leaders
- FDA approved OTC / SPF
- Certified for the manufacture of organic and natural products
- Compliant with the requirements of Cosmetic European Directive 76 / 768 / CEE
- cGMP compliant (current Good Manufacturing Practice)
- A member of Personal Care Products Council
- A member of ICMAD (Independent Cosmetic Manufacturers & Distributors)
- A member of CMA (Cosmetics Manufacturers Association)

CONTRACT MANUFACTURING

COSMETIC GROUP USA, INC. offers

- Formulating
- Manufacturing
- Filling
- Assembly
- Superior formulations for every category of cosmetics, color, skin care, personal care and specialty categories
- Outstanding formula and shade matching
- Unparalleled quality assurance
- Unlimited choices of formulas, colors and textures
- State-of-the-art facilities and equipment
- High speed filling
- Unique molding and pressing equipment
- Full range formula testing
- On time delivery
- Complete traceability through quality control process
- Patented technologies

CAPABILITIES

COSMETIC GROUP USA, INC. manufactures

LIPS

- Natural & Organic
- Silicone Molded Lipstick
- Lip Gloss
- Lip Powder
- Unique Lip Pencils
- Poured Pencils
- Center Core Lipstick

FACE (Powder)

- Pressed Powder
- Loose Powder
- Mineral Powder
- Baked Powder
- Single Pan & Multi-Color
- Bronzers & Highlighters

FACE (Liquid & Cream)

- Cream Foundation
- Loose Mineral Foundation
- Tinted Moisturizer
- Primers
- BB Cream
- Concealors
- Color Correctors
- Bronzer
- Baked Powder

CHEEKS

- Pressed Blush
- Loose Blush
- Cream Blush
- Liquid & Gel Tints
- Baked Blush

EYES & BROWS

- Loose Eye Shadow
- Pressed Eye Shadow
- Cream Eye Shadow
- Eye Liner
- Moulded & Powder Pencils
- Mascara
- Brow Gels

SPECIAL CATEGORIES

- Baked Powder
- Multi-Colored Powders
- Over-sprayed Design
- Custom Hot Pour
- Debossing
- Texture
- Natural & Organic
- SPF
- Skincare Benefits
- Specialty Delivery System

SKIN CARE

- Anti-Aging
- Oil-Control
- Mineral
- Cleanser
- Scrub
- Moisturizer

FRAGRANCES

- Liquid Perfume
- Solid Perfume

PERSONAL CARE

- Oral Preparations
- Body Product
- Bath Product
- Hair Care

THE DISCOVERY PROCESS

Whether you have an existing line of products or you are launching a new brand, we guarantee our proprietary discovery process will inspire true product innovation. Between your team and ours, we will uncover your brand's true product message and, to achieve it, partner with you every step of the way.



STEP 1 - THE BRAINSTORM

Let's gather our teams and create! Our Product Development team and your appointed in-house Project Manager will meet with you, in person or online, and will brainstorm your concept using the newest ingredients and technologies.

- What's your top selling SKU and how can we grow the family?
- What holes need to be filled and why?
- Does your brand have a unique ingredient or technology-focused story?

Don't know what that new product is? Let us inspire you. Let's come together, pooling all our creative resources (trend presentations, new ingredients, new lab creations) and strategize the next cult product. We can also identify creative ways to fill the product gaps in your already existing line or build on that top-selling SKU with a family of press-worthy products.

If you simply can't find the time, the Cosmetic Group USA, Inc. team can do all the work and prep a customized presentation, blending beauty's hottest trends with our lab's most advanced formulations. You can pick and choose the products that speak to you and add your finishing touches. Easy!

We will guide you through questions that help us all develop product strategies that meet your goals.



STEP 2 - THE PRODUCT PROFILE

Having gone through this process for 25+ years, we've learned a lot. We know all the right questions to ask and we've developed a product profile that will please every member of your team, from the product developers and marketers to operations and finance. Once we've landed on the product concept, we'll work together with your team to fill in all the blanks on your custom Product Profile. It will guide our chemists and project managers to meet all of your product specifications, your delivery dates and your price points. Doing this up front means that there are no surprises in the end.

STEP 3 - THE COMPONENT

In today's technology driven world, it's essential to have the intended component while developing the formula. We request 25 samples of the component for development, process planning, and compatibility testing.

STEP 4 - THE CHEMISTRY

The lab is off and running, designing your new product. Your project manager will stay in close contact, updating you on progress along the way. In about 4-6 weeks, you'll see your first submission. The creative doesn't stop there. We will continue to tweak, manipulate, test and improve your formula until it's just where you want it.

THE R+D LAB

everything YOU NEED to know

Cosmetic Group USA, Inc. strives to provide the best possible products and services in all areas of our relationship with you. In the area of new product development our Color R+D and Skin Science labs are ready to provide innovative formulas using the latest ingredients to fit your philosophy and target your market. Existing products will also be a focus so we can work together to develop trendsetting shade extensions. As we increasingly see our industry taken into a global marketplace that has undergone substantial change we find ourselves dealing with new sets of rules that need to be followed.

Cosmetic Group USA, Inc. can provide the information you need to take your products into new markets. Our experienced chemists know which raw materials are approved for use in which countries and can work to create formulas tailored to your market. The paperwork necessary to register finished goods overseas can be provided by our Regulatory staff during the R+D process. Collaborating on exciting new projects while working to understand all that is required to make them a reality will help us both grow.

Cosmetic Group USA, Inc. needs to partner with you to make these ventures a success. The time and effort necessary to turn an idea into a finished product has a real cost that needs to be addressed. Time and materials are spent on these ideas in our labs and, in order to continue to improve the service you receive from Cosmetic Group USA, Inc., we must institute the lab fees outlined in the attachment. They are designed so that we can offer quality products while insuring that the lab's time is directed towards projects that are moving forward.

The fees charged for development may be deducted from purchase orders as a project moves from R+D to Production. All projects will be evaluated on a case by case basis as they move through the development process to determine how the fees will be applied. We appreciate your business, and look forward to continued support for each others success.

THE R+D LAB

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PRODUCT DEVELOPMENT / LAB FEES

PROJECT INITIATION FEE **\$1,000.00 per product**

SHADE MATCHING

- Shade matching **\$250 per shade**
- Press Samples **\$2.50 each**

LEAD TIMES

- New product development **12 weeks**
- Product Duplication **12 weeks**
- Shade matching/per shade **2 weeks**
- Samples **2 weeks 1-10 samples**
4 weeks 10-20 samples

* Over 20 samples (press samples) require a PO for a production batch with 8 week lead times.

* CGUSA requests that customers provide approval or rejection of lab samples in writing on the lab sample submission form within 24 hours after receipt of the sample.

* Our production minimums are 5,000 pieces per shade. Please take this into consideration before initiating a lab project.

PROVEN QUALITY / TESTING

Innovation doesn't stop with the creative. We make sure your products are tested and true to pass your high-quality expectations. Tests include but are not limited to:

- Room temperature stability
- Accelerated oven stability
- Freeze/thaw cycling
- Viscosity
- pH
- Hardiness-penetrometer
- Stick break point
- Melt point determination
- Specific gravity
- Microscopic gravity
- Water determination
- Component compatibility testing
- We conduct routine micro testing on all finished bulk & finished product
- Challenge tests are conducted on new product types
- We test on people, not animals

* Cosmetic Group USA, Inc. also offers third-party efficacy testing upon request.



*GREEN
DEFINED*

GREEN DEFINED

USDA CERTIFIED

The “USDA Certified Organic” designation means the ingredients are inspected by accredited certifying agents of the USDA’s National Organic Program (NOP). Under the USDA program, the following four claims may be made if the criteria for each claim are met:

- “100 percent Organic” (or similar statement) = Must contain 100 percent organically produced ingredients, not counting added water and salt
- “Organic” (or similar statement) = Must contain at least 95% organic ingredients not counting added water and salt
- “Made with Organic Ingredients” (or similar statement) = Must contain at least 70% organic ingredients, not counting added water or salt
- “Has some organic ingredients” (or similar statement) = May contain less than 70% but greater than 30% organic ingredients

NATURAL BOTANICAL

The FDA does not define or regulate the use of the word “natural” on personal care or cosmetic products; however, when our clients ask for a natural formula we only use natural ingredients that are derived from plant, animal, marine, and/or mineral origin (clients usually exclude the use of animal derived ingredients). Essentially, we exclude the use of synthetic ingredients, and encourage the use of plant, marine, and/or mineral derived ingredients in our client’s natural formulas.

ECOCERT

ECOCERT is a private control and certification organization that has set standards in the food, cosmetic, and textile industry. The brand company (our client) and its subcontractors (Cosmetic Group USA, Inc.) must be Ecocert approved to distribute and manufacture Ecocert products; in addition, all Ecocert finished products must adhere to the following:

- Ingredients using acceptable manufacturing and sterilization processes
- Ingredients free of Genetically Modified Organisms (GMO)
- Minimum % of ingredients of natural and organic origin must be met
- Attestation from all raw material suppliers disclosing information about the ingredient
- Packaging made from recyclable material
- Approved labeling by Ecocert

Ecocert formulas must contain a minimum of 95% natural origin ingredients. All ingredients must use authorized processes that are deemed environment friendly by Ecocert.

ORGANIC

This describes the way agricultural crops must be grown, handled, and processed to qualify for USDA certification—whether for food or beauty products. Organic farming and handling prohibits use of synthetic pesticides and fertilizers, genetic engineering and irradiation.

WHAT TO EXPECT

RESEARCH AND DEVELOPMENT AGREEMENT

A. Research and Development: Cosmetic Group USA, Inc.'s (herein "CGUSA") policy for developing custom formulations is as follows:

CGUSA's project initiation fee is \$1,000.00 per product category. Each additional shade requested per product category, is \$250.00. Lead time for new product development is 12 weeks. Lead time for shade matching is 2 weeks per shade.

CGUSA requests that customers provide approval or rejection of lab samples in writing on the lab sample submission form within 24 hours after receipt of the sample.

1. CGUSA has significant experience in the following product types: Eye Shadows, Cheek Colors, All Over Shimmers, Brow Sets, Lip Sticks, Lip Glosses, Lip Balms, Lip Colors/Stains, Lip Pencils, Eye Pencils, Brow Pencils, Bronzers, Concealers, Foundations, Mascaras, Creams and Lotions. This is not a complete list of items CGUSA can develop. Many other product types can be developed. Please inquire if a product type of your choice has not been listed.
2. Prior to the commencement of any work on a customer's project, this Research and Development Agreement and Confidential Mutual Non-Disclosure Agreement must be signed and returned to CGUSA. In addition, CGUSA must be in receipt of all applicable lab fees.
3. The purpose of creating lab projects is, of course, to develop a base formulation for performance, texture and shade. Once the base formulation is approved, then multiple shade variations can be developed.
 - a. For base formulations, performance and shade variations, CGUSA will make a maximum of three lab sample submissions on the lab project. All lab sample submissions will be presented with the CGUSA "Lab Sample Submission" form.
 - b. If a lab sample submission does not result in an approved formulation on the third attempt, depending on the customer's reasons for rejection, CGUSA reserves the right to cease further work on the project. If additional lab samples are created, additional lab fees may be assessed.

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4. All formulations developed are the proprietary property of CGUSA. A customer may procure a formula if they so desire, which will entail a separate contract. The lab fee paid by the customer in no way represents the sale of the intangible intellectual rights associated with the developed formulation.
 - a. CGUSA will allow proprietary license to our customers for the use of the customized formulations in our customer's products. CGUSA holds all formulas as confidential and subject to our Confidential Mutual Non-Disclosure Agreement.
 - b. In connection with CGUSA's customized formulations, all employees (including Chemists) of CGUSA are bound by the Confidential Mutual Non-Disclosure Agreement. Furthermore, all employees (including Chemists) have assigned all invention rights that may relate to any formulations developed during their tenure with CGUSA to CGUSA.
5. After approval of a lab sample submission on a lab project and the placement of an approved purchase order, CGUSA will provide the following documentation: Ingredient Range Formulations (CAS/INCI Registry), Ingredient Listing, Label Claim Weight Information (once approved packaging has been provided) and Product Safety and Stability Testing Information.
6. Product types that require a Sun Protection Factor ("SPF") or make an Over-the-Counter ("OTC") drug claim will require a Claim Substantiation Test. Fees for these types of tests are not included in the \$1,000 lab project fee and are the responsibility of the customer. The customer may contact their account executive for additional information on OTC products, including SPF products. See the enclosed document on CGUSA business policies and practices regarding OTC testing and financial responsibility.

B. Production and First Batch Sampling: Upon receipt of an approved purchase order from the customer, CGUSA will commence with the production process.

1. For each product ordered on the customer's purchase order, CGUSA will submit a maximum of three production batch sample submissions for approval. The approved production sample submission from the first run of each formula will then serve as the "Master" for future production

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runs of that particular shade of a product. It is a policy of CGUSA to update and have the customer establish a master for each product and shade on an annual basis.

- a. If a production batch sample submission does not result in an approval on the third attempt, depending on the customer's reasons for rejection. CGUSA reserves the right to make no further attempts at correcting the production batch. The customer will then have to accept the third submission as is.
 - b. If a production batch sample submission on the third attempt does not result in an approval through no fault of the customer, CGUSA agrees to submit a fourth production batch sample submissions for approval.
2. CGUSA requests that all lab sample submission and production sample submission forms be returned, signed and dated, with an approval or rejection within a 24-hour period. In case of a rejection, to avoid further delays, the customer should clearly and concisely state the reason for non-approval on the comment section so that correction(s) to the production batch can be made in a timely manner. If the customer is unable to document the reason(s) for the rejection, the Account Executive may be contacted to discuss the reason(s) for the rejection.
 3. The Material Safety Data Sheet ("MSDS") and Certificate of Analysis ("C of A") information will be provided after the completion of the first production run.

RESEARCH AND DEVELOPMENT LABORATORY FEE

Cosmetic Group USA, Inc.'s Research and Development laboratory fee is \$1,000.00 per product category. Each additional shade requested, per product category is \$250.00. Please complete this form and mail with your check or money order to:



Cosmetic Group USA, Inc.
8430 Tujunga Avenue
Sun Valley, CA 91352

COMPANY NAME: _____

CUSTOMER TITLE: _____

CHECK NUMBER: _____

DATE: _____

PRODUCT: _____

LAB WORK: _____

LAB FEE: _____

TOTAL COST: _____

ACCOUNT EXECUTIVE _____

APPROVAL: _____

PLEASE NOTE:

Fee may vary depending on changes or modifications to original order.

LEAD TIME – R+D to PURCHASE ORDER

The following information explains what is involved in the process of research and development on a new product or a reformulation of an existing product before a purchase order can be written. It is a very coordinated effort between all Cosmetic Group USA, Inc. (herein “CGUSA”) departments to produce quality finished goods.

CGUSA's standard research and development lead time is 3-13 weeks (excludes testing) from the date that CGUSA receives a signed Confidential Mutual Non-Disclosure Agreement, a signed Research and Development Agreement and all applicable lab fees. Testing begins once the final sample has been approved (within 3-13 weeks). If a customer requests more than three sample submissions for an approval, lead times will be extended and additional fees may be associated. The lead time for testing approved lab samples is 4-12 weeks. Additional testing may be required if there are any testing failures. Stability/Compatibility testing on all liquid products takes 12 weeks and must be done with finished-good components. Customers are required to provide CGUSA with 25 finished-good components (per shade) as well as specification sheets on the components for testing and net weight verification. The Preservative Efficacy Test (PET Test) takes 4 weeks and can be run at the same time as the stability test. Over the counter (OTC) and/or SPF products that require additional testing will have extended lead times.

When all product formulations have been approved and those formulations have passed all required testing, a purchase order can be processed.

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As an authorized representative of the company listed below, I have read and understand all the above policies and procedures detailed above. My signature below attests my acceptance to all the terms and practices laid out.

Company Name & Address

By: _____
(Please Print Name)

(Signature)

Title: _____

Date: _____

BUSINESS PRACTICES REGARDING “OTC” TESTING & FINANCIAL RESPONSIBILITY

For products being developed that contain a drug claim or other over-the-counter (“OTC”) claims. Cosmetic Group USA, Inc. (herein CGUSA) submits formulations for both testing and validation. OTC ingredients are tested to ensure these formulations meet established FDA requirements. CGUSA will only submit our formulations to FDA approved laboratories. The fees associated with these tests are the financial responsibility of the CGUSA customer. CGUSA will facilitate the submission process (i.e. provide bulk material, formulation information, etc. directly to the approved lab).

In connection with the label claim substantiation, CGUSA will provide the service of submitting Sun Protection Factor (SPF) formulation to the lab. However, it is the financial responsibility of the customer making the SPF claim on their product to pay all costs associated with formula validation. Since CGUSA provides customized formulations for each of our customers, there are no stock formulations with approved SPF claims available for purchase. CGUSA account executives will advise customers on all testing costs. Some formulations may contain SPF ingredients (without any label claims) at levels below limits established by the FDA for required testing. However, all formulations with SPF levels above certain ranges require testing by the FDA whether a label claim is made or not.

TESTING OF PRODUCTS WITH “OTC” LABEL CLAIMS

- Batch Testing – This mandatory test is performed on every batch manufactured. The OTC ingredient contained in the batch must be verified to ensure that the percentage contained within the formulation is in an acceptable amount. This type of testing is referred to as “Assay Testing.” The cost for this type of testing costs approximately \$325 per batch.
- Label Claims – All label claims must be substantiated. For example, if the label of a cosmetic contains the following language: “Contains Vitamin E,” then the presence of Vitamin E must be substantiated for the actual percentage range. The cost for this type of testing is approximately \$150 per formula.

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- SPF Claims – During the development phase of a formulation, all SPF claims will be validated via the following methods:
 - o In-Vitro SPF Testing – This test determines the SPF level (5, 10, 15, 30, etc.). Although the FDA does not recognize In-Vitro tests for claim substantiation, this type of test is an inexpensive indicator that will determine if a formulation will pass the required In-Vivo test. Therefore, CGUSA recommends that In-Vitro testing be done before submitting a formulation to In-Vivo testing. The cost for In-Vitro testing is approximately \$1000 per formula.
 - o In-Vivo SPF Testing – This test is required by the FDA to validate SPF claims. This is a documented test performed on 20 human subjects. Costs for this test are approximately \$5,000 per formula. Base formulations will be tested. Various shades of base formulations are covered under the base formula test.

- Skin Irritation Testing – This test is performed In-Vitro to determine if a product is going to cause any irritation to the skin. The cost for this type of test is approximately \$1200 per formula.

- Eye Irritation Testing – This test is performed on eye-gels, creams or any other product that is applied near the eye area. It is commonly performed in conjunction with the skin irritation test mentioned above. The cost for this test is approximately \$1200 per formula.

- Repeated Insult Patch Test (“RIPT”) – This test is mandatory for all OTC drug products. Further, this is a safety test that is performed on humans. The In-Vitro testing mentioned above is an indicator on how a formulation will perform on this test. Therefore, CGUSA recommends that In-Vitro testing be done before submitting a formulation to RIPT testing. The cost for this test is approximately \$1600 per formula.

CGUSA's customers can arrange the testing of our formulations with qualified labs without CGUSA's assistance. However, the disclosure of any information to an outside lab is subject to the CGUSA Confidential Mutual Non-Disclosure Agreement. CGUSA's policy is to retain a signed Confidential Mutual Non-Disclosure Agreement from the lab contracted to commence the testing prior to disclosing any formula information. Further, CGUSA will not commence any production of a formulation that requires testing until the documented test results are made available to CGUSA. There are no exceptions to this policy.

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As an authorized representative of the company listed below, I have read and understand all the above policies and procedures detailed above. My signature below attests my acceptance to all the terms and practices laid out.

Company Name & Address

By: _____
(Please Print Name)

(Signature)

Title: _____

Date: _____

CONFIDENTIAL MUTUAL NON-DISCLOSURE AGREEMENT

This Confidential Mutual Non-Disclosure Agreement (“Agreement”), dated as of _____ confirms the terms and conditions under which the undersigned parties may each disclose to the other certain information and materials which are proprietary to the disclosing party (or to an affiliate company of the disclosing party or to a third party to whom the disclosing party is under an obligation of non-disclosure) for the purpose of evaluating and discussing potential arrangements between the undersigned parties with respect to: Formulation, Manufacturing, Testing, Sales Volumes and other related information for Cosmetic Group USA, Inc. (herein CGUSA) product lines and related products.

1. All information disclosed under this Agreement, is considered by the disclosing party to be Confidential and Proprietary (“Confidential Information”) which, if in writing or in another tangible form, will be clearly marked by the disclosing party as being confidential. Confidential Information initially disclosed orally, in writing, or visually will be identified as being confidential at the time of disclosure and confirmed in writing by the disclosing party as being confidential within one (1) day of such disclosure.

2. Each party shall limit the disclosure of its Confidential Information to the other party to that which is required for the purposes of this Agreement. Neither party shall disclose Confidential Information, until the disclosing party has described the general nature and scope of the information to be disclosed, and the receiving party has agreed to receive such information in confidence.

3. Each party agrees that all Confidential Information received from the other party under this Agreement shall be maintained in confidence for a period of five (5) years from the date of this Agreement, and each party agrees not to use any Confidential Information received from the other party hereunder for any purpose other than that set forth above without the prior written consent of the party disclosing such information. Each party shall use the same standard of care to protect the confidentiality of Confidential Information received from the other party as it uses to protect its own confidential information and shall limit disclosure of such Confidential Information received from the other party to those of its own and its affiliates’ personnel and consultants who have an actual need to know and have a written obligation to protect the confidentiality of Confidential Information.

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4. Notwithstanding the preceding provisions, obligations regarding confidentiality and use of Confidential Information disclosed hereunder shall not include:

- a. Information which, at the time of disclosure, was published, known publicly, or otherwise part of the public domain;
- b. Information which, after disclosure, is published, become known publicly, or otherwise becomes part of the public domain through no fault of the receiving party;
- c. Information which, prior to the time of disclosure, is known to the receiving party or, after disclosure, is independently developed by the receiving party, in either case, as evidenced by written records; and information which, after disclosure, is made available to the receiving party in good faith by a third party who is under no obligation of confidentiality, non-disclosure or secrecy to the disclosing party.

5. The disclosure of Confidential Information hereunder by either party shall not result in any right or license under any patent or know-how being granted to the other party, nor shall it be construed to impose on the other party any restriction, duty or obligation other than that of confidentiality and non-use as expressly provided herein.

6. All written documents containing Confidential Information and other confidential material in tangible form received by either party under this Agreement shall remain the property of the disclosing party, and all such documents together with any copies or excerpts thereof and any such other materials shall be promptly destroyed or returned to the disclosing party upon request except as required by law.

7. Neither party shall make any disclosure or publicity or disclose any information whatsoever with respect to this Agreement, the subject matter hereof or the arrangements contemplated hereby or even the fact that this Agreement has been entered into, without the prior written consent of the other party.

8. This Agreement shall be interpreted, governed by and construed under and in accordance with the laws of the State of California.

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As an authorized representative of the company listed below, I have read and understand all the above policies and procedures detailed above. My signature attests my acceptance of all the terms and practices laid out on this agreement.

Company Name & Address

By: _____
(Please Print Name)

(Signature)

Title: _____

Date: _____

Accepted and Agreed to this _____ day of _____, 2013



Cosmetic Group USA, Inc.
8430 Tujunga Avenue
Sun Valley, CA 91352

By: _____
(Please Print Name)

(Signature)

Title: _____



LIPS

LIPS

PRODUCT TYPES

- Lipstick
- Liquid Lipstick
- Lip Gloss
- Lip Powder
- Lip Stain
- Lip Balm
- Lip Treatment
- Lip Scrub
- Lip Pencil
(Poured & Baked, Thin & Chubby)*
- Lip Primer

CUSTOM TREATMENTS

- Custom Debossed Bullets
and Hot Pours
- Decorative Fills
(e.g. swirls, multi-color fills)
- Silicone Molded Lipstick Bullet
- Multi-shaped Bullet Tips
- Lipstick Bullet or
Treatment Bullet with Core
- Decorative Overspray
- Miniature Lipstick Bullets

APPLICATIONS

- Pot
- Wand
- Tube
- Pencil
(Poured & Baked, Thin & Chubby)*
- Roll-on
- Stick
- Multi-Skill Kit
- Pen
- Slim-line
- Double-ended Multi-product

SPECIALTY BENEFITS

- Sheer-to-full Coverage
- Plumping
- Special Pigments & Effects
- Long-Wear
- Smudge-Proof
- Natural & Organic
- SPF
- Anti-Aging
- Skincare / Ingredient Infusion

*Cosmetic Group USA, Inc. does not manufacture wooden pencils.

FACE



FACE

PRODUCT TYPE

- Cream Foundation
- Mineral Foundation
- Mousse Foundation
- Tints & Gels
- Color Corrective
- Pressed Face Powder
- Loose Face Powder
- Mineral Powder
- Baked Powder Foundation
- Spray Powder
- Bronzer
- Tinted Moisturizer
- Primer
- Makeup Preparations
- Concealers
- BB Creams
- Mattifiers

CUSTOM TREATMENTS

- Triple Jet Milled
- Custom Pours
- Multi-Color Pressed (up to 5 colors)
- Debossing
- Overspray Design
- Gradation
- Dry-to-wet
- Cream-to-powder

APPLICATIONS

- Pot
- Stick
- Tube
- Pump
- Airless Pump
- Sponge
- Pencil
- Double-ended with multi-product
- Compacts / Pans
- Brush Applicators
- Pen
- Spray

SPECIALTY BENEFITS

- Natural & Organic
- SPF
- Treatment Infused
- Specialty Pigments & Effects
- Cooling
- Bronzing
- Sheer to Full Coverage
- Skincare / Ingredient Infusions
- Long-Wear
- Anti-Aging

CHEEKS



CHEEKS

PRODUCT TYPES

- Pressed Powder Blush
- Baked Powder Blush
- Loose Powder Blush
- Mineral Powder Blush
- Multi-Colored Shimmer Brick
- Cream Blush
- Liquid and Gel Tints/stains
- Mousse Blush

CUSTOM TREATMENTS

- Custom Debossed Hot-Pour Shapes
- Swirled, Multi-Colored Product
- Multi-Colored Powders
(up to 5 colors)
- Cream-to-powder
- Triple Jet-Milled Powder
- Debossed Powders
- Overspray Designs
- Gradation

APPLICATIONS

- Pot
- Stick
- Tube
- Sponge
- Pencil
(Chubby Poured & Baked)
- Kit

SPECIALTY BENEFITS

- Long-Lasting
- Specialty Pigments and Effects
- Natural / Organic
- SPF
- Skincare / Ingredient Infusion
- Cream-to-powder

EYES & BROWS



EYES & BROWS

PRODUCT TYPES

- Loose Shadow
- Specialty Pigments
- Pressed Shadow
- Pressed Brow Powder
- Cream Shadow
- Baked Powders Shadow
- Liners
(Cream, Liquid, Gel, Powder, Pencil)
- Molded Pencils for Eye & Brow
(Thin & Chubby)*
- Baked Powder Pencil for
Eye & Brow (Thin & Chubby)
- Mascara
- Lash Primer
- Mousse
- Eye Primer
- Shimmer Brick
- Brow Wax
- Brow Gel

CUSTOM TREATMENTS

- Multi-Color Pigments
- Swirled Multi-Colored Products
- Multi-Color Pressed (up to 5 colors)
- Debossing
- Overspray Design
- Cream-to-powder
- Dry-to-wet

APPLICATIONS

- Pots
- Wands
- Combs
- Pencils
(Poured & Baked, Thin & Chubby)*
- Sticks
- Tubes
- Sponges
- Pens
- Multi-Sku & Color Kits

SPECIALTY BENEFITS

- Crease Free
- Long-Lasting
- Waterproof
- Natural & Organic
- Treatment Infused
- Specialty Pigments & Effects
- Anti-Aging
- Skincare / Ingredient Infusion

*Cosmetic Group USA, Inc. does not manufacture wooden pencils.

SPECIALTY



SPECIALTY

FRAGRANCES

- Liquid Perfume
- Solid Perfume
- Powder Perfume
- Roll-on Oil
- Spray-on Powder

PERSONAL CARE

- Oral Preparations
- Body Products
- Bath Products
- Hair Care

SKIN CARE

- Ant-Aging
- Oil Control
- Mineral
- Natural
- Cleansers
- Moisturizers
- Scrubs
- Treatments

SPECIAL CATEGORIES

- Custom Hot Pours
- Debossing
- Baked Powder
- Multi-Colored Powders
(up to 5 Colors)
- Over-sprayed Powder Designs
- Textures
- Multi-Colored Pigments
- Swirling & Multi-Colored Fills
- Organic
- SPF
- Natural
- Skincare Benefit Infused
- Specialty Delivery
- Emulsion



LIPFIL-3AL

*Fully Automatic Soft Rubber Silicone Lipstick
Moulding & Packaging Machine*

LIPFIL-3AL

Fully Automatic Soft Rubber Silicone Lipstick Moulding & Packaging Machine

This machine is a fully automatic lipstick moulding & packaging machine designed for the production of soft rubber silicone moulding, design embossing, slimline lipstick and conventional lipstick, lip balm and lip gloss.



SPECIFICATIONS

Target Products

- Soft rubber moulding lipstick
- Engraved lipstick (embossing/debossing designed lipstick)
- High gloss without flaming
- Conventional lipstick
- Slimline lipstick

Capacity

- 25-35 lipstick/min

Features

- Automatic container loading device
- Lipstick bottom labeling device





MPRESS-3AL

Fully Automatic Multi-Color Powder Press Machine

MPRESS-3AL

Fully Automatic Multi-Color Powder Press Machine

This machine is designed for making multi-colored cosmetic pressed powder products such as eye shadows, blushers and more.



SPECIFICATIONS

Target Products

- Multi-color powders (up to 5 colors)

Capacity

- 10-14 godets/minute (varies by pan size)
- Two machines: One with a 4 color capacity and one with a 5 color capacity

Features

- Hydraulic ram press unit (3Hp)
- Servo valve controlled hydraulic system for time and pressure control
- 5 indexing drive and 5 stations (4 stations are pre-press and final station is main press)
- Pre-press loading device on godet





CP 024 C

Semi Automatic Color Cosmetic Powder Press Machine

CP 024 C

Semi Automatic Color Cosmetic Powder Press Machine

The CP 024 C is the most popular powder press sold in the world over the past decade.

Cosmetic Group USA, Inc. has 9 of these machines



SPECIFICATIONS

Target Products

- Single-color cosmetic powder products with emboss /deboss, e.g. compacts, eye shadow
- Ideal for over sprays
- Godet maximum diameter 50mm

Capacity

- Output dependent on color, number of cavity on mould, bulk formulation and shape of godet
- 6-32 godets/minute. Output dependent on color, bulk formulation and shape of godet.

Features

- The godet is inserted into the powder loading stations manually
- At each loading station, a measured dose of powder is dispensed from the hopper into the godet





TUBEFIL-1000

Automatic Tube Filling & Closing Machine

TUBEFIL-1000

Automatic Tube Filling & Closing Machine

This machine is designed for the filling and closing of PE, laminate, plastic and metal tubes (optional).



SPECIFICATIONS

Target Products

- Tubes
- Tube length: 40-250mm including cap
- Tube diameter: 15-60mm
- Filling volume: 35-180g+/-0.5%
- Tube material: PE, laminate and plastic

Capacity

- Output dependent on bulk formulation and shape of godet
- 35-50 tubes/min

Features

- All machine parts in contact with bulk 316 s/s
- Tube cleaning device by vacuum and filter
- Automatic tube orientation system by means of register sensor and servo-motor ensures accurate tube orientation
- Positive shut-off/air jet to prevent bulk dripping or forming string from nozzle
- Tube sealing by hot air heating/crimping or heated crimping jaw. Optional ultra-sonic sealing.
- Batch or date coding on crimping jaw
- Trimming cutter (radiused/profiled available)
- Metal folding device for metal tube





BKPOWDER-3A

Automatic Baked Powder Pouring & Press Machine

BKPOWDER-3A

Automatic Baked Powder Pouring & Press Machine

This machine is designed for the production of baked powder and mousse powder.



SPECIFICATIONS

Target Products

- Baked powder, mousse powder, terracota powder, etc.

Capacity

- 20-35 godets/min
- Filling volume: 1-15 ml

Features

- Machine frame with tooling transfer conveying system
- Servo controlled paste powder dosing machine (4 nozzles)
- Quick changeable nozzle socket and nozzle
- Automatic powder cutting
- Automatic godet discharging device with conveyor



PRODUCTION CAPABILITIES

ADDITIONAL PRODUCTION EQUIPMENT

BLOCK MOLDING

- Split molds of various shapes and sizes
(over 100 molds with varying cavity quantity)

LOTION / LIQUID FILLING

- Six head volumetric filler with inline coding by video jet, and wrap label application
- Bench mount single head volumetric filler

CREAM FILLING

- Monoblock filler (rotary) with inline video jet coding

POWDER FILLING (LOOSE)

- Fully automatic filling line 2x twin head auger fillers, auto plus insertion
- Auto cap placement and tighten, auto shrink band application, auto base label application
- Video ink jet coding
- Single head auger filler

HOT POUR FILLING

- 4 hot pour kettles

LIP-GLOSS / MASCARA FILLING

- 4 single head volumetric pressure fillers

LIQUID / FRAGRANCE FILLER

- Flameproof monoblock filler with inline coding and front or wrap label application

GENERAL PACK OFF LINES

- 10 thirty foot long general pack off lines

MANUFACTURING EQUIPMENT

- Process Water Treatment System Including
 - AquaFine UV Disinfection Unit
 - (3) 5 Micron Cartridge Filters
- (2) S.S. Cartridge Type Filters & Water Softening System
- (2) Hydro-Miser Mod. 14.MIR-22, Refrigerant Water Chillers

LIQUIDS AND EMULSIONS

- Woo Won Machinery Mod. 150L, Ultra Mixer 150 Liter Batch Process/Mix Systems w/Scraped Surface Homogenizing Vacuum Mixer & (2) Jacketed Tanks
- Woo Won Machinery Mod. 1000L, Ultra Mixer 1000 Liter Batch Process/Mix System w/Jacketed Scraped Surface Homogenizing Vacuum Mixer & (2) Jacketed Tanks
- Woo Won Machinery Port. 5 H.P. High Shear Mixer
- Scott Turbon Mixer Mod. HRSV5A25SSA3, 25 H.P. High Shear Mixer System
- Port. 10 H.P. High Shear Mixer Mounted On Presto Hyd. Hoist Cart.
- Waukesha Size 55, S.S. Rotary Pos. Disp. Pump w/VFD
- (3) Globe 1000 Gal., Single Wall, Flat Top & Bottom S.S. Storage Tanks w/Top Manways
- (3) Approx. 100 Gal. Port. S.S. Batch Tanks
- (3) Grand Metal Products 500 Gal. Single Wall S.S. Tanks w/Covers
- 30 Gal. S.S. Pressure Vessel Batch Tank
- 1" x 1 1/2" S.S. Cent. Pump
- 3000 Gal. Jacketed Dome-Top & Bottom S.S. Process Tank w/ Top Mounted Agitator
- Globe 1200 Gal. 2/3 Jacketed Open-Top S.S. Mix Tank w/Top Mounted Agitator
- 550 Gal. 2/3 Dimple Jacketed Open-Top S.S. Mix Tank w/Top Mounted Agitator
- (2005) Woo Jung Bubble Out Tank
- (3) 60 Gal. Tilt Discharge S.S. Steam Kettles
- Will-Flow 315 Gal. S.S. Dimple-Jacketed Batch Tank

MANUFACTURING EQUIPMENT

continued...

- Gifford Wood 300 Gal. S.S. Steam Kettle
- VE-TRA-CO S.S. Jacketed Tilt Discharge High Schmeer Batch Mixer, 10 H.P. Drive
- S.S. Jacketed Tilt Discharge High Shear Batch Mixer, 10 H.P. Drive
- S.S. Jacketed Tilt Discharge High Shear Batch Mixer 7.5 H.P. Drive
- (2) 30 Gal. Tilt Discharge S.S. Steam Kettles
- 20 Gal. S.S. Steam Kettle
- (4) Will-Flow 15 Gal. Dimple-Jacketed Steam Kettles w/Clamp-On Pneu. Drive Agitators
- Hamilton 120 Gal. Dbl.-Agitated Scraped Surface Tilt Discharge S.S. Steam Kettle
- 120 Gal. Tilt Discharge S.S. Steam Kettle w/Clamp-On Pneu. Drive Agitator
- Legion 60 Gal. S.S. Steam Kettle
- Keith Machinery 3-Roll Roller Mill, 6'6" x 14"L Rolls
- Port. Lightnin Type Propeller Mixer
- (2) Will-Flow 100 Gal. S.S. Dimple-Jacketed Batch Tanks
- (3) Waukesha Mod. 030, S.S. Rotary Pos. Disp. Pumps
- Waukesha Mod. M5, 2" Shear Pump
- (7) 12" Dia. X 36"L S.S. Pressure Vessel Filler Supply Tanks
- CSM Mod. V304, Single-Wall S.S. Storage Tank w/Top-Mounted Agitator
- Globe 2000 Gal. Open Top Jacketed S.S. Storage Tank
- (2) Husky 1" Sanitary Pneu. Diaphragm Pumps w/ S.S. Canister Filters
- (2) Crane 2" Sanitary Pneu. Diaphragm Pumps w/ S.S. Canister Filters

MANUFACTURING EQUIPMENT

continued...

FILLERS AND CAPPERS

- Single-Head Auger Filler
- (3) Custom 4-Head Inline Lotion Bottle Fillers w/Indexing Conveyors
- Biner-Ellison 6-Head Inline Pressure Filler
- (1999) IWKA Mod. TFS-10, 10-Station Rotary Tube Hot Filler
- (2) Pack West Mod. Auto 120, 6-Quill Screw Cappers w/Cap Feeders
- Simplex Single-Head Mech. Piston Filler
- (2) Biner-Ellison Single-Head Pnea. Piston Fillers
- Mod. HC2004-1, Single Head Pnea. Piston Filler
- Comas Mod. RF100, 16-Station Rotary Filler
- (6) Custom Dosing Canisters
- (2004) Techno Fluss Mod. MM2, Rotary Tube Filler w/Pneu. Piston Feeder
- All-Fill Mod. 205, Single-Head Pneu. Piston Filler
- (4) Kemwall Single-Head Pneu. Piston Mascara Fillers
- Pro-Packer Mod. SM-CR-2, Single Head Mech. Piston Filler
- AMS Dual Head Auger Filler w/Indexing Conveyor & (2) Lazy Susans

LABELERS

- (2001) CVC Mod. 300II, Pressure-Sensitive Wraparound Labeler
- (3) (2002) CVC Mod. 200II, Pressure-Sensitive Spot Labelers
- (2) (2006) CVC Mod. CVC400, Pressure-Sensitive Front & Back Labelers
- (2) (2001 & 2002) CVC Technologies Mod. CVC120, Pressure-Sensitive Label Embossing Rewinders

MANUFACTURING EQUIPMENT

continued...

LIPSTICKS AND HOT POUR FILLERS

- (3) S.S. Bench Top Hot Pour Lipstick Color Benders
- (8) Cavalla Mod. K-30, Port. Hot Pour Piston Fillers w/Agitated Hold Tanks
- Cavalla 6-Head Lipstick Filler Set-Up For Lip Gloss Cups
- Refrigerated Table
- Woojung Tech Co. Mod. LIPTHIL-3AL, Fully Automatic Lipstick Tube Filling Machine
- Misc. Equipment Including
 - (8) Hot Dispensing Stands
 - Port. 10 H.P. High Schmeear Mixer
 - G&H Rotary Pump
 - Accumulation Disks

POWDER COMPOUNDING AND PRESSING

- (2) (1992) Dosa-Pack Compa Pack 100/DSR/AD, Mod. 16, Cosmetic Powder Presses
- Woojung Tech Co. Mod. JMP-6L, 6-Color Cosmetic Powder Press
- (3) Woojung Tech Co. Mod. Mpress-3AL, Fully Automatic Powder Press
 - (2) 5 Color
 - 4 Color
- Woojung Tech Co. Mod. MBKPOWDER-3AL, Fully Automatic 4-Color Terracotta Base Powder Cake Forming System
- S.S. Dbl. Ribbon Blender, Approx. 75 Cu. Ft. Cap., 20 H.P. Drive
- Ross Mod. 42N-36, S.S. Dbl. Ribbon Blender. 20 H.P. Drive
- (2) Pulverizing Machinery Co. Mod. 2TH, Mikro Pulverizers, 6" Hammermill, 20 H.P. Drives
- (3) Pulverizing Machinery Co. Mod. 2DH, Mikro Pulverizers, 6" Hammermill, 10 H.P. Drives
- (2) Mild Steel Dbl. Ribbon Blenders, Approx. 20 Cu. Ft. Cap.

MANUFACTURING EQUIPMENT

continued...

- (2) JH Day S.S. Dbl. Ribbon Blenders, Approx. 35 Cu. Ft. Cap., 10 H.P. V.S. Gear Drives
- Jetpharma Mod. MC Jet Mill 300, 300 Mill w/Cyclone Receiver & Dust Control System
- Comet Mod. 3KV, V.S. Vert. Mill
- (3) Co-Pack Mod. Compatta 100PS, Cosmetic Powder Presses, Programmable Controls
- (2) I.R. Mod. SSR-EP25SE, 25 H.P. Rotary Screw Air Compressors
- (4) (1988) Dosa-Pack Mod. 14, Cosmetic Powder Presses

PRODUCT CODING AND SHRINK WRAPPING DEVICES

- (3) (2005-2006) Markem Mod. Smartlase 110, Laser Marking Systems
- Videojet Mod. 1510, Inkjet Coder
- (4) Axon Mod. EZ-Seal Mod. EZ-100, Tamper-Evident Slevvers w/Heat Shrink Tunnels
- Belco 24" Heat Shrink Tunnel
- (2) Domino Mod. A100, Inkjet Coders
- (8) Videojet Excel Inkjet Coders
- (2) Videojet A100, Inkjet Coders
- Axon Mod. EZ-Seal EZ-200, Tamper-Evident Sleever w/Heat Shrink Tunnel

ASSEMBLY EQUIPMENT

- (6) 38"W x 40'L S.S. Packout Conveyors
- (7) 36"W x 40'L Mild Steel Packout Conveyors
- (2) AMS 48" Dia. Packout Accumulation Disks

CUSTOMER SERVICE

Consider us your in-house product development team and “one-stop” shop for Formulating, Manufacturing, and Assembly services. Cosmetic Group USA, Inc. guides your initial concept through formula development, compatible component evaluation, industrialization, and scalability. Every client has access to:

THE LAB

- Cosmetic Group USA, Inc.’s discovery process
- Full R&D capabilities
- Development
 - Color cosmetics
 - Skincare
 - Fragrance
 - Personal care
 - SPF
 - Hair care
- Testing across multiple platforms
- Pilot batching
- Press sampling
- Formula transfers

THE FACTORY

- Custom expert compounding, filling, and assembly
- Innovative manufacturing technology, precision assembly with 12 unique assembly lines
- Temperature controlled label storage
- Component storage

THE SERVICE

- Project management
- Real-time project tracking
- Timely quoting
- Inventory reconciliation
- Testing management
- Scalable capacity
- Regulatory and compliance review
- Collaboration with client marketing team to ensure smooth product launch
- Seasonal, on-trend product presentations

*Cosmetic Group USA, Inc. can make everything except nail formulations and wood pencils.

CUSTOMER SERVICE

continued...

We make the impossible possible by enlisting our long-term, trusted industry partners on your behalf. Your product will be provided at the agreed up on time. Delivery dates will be negotiated and agreed upon for each order. Our customer representatives provide routine feedback to our customers, so you will know the exact status of your order. Cosmetic Group USA, Inc. is dedicated to meeting your expected delivery date.

THE SERVICES

Cosmetic Group USA, Inc. offers the following services for our customers:

- Research and development of all Beauty Product
- Stability and compatibility testing for all new formulations
- Procurement of all raw materials
- On site compounding, filling, assembly, and component storage
- Quality Control of each manufacturing process
- FDA approved facility of OTC products
- Eco-Cert approved facility
- Inventory reconciliation on each work order
- The Customer Service team provides constant tracking throughout each order

QUALITY ASSURANCE

Cosmetic Group USA, Inc. is committed to adding value to our products by focusing on those Quality Assurance activities that allow us to successfully define, measure and meet all of our customer requirements. We will work with you to help define your quality expectations, and then we will manufacture products that exceed these expectations. Our quality management system provides the framework for continual improvement and thus increases the probability of enhancing customer satisfaction. It effectively provides the company and its customers with the confidence that the service and products will be delivered consistently to predetermined high standards.

THE COMMITMENT

- Quality control management systems and processes that enable the delivery of the highest practicable quality products and services.
- Ensure that while supporting the business service, the principal quality control objective is to set the standards that will deliver consistently high quality work, customer satisfaction and continual improvement in the level of service.
- Clear understanding of our customers' requirements and expectations.
- Implement quality control management in a systematic and planned manner.
- Continually review and improve our processes and levels of service.
- "Quality is everyone's responsibility" approach. All staff are responsible for the ownership and undertaking of their quality management functions in accordance with this Policy Standard and for its implementation within the framework of Cosmetic Group USA, Inc.'s Standard Operating Procedures.
- Adequately trained, motivated and competent staff.
- Quality Audits will be performed annually under the requirements of the relevant standards. All audits produce a detailed report identifying areas for improvement, specifying the corrective action required.

To demonstrate compliance with this Policy Standard, the following documentation is available for audit:

- Quality Management Policy
- Standard Operating Procedures
- Internal Audit Reports
- Training Records

WHAT TO EXPECT

LEAD TIME PURCHASE ORDER TO SHIPMENT

The following information explains what is involved in the processing of customers' purchase orders. It is a very coordinated effort between all Cosmetic Group USA, Inc. (here in CGUSA) departments to produce quality finished goods.

CGUSA's standard production lead time is 10 weeks from the acknowledged receipt date of the purchase order provided all the customer's labeling and packaging components as well as a finished goods schematic are in the CGUSA warehouse within Four (4) weeks prior to the date of the acknowledged order Due Date. If CGUSA receives any labeling and/or packaging components after 4 weeks prior to the Due Date, the lead time is increased by the number of weeks the components are late. Should the customer supplied components arrive more than 3 weeks beyond the delivery date a 5% fee will be added to the Purchase Order Invoice for each additional week the components are late.

This lead time includes microbiological tests conducted for bulk and finished goods (if applicable). OTC and/or SPF products that require additional testing will have extended lead times.

In the event that there is a raw ingredient shortage on the part of the material supplier for an acknowledged order, the account executive will notify the customer immediately, as this may affect the lead time.

CGUSA price quotes are based upon full production runs and the manpower required for processing full production runs. As such, CGUSA reserves the right to impose additional set-up fees should the customer request a production run be partially completed due to the inability of the customer to provide components for a full production run.

Customers who require delivery of their products in less than the standard lead time described above will be charged an expedite fee as CGUSA may have to air-ship raw ingredients and/or schedule over-time hours for CGUSA's production staff. In addition, in order to accommodate the expedited ship date, CGUSA may require that our customer's personnel provide a waiver for quality control inspection.

(continued on next page)

Although CGUSA has incoming quality control inspectors scrutinizing customers' labeling and packaging components when they are received, CGUSA will not provide a 100% inspection without prior fee agreements in writing.

The customer is responsible for providing CGUSA with quality labeling and packaging components. The account executive will notify the customer immediately should there be any component issues. CGUSA will proceed with the release and use of the components in question upon notification of customer's approval. Additional charges will be imposed if CGUSA's quality control personnel are required to conduct a more thorough inspection. CGUSA recommends that customers charge these costs back to their labeling and/or packaging suppliers.

CGUSA's lead time is based upon the cooperation of our customers' personnel. It is anticipated by CGUSA that our customers will respond quickly to our product sample submissions. We request that sample submission forms be returned to CGUSA within 24 hours of receipt. Any delays associated with the approval process will impact CGUSA's ship dates.

As an authorized representative of the company listed below, I have read and understand all the above policies and procedures detailed above. My signature below attests my acceptance to all the terms and practices described herein.

Company Name & Address

By: _____
(Please Print Name)

(Signature)

Title: _____

ORDERING INFORMATION

PRICING

Prices for all products vary and depend on a product's formula and the staff required to create the product. Your account executive will provide you with pricing information when Cosmetic Group USA, Inc. (herein CGUSA) receives final packaging and written approval of final lab sample submissions. Changes to packaging, approved formulas or previously quoted bills of material may result in a price adjustment. If a customer should require a preliminary price quote CGUSA reserves the right to adjust the quote at its discretion once a formula and Bill of material are finalized, and a line trial has been conducted. Quotes are considered final when a formal quote letter has been signed by the authorizing CGUSA staff member and countersigned by the customer.

FORMULATIONS & LAB SAMPLE SUBMISSIONS

The lab project fee is \$1,000 per product category and includes five shades and three sample submissions. CGUSA requests that customers provide approval or rejection of lab samples in writing on the lab sample submissions form within 24 hours after receipt of the sample.

FIRST PRODUCTION BATCH SAMPLE SUBMISSIONS

Production batch samples will be submitted for approval up to three times if necessary. CGUSA requests that customers provide approval or rejection of production samples in writing on the production sample submission form within 24 hours after receipt of the sample. Any delays in responding to submission forms in writing may impact anticipated ship dates.

MINIMUM ORDER REQUIREMENTS & REORDER REQUIREMENTS

5,000 units per SKU. Should your item have multiple shades each shade is equal to 1 SKU.

PAYMENT TERMS FOR SUBSEQUENT ORDERS

Initial order: 50% payment with purchase order and 50% payment prior to shipment of goods.

Net 30 days payment terms may be requested and depend on approval of credit application.

Payments may be made in cash, company check, certified check or money order. Credit cards are not accepted.

FREIGHT

F.O.B. Cosmetic Group USA, Inc.

CANCELLATION OF A PURCHASE ORDER

Changes to or a cancellation of a purchase order must be made within five working days of CGUSA's receipt of a purchase order. Should the purchase order be cancelled more than five working days after CGUSA receives it, the customer will be subject to a cancellation fee up to 100% of the order if filling has already commenced.

RETURN POLICY

Cosmetic Group USA, Inc. has a no return policy as all products are made to order. If products are returned due to customer's refusal or error, the customer will be charged a 25% INSPECTION fee in addition to the Purchase Order invoice amount. No refunds are given.

As an authorized representative of the company listed below, I have read and understand all the above policies and procedures detailed above. My signature below attests my acceptance to all the terms and practices described herein.

Company Name & Address

By: _____
(Please Print Name)

(Signature)

Title: _____

LABELING & PACKAGING COMPONENT RECEIVING POLICIES

In an effort to maintain efficiency and to coordinate the timely processing of acknowledged purchase orders, Cosmetic Group USA, Inc. (herein “CGUSA”) requests that customers provide all labeling and packaging components within four (4) weeks of an acknowledged purchase order Due Date in the following manner:

- All shipments must include a packing slip in order to be received by CGUSA warehouse personnel.
- Packing slips must include the part number and description of the components within.
- The outside of the box or carton being received must indicate the quantity, part number, and description of components enclosed.
- Incorporate scrap factors in shipment quantities. Please see attached the document on scrap factors.
- Please see the attached specification sheet on labels and provide your account executive with finished-good schematics outlining assembly instructions.
- CGUSA prefers to receive products on 40x48 four-way pallets with a maximum height of 60”. Products should fit squarely on the pallet without overhang.
- CGUSA will not pay for damaged product received. The safe handling of pallets and their contents are the responsibility of the customer and their vendors and carriers.
- All Master Cartons shipped to CGUSA must be marked with the following details:
 - o Item #
 - o Lot #
 - o Expiration date (if necessary)
 - o Customer & Vendor name
 - o Quantity
 - o Partial cartons marked
 - o Country of origin
- All components for a purchase order must be received by CGUSA within 4 weeks of the purchase order acknowledgment Due Date.

(continued on next page)

- Any changes being made to the original bill of materials must be received with the purchase order and before the components are received by CGUSA.
- Shipments received without proper paperwork, as outlined above, will be placed on hold until information is received. This could delay the processing of your Purchase Order and affect your ship date. Each occurrence of non-complaint receipts will be sent to the customer for corrective action. After the 3rd non-complaint receipt CGUSA will impose a 10% fee to the corresponding Purchase Order invoice.
- Ship to Cosmetic Group USA, Inc. Warehouse, 8430 Tujunga Ave., Sun Valley, CA 91352.
- Receiving hours are 7:00 a.m. to 3:30 p.m. PST.

Upon completion of an order, any excess labeling and/or packaging components will be returned to the customer. CGUSA will only store labeling and/or packaging components allocated for an open purchase order, or for those clients who provide a rolling 12 month committed forecast.

CGUSA may impose a storage fee for any labeling and/or packaging components CGUSA stores, which are not allocated for an open purchase order or committed forecast. CGUSA reserves the right to return components to the customer at the customers cost after 90 days of storage without the receipt of a purchase order or committed forecast. Account executives will notify customers before components are returned.

As an authorized representative of the company listed below, I have read and understand all the above policies and procedures detailed above. My signature below attests my acceptance to all the terms and practices laid out.

Company Name & Address

By: _____
(Please Print Name)

(Signature)

Title: _____

SCRAP FACTOR (Industry Standards)

PRODUCT	SCRAP FACTOR	PRODUCT	SCRAP FACTOR
Applicator	3%	Plaque	3%
Bottles	5%	Plastic Inserts	5%
Brush	3%	Puff	5%
Caps	3%	Shipper	3%
Collector's Label	10%	Sifter	3%
Compact	3%	Sponge	5%
Component Shade Label	10%	Tester Label	10%
Mylar Insert	5%	Tin Base	3%
Packer	5%	Tin Cap	3%
Packer Label	10%	Tubes/Vials	10%
Pan (Aluminum)	3%	Unit Carton Shade Label	10%
Pan (Tin)	3%	Unit Cartons	5%
Pencil Barrels	3%	UPC Label	10%

NOTE

All Purchase Orders that do not include the scrap factor are subject to short shipment.

CUSTOMER CHECK LIST SHEET/BILL OF MATERIAL

Customer Information

Customer _____
 Contact _____
 Telephone _____

Production Information

Product Name _____
 Product Type _____
 Formula Key _____

Please check one.

- | | | |
|---------------------------------------|---|--|
| <input type="checkbox"/> New Customer | <input type="checkbox"/> Order Change | <input type="checkbox"/> Formula Change |
| <input type="checkbox"/> New Product | <input type="checkbox"/> Component Change | <input type="checkbox"/> Raw Ingredient Change |

Items	Yes	No	Customer Supplied	Special Instructions
Adhesives				
Applicator (Dbl/Single)				
Base				
Bottle				
Brush				
Cannister				
Cap				
Clam Shell				
Compact				
Divider				
Jar				
Label: Bottom				
Label: Top				
Label: Unit Carton				
Label: UPC				

(continued on next page)

Items	Yes	No	Customer Supplied	Special Instructions
Mylar				
Nest				
Packer				
Pan				
Puff				
Seal				
Shade Dot/Bottom Label				
Shipper				
Shrinkband/Shrinkwrap				
Sifter				
Sponge				
Tube				
Unit Carton				
Unit Carton Shade Dot				
Vial				
Wiper				

Formula/Raw Ingredient Change (please specify):

PURCHASE ORDER AGREEMENT

Purchase Order Number: 0000000001

Cosmetic Group USA, Inc. ("CGUSA") agrees to develop, assemble, package, label and/or provide products ("Product") for the person or entity ("Customer") identified below on this Purchase Order Agreement ("P.O."). Subject to CGUSA's standard lead time ten (10) weeks (50 business days) from CGUSA's acceptance of this P.O., receipt from Customer a deposit for this P.O. (unless waived by CGUSA in writing), and Customer delivery within four (4) weeks of acknowledged Due Date of any and all Product components, labels, packing, packaging, material, master shippers, and all other materials necessary to assembly and complete the Product. Customer supplied components arriving more than 3 weeks after the acknowledged P.O. delivery date are subject to a weekly 5% fee until full receipt of the components. CGUSA shall deliver and Customer agrees to accept and pay for the Product in the quantities set forth on the P.O. Acknowledgement and payable as follows: 50% deposit with order and 50% prior to shipments of the order. Delivery terms are subject to change by CGUSA without notice. Customer assumes all risk of delays associated with CGUSA's standard lead-time. Delivery sooner than the standard lead-time shall be subject to a 25% additional charge per unit. If Customer cancels all or part of this P.O. after CGUSA has commenced filling the P.O., then Customer shall pay full price. Customer has no right to inspect until after full payment. Shortages of or damage to Product not to exceed 5% of the P.O. quantity shall be deemed conforming, and Product shall not be subject to rejection, and Customer shall pay full price. CGUSA shall not be responsible for nor shall there be any deduction offset, damage, claim or liability of CGUSA for damage and/or shortage in excess of 5% of the total P.O. quantity unless Customer notifies CGUSA in writing of the specific shortage, damage, or other non-conformity within six (6) business days of Customer's receipt of the Product at point of destination if shipped or CGUSA facilities if directly received by Customer. CGUSA shall have the right to cure nonconformities in Products or in their tender within a commercially reasonable period of time. Title to Product passes to Customer and Customer assumes any and all risk of loss (whether casualty or otherwise) and regardless of whether CGUSA arranges for shipment and/or insurance for shipment, upon delivery to a carrier for transport or as otherwise delivered by CGUSA to Customer at CGUSA facilities as the point of origin. Unless CGUSA agrees in writing, any balance of the P.O. purchase price is due and payable upon CGUSA's notification of completion of the P.O. and prior to its delivery. All late payments shall be subject to a late fee equal to 1.5% per month.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CGUSA EXPRESSLY EXCLUDES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PRODUCT SOLD BY CGUSA TO CUSTOMER MEETS OR OTHERWISE SATISFIES ANY INTERNATIONAL, FOREIGN COUNTRY'S, FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, CODES, ORDINANCES, STANDARDS, OR RULINGS.

CGUSA shall not be liable to Customer or anyone claiming through Customer, for any special, incidental, indirect or consequential damages of any kind whatsoever, whether such damages arise from the use, inability to use, failure of, defects in, the conditions of, delay in delivery of, or non-delivery of, the Product, or any component thereof. Customer agrees to indemnify, defend (with counsel selected by CGUSA) and otherwise hold CGUSA free and harmless from and against any and all claims, demands, judgments, liens, costs, expenses, penalties (to the fullest extent permissible under law), awards, assessments, stop notices, injunctions, actions, suits, proceedings, mediations, arbitrations, statutes, ordinances, governmental regulations or orders, arising out of or in connection with the Product, CGUSA's development, assembly, packaging, labeling, or delivery thereof, or any claim (including claims for product liability, negligence, breach of contract or warranty) the Product caused personal injury or property damage and whether or not associated with the Product's design, assembly, manufacture, packaging, labeling, advertisement, distribution, sale, consumption and/or use by Customer or any third parties (including Customer's customers and/or the ultimate user of Product). Customer's foregoing indemnity obligations shall also include, without limitations, the reasonable consultants' fees and investigation costs incurred by CGUSA. Customer covenants to name CGUSA as an additional insured on each and every policy of insurance covering commercial liability, products liability, and infringement of copyright, trademark, patent, trade secret or any other intellectual property right in connection with the Product, or any component thereof.

Customer shall inform CGUSA, in writing, of all applicable federal, state, or local laws, regulations, codes, ordinances, standards, or rulings, including without limitation any regulatory or certifying governmental agencies of any jurisdiction (foreign and domestic) in which the Product shall be sold, advertised, distributed and/or consumed, including, without limitation those of the FDA ("Laws"). Customer represents and warrants that the Product complies with all such Laws. Furthermore, all permits, licenses, approvals, inspection fees, and sales or use taxes necessary for advertising, distribution, and/or sale of the Product in any jurisdiction (whether foreign or domestic) shall be secured and paid for by Customer. This P.O. CGUSA is subject to any Non-disclosure Agreement ("NDA") and/or Product Development License ("PDL") previously or concurrently executed herewith. Customer is hereby granted a non exclusive license to use any CGUSA proprietary formulas as a component of the finished Product. Customer shall not reverse engineer, disassemble or otherwise utilize CGUSA proprietary formula or any other Proprietary Information (as that term is defined in any NDA) for any purpose including any other product, good or service. CGUSA shall retain all right, title and interest in and to the fragrance formulas, other formulas, assembly methodology, and all other Proprietary Information.

This P.O. may not be modified or amended except by express written agreement of the parties. The failure to insist upon strict performance of any provision of this P.O. shall not be construed as a waiver of the future right to require strict compliance with any such provision. If any provision of this P.O. is held invalid or unenforceable the remaining provisions shall be construed without regard to such invalid or unenforceable provision. Customer shall not assign any rights or obligations under this P.O. CGUSA may assign this P.O. and may utilize third parties, all or in part, to fulfill its obligations under the P.O. This P.O. shall be governed by and construed in accordance with the laws of the State of California. The prevailing party in any arbitration, action, suit or other proceeding brought in connection with this P.O. shall be entitled to recover all their reasonable expenses including attorney fees, costs, and necessary disbursements.

Any dispute where an amount in controversy exceeds \$5,000 between the parties in connection to this P.O. shall be submitted to binding arbitration ("Submitted Matter") through the alternative dispute resolution services ("ADR") of Judicial Arbitration Mediation Services, Inc. ("JAMS") in Los Angeles County pursuant to California Code of Civil Procedure sections 1283 et. seq. The courts in the State of California shall have exclusive jurisdiction of the parties and any other controversy arising out of or in connection with this P.O. Subject to any NDA and/or PDL, this P.O. is intended to be the final expression of the agreement between CGUSA and Customer. In the event of interruption of CGUSA's business (all or in part) by reason of fire, flood, wind, storm, earthquake, war, strike, embargo, acts of God, governmental action, or any cause beyond the control of CGUSA, CGUSA shall have the option of canceling or delaying delivery of all or any part of the P.O. upon written notification to Customer.

(Please Print Name)

(Signature)

(Date)

8430 Tujunga Avenue
Sun Valley, CA 91352
Phone: 818.767.2889
Fax: 818.767.4062
www.cosmeticgroupusa.com

CREDIT APPLICATION

(Please type or print legibly)

Company: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Type of Business: _____ Date Established: _____

Resale #: _____ DUNS #: _____

Sole Proprietorship () Partnership () Corporation () Federal Tax ID#: _____

PRINCIPAL OWNER(S)

Name: _____ Title: _____ SS#: _____

Name: _____ Title: _____ SS#: _____

Name: _____ Title: _____ SS#: _____

OFFICERS

Name: _____ Title: _____

Name: _____ Title: _____

(continued on next page)

BANK INFORMATION

Name: _____ Checking Account #: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

TRADE REFERENCES

Name: _____ Checking Account #: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Name: _____ Checking Account #: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Name: _____ Checking Account #: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

I (We) declare that the information provided on this credit application is true and correct. I (We) hereby authorize the above named bank and trade references to release credit information as needed to Cosmetic Group USA, Inc. I (We) also agree to the credit terms of Cosmetic Group USA, Inc., and I (We) will pay interest on all past due invoices at the highest legal interest rate in effect at the time of default in payments, commencing the first day following the due date. Cosmetic Group USA, Inc. reserves the right to declare all invoices due and payable in the event of default in payment on any invoice; the credit terms and limit may be revoked or changed by Cosmetic Group USA, Inc. at any time. I (We) agree to reimburse Cosmetic Group USA, Inc. for all costs, expenses, and applicable services charges; the collection of the indebtedness by a collection agency; court costs, and attorney fees permitted by law. I (We) further agree that should a dispute arise concerning the terms and conditions of this agreement or any transactions, and Cosmetic Group USA, Inc. files legal action, the venue of said action shall be in the state of California, county and city in which the home office of Cosmetic Group USA, Inc. is located.

Authorized signature of Owner, Partner, or Corporate Officer only:

Printed Name: _____ *Title:* _____ *Date:* _____

FOR OFFICE USE ONLY

Finan Dept Approval: _____ Credit Dept: _____ Sales Mgmt: _____

PMT Terms: _____ CR Limit: _____ Frt Terms: _____ Tax Rate: _____

Carrier: _____ Sales Rep: _____ Territory: _____ D&B Rpt: _____

TEAM CONTACT SHEET

Name: _____

Department: _____ Title: _____

Phone #: _____ Email #: _____

Name: _____

Department: _____ Title: _____

Phone #: _____ Email #: _____

Name: _____

Department: _____ Title: _____

Phone #: _____ Email #: _____

Name: _____

Department: _____ Title: _____

Phone #: _____ Email #: _____

Name: _____

Department: _____ Title: _____

Phone #: _____ Email #: _____

Name: _____

Department: _____ Title: _____

Phone #: _____ Email #: _____



R&D Global Product Brief

Initiation Date:	
Revision #:	
Revision Date:	
Reason for Change:	

Company Name _____
Contact Person info _____
Product Name _____
Product Type _____
of Sku's/Size/Timing: _____

	Size	Timing (if not at launch)
Domestic		
Universal		
Mini		
Samples		
Other		

Product Concept: _____

Flavor: _____

Formula:

Benchmark: Samples should be provided to Supplier for reference.		
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Key Benefits/Aesthetics:

Performance	
Form	
Appearance	
Appearance on lips	
End result	
% Natural	

Packaging Concept:	
---------------------------	--

Target Costs:	
----------------------	--

Volume Estimates:	
--------------------------	--

Formula Testing:		
Required		Comments

Desired Claims	Testing Required	Comments

REQUIRED Key Ingredient(s):	Functional Level	Benefit

FORMULATION AND MANUFACTURING REQUIREMENTS

FORMS:

INGREDIENTS:

SUBMISSIONS/FORMULA:

PILOT BATCH:

CLAIMS TESTING:

QUALITY:

**MICRO-CHALLENGE
TESTING:**

SAFETY TESTING:

STABILITY TESTING:

**PACKAGE COMPATIBILITY
TESTING:**

SHIP TEST:

GRAPHIC DESIGN:

COSTING:

LIST CONTACTS:

Forms and Contracts/ Global Strategic Sourcing	
Product Development	
Project Manager	
R&D	
Clinical/Safety	
Regulatory	
Quality	
Packaging (components and deco)	
Product Supply Organization/PSO Lead (production and costing)	