



# General Terms and Conditions of Sale for Goods

March 24, 2020

## 1. Definitions

The following capitalized terms shall have the meaning set out below:

GTCS means the following General Terms and Conditions of Sale.

The Seller means MANE USA INC. or any of its subsidiaries.

The Buyer means any individual or legal entity ordering or purchasing Products from the Seller.

Products means the materials proposed or supplied by the Seller to the Buyer.

Information means commercial, financial, technical and/or scientific information whatsoever disclosed by the Seller to the Buyer within the framework of the sale of the Products, including but not limited to technical specifications, formulae, samples, methods and know-how.

Party means the collective or individual designation of the Buyer and the Seller.

Unless clearly inappropriate, singular terms refer also to the plural number and vice versa.

## 2. Applicability of the GTCS

These GTCS apply to all sales of Products by the Seller and set forth the terms and conditions under which the Seller accepts to supply the Products to the Buyer.

Any additional or different terms and conditions of purchase are expressly rejected. No specific term issued by the Buyer which may appear on the purchase order or on any document communicated by the Buyer, shall alter or prevail over these GTCS unless agreed in writing by the Seller.

Unless stated otherwise in the offer, price and delivery quotations are valid for 30 days from issue and subject to confirmation upon receipt of order.

## 3. Orders

Any order placed by the Buyer with the Seller implies the acceptance of the GTCS without any reservations. The orders are only binding on the Seller upon issuance of Seller's order confirmation.

No order modification or cancellation will be permitted except with the prior written consent of the Seller, subject to cost and schedule impact.

Unless otherwise agreed in writing by the Seller, the minimum order is US\$500 (taxes excluded).

## 4. Delivery and Risk of Loss

Delivery dates are specified by the Seller on the order confirmation for estimates and not a guarantee. Delivery after the date shown shall not allow the Buyer to cancel the order, reject the Products or claim damages.

Except otherwise stated on the order confirmation or approved in writing by the Seller, shipping term is FCA Seller's factory (Incoterms 2020).

## 5. Inspection Period

Upon receipt of the Products, the Buyer shall examine the Products. Notes about shortages, excess, alteration or apparently damaged Products must be noted on the bill of lading and reported to the carrier.

Buyer must notify seller of any rejection of the Products five (5) days of delivery. Failure to reject the goods within this time shall be deemed an acceptance. For any defect not reasonably discoverable by the Buyer upon receipt, the Buyer shall, give notice to the Seller within five (5) days following the discovery of the defect, and no later than ninety (90) days after delivery of the Products.

The Products may not be returned to the Seller without its prior written approval.

Any claims are subject to verification by Seller via sampling or at Buyer's premises, at Seller's sole election. No claims will be accepted after the Products are resold, incorporated, or altered by Buyer.

## 6. Prices

All prices are net and exclusive of any applicable taxes, customs duties, delivery and insurance costs. Unless otherwise agreed, prices are quoted in US Dollars FCA Seller's factory (Incoterms 2020). Quoted prices are subject to change due to increases in raw materials.

## 7. Payment

The invoices are payable NET 30 by check, ACH, or wire transfer, unless otherwise agreed in writing by the Seller or stated on the invoice. Amounts outstanding beyond the stated due date shall bear interest at the rate of one percent (1%) per month, compounding monthly. Buyer shall be responsible for all reasonable costs incurred in collecting past due invoices, including attorney's fees.

Buyer grants Seller a security interest in any Products delivered until payment is made in full.

## 8. Retention of title

Title shall transfer upon payment in full of associated invoices.

## 9. Warranty

The Seller warrants that the Products comply with the technical specifications provided by the Seller.

**ALL WARRANTIES OTHER THAN THOSE SET FORTH IN THESE GTCS, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**

The warranty shall not apply to the extent that:

- the claim has not been submitted in accordance with section 5, above
  - the claim has been waived due to the resale, incorporation, or alteration of the Products by the Buyer or a third party.
  - the Buyer has made an improper use of the Products or failed to preserve or store the Products according to the Seller's instructions.
- In the event of non-conformance with the agreed-to specifications, Seller may, at its sole discretion, replace the Products at its own expense or reimburse the defective Products as the Buyer's sole and complete remedy for non-conforming Products.

## 10. Purpose and Preservation of the Products.

The Products are to be incorporated into Buyer's final products.

The Buyer must not resell or repackage the Products in order to distribute the same to third parties without incorporation without Seller's consent.

It is the Buyer's responsibility to ensure that its own final products incorporating Products incorporation comply with all applicable laws and regulations of the country in which the same are marketed.

## 11. Liability

In no event shall the Seller be liable for any special, indirect, incidental, punitive or consequential damages of any kind, including, without limitation, loss of use, loss of profits or revenues or other economic loss. **THE SELLER'S AGGREGATE LIABILITY, IN RESPECT OF THE SALE OF THE PRODUCTS TO THE BUYER, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS AT ISSUE.**

## 12. Intellectual Property

All intellectual property rights related to the Products, including but not limited to patents, know-how, trademarks, copyrights and any intellectual property right whether registered or not, are and shall remain the exclusive property of the Seller.

No intellectual property right is either assigned or granted to the Buyer as a result of the sale of the Products. The Seller grants the Buyer a right to use the Products for the sole purpose of manufacturing and marketing the Buyer's products.

The Buyer will not apply for any intellectual property title or seek protection in respect of the Information disclosed by the Seller or the inventions, know-how or technologies developed by the Seller and related to Products.

## 13. Confidentiality

The Information is confidential and will not be disclosed or used by the Buyer for any purpose other than expressly authorized by the Seller.

This confidentiality obligation shall remain applicable indefinitely.

The Buyer shall not perform directly, or indirectly by way of a third party, any analysis of the Products for purposes of reverse engineering, copying, or substitution.

## 14. Force Majeure

The Parties shall not be held liable for the non-performance of any of its obligations when directly or indirectly due to an event of force majeure including but not limited to strike, lock-out, equipment breakdown, epidemic, defect of raw materials or delays caused by a subcontractor or a supplier, inability to pass the cost of a substantial rise in the price of labour or raw materials, or an act of God.

The event of force majeure suspends the performance of the affected Party's obligations for the duration of the event. In case of an event of force majeure exceeding three (3) month, each Party shall be entitled to terminate the unperformed part of the order.

## 15. Assignment or Transfer

The Buyer shall neither transfer nor assign all or part of its rights and obligations hereunder without the prior written consent of the Seller.

## 16. Miscellaneous

Failure by the Seller to exercise any of its rights shall not be deemed to be a waiver of any such right in the future.

If any of the provisions contained in these GTCS shall be illegal or unenforceable for any cause or reason whatsoever, such illegality or unenforceability shall not affect the other provisions hereof.

## 17. Languages

In the event of any conflict between the English version of the GTCS and any translation into another language, the English version shall control.

## 18. Applicable Law and Jurisdiction

The GTCS and all sales hereunder are governed by law of the State of Ohio, without regard to its conflict of laws rules. Any dispute arising out of or in connection with the execution and/or interpretation of the GTCS shall be subject to the exclusive jurisdiction of the state and federal courts of Warren County, Ohio.