



Vitablend USA, LLC - Terms and Conditions of Sale

1. **Applicability.** The applicable supply agreement ("Supply Agreement"), invoice, credit application, purchase order, agreement, or any document(s) ancillary to the foregoing (collectively with the Supply Agreement, the "Agreement"), by and between the entity or person named as the "customer," "purchaser," or "buyer" in the Agreement ("Customer"), and Vitablend USA, LLC, a Delaware limited liability company, together with its Affiliates, (collectively, "Seller") as the seller of Products or Services, collectively as the "Parties," and each as the "Party," is subject to the following general Terms and Conditions of Sale ("T&C"). (An "Affiliate" means any company that Controls, that is Controlled by, or that is under common Control with another company, whether directly or indirectly; and "Control" means the ability to exercise more than fifty percent (50%) of the voting rights with regard to a company, whether directly or indirectly, or the ability to appoint more than half of the members of the board of a company.) These T&C take absolute precedence and prevalence over any terms and conditions of the Customer and acceptance of the Agreement is expressly conditioned on the Customer's assent, whether expressed or deemed as provided below, to the terms and conditions contained herein, as may be modified from time-to-time, including any additional or different terms. Placing a purchase order, execution, or acceptance, as the case may be, of the Agreement by Customer or any acceptance by Customer of Services or Products shall constitute assent by the Customer to these T&C. In the event of any inconsistencies between the Supply Agreement and these T&C, the Supply Agreement shall control. In the event that Customer attempts to change or add any terms and/or conditions, Seller hereby affirmatively rejects any such modification unless expressly and specifically agreed to by Seller in writing. No conduct on the part of Seller, including but not limited to, (i) acceptance of a purchase order without expressly rejecting any Customer pre-printed or standard terms or conditions reflected therein; (ii) delivery of Products; or (iii) acceptance of payment for Products, will constitute acceptance by Seller of such modified or additional terms or conditions, unless acceptance by Seller is duly notified to Customer in writing and signed by an authorized legal representative of Seller. By acceptance of these T&C, whether expressed or deemed, as provided herein, Customer waives the application of any legal provisions that would govern the terms and conditions of the Supply Agreement or other Agreement or modify the interpretation of the same or of these T&Cs, including without limitation to the "knock-out rule," as well as any other similar doctrine under the laws of any relevant jurisdiction, such as the United States Uniform Commercial Code, Mexican Commercial Code, or Federal Civil Code, or that of any political subdivision; therefore, such legal provisions and doctrines shall not apply if interpretation of the Agreement is required under law. Accordingly, upon such acceptance by Customer of these T&C, these T&C shall solely govern all matters pertaining to any Agreement.
2. **Definitions.** Capitalized terms not otherwise defined in these T&C shall have the meanings ascribed to them in the Supply Agreement. "Products": products or goods, as set forth in the Agreement, offered, sold and provided to Customer by Seller. "Services": services, as set forth in the Agreement, offered and provided to Customer by Seller.
3. **Delivery of Services and Products.** Customer may order Services or Products pursuant to these T&C or the Agreement by delivering to Seller a written purchase order specifying the specific Services or Products being ordered, the quantity, delivery date, delivery address, and any other information required by Seller. All purchase orders are subject to acceptance by Seller, in writing. Seller shall provide Customer with the Services or Products for the prices set forth in the Agreement. With respect to the quantity of Products to be delivered, Seller reserves the right to deviate therefrom up to five percent (5%) (upwards or downwards) and in case of a deviation the actual delivered quantity will be invoiced. To the extent Seller accepts an order with an indefinite delivery date, Seller has the right to schedule manufacturing and delivery at its convenience and hold any such Products prior to such delivery at the Customer's sole risk and expense. Customer shall be responsible for all shipping costs, insurance cost, sales tax/duties, use tax/duties, customs, duties, and tariffs associated with the Services or Products in accordance with the agreed Incoterm. Unless otherwise set forth in the Agreement, all Products shall be shipped EXW (Incoterms 2020 or latest version) Seller's facility or premises. In the absence of written agreement between Seller and the Customer, Seller will use its judgment as to the method of shipment and Customer agrees to accept such method of shipment and shall pay for the costs of such shipment. All risk of loss is transferred to Customer when Products are delivered in accordance with the agreed Incoterm. Customer cannot modify, terminate, cancel, or otherwise alter orders, or defer shipment, after acceptance of the order from Seller without the prior written consent of Seller, which may be denied, withheld, or conditioned in Seller's sole discretion. All custom or non-standard items, if any, shall be ordered from Seller and supplied to Customer only on a non-cancellable and non-returnable basis. Delivery times shall be extended for all such custom or non-standard items due to any needed specialty materials or research and development.
4. **Rejection of Products or Services.** In case of Customer's wrongful rejection of Services or Products, or cancellation or repudiation of any Agreement to purchase Services or Products, Customer shall be responsible for and indemnify Seller against liability and expense incurred and commitments made by Seller. In addition to all other damages and remedies, Customer shall pay Seller a cancellation fee equal to fifteen percent (15%) cancellation fee on the contract value of Services completed or Products completed and ready for shipment. In the event Customer fails to timely make payment to Seller of any amounts due and owing to Seller (including any applicable surcharge, tax, or freight charge), Seller shall have the right to terminate any order or any unfulfilled portion thereof, and Seller may terminate any other Agreement between Seller and Customer. Delivery dates are approximate. Seller will not be liable for any delay in performance of the Agreement or delivery of Services or Products, or for any damages suffered by Customer by reason of delay. Acceptance of Products in accordance with Section 6 hereof upon delivery shall constitute a waiver by the Customer of any claim for damages on account of non-shipment or delays in delivery or performance.
5. **Prices.** All prices are subject to change without notice and are excluding VAT and any sales, services, or use taxes, which will be added to an invoice at the applicable percentage. Products are to be billed at the price in effect at the time the shipment is made. Shipments made on or after an effective date of a price change will be billed at the new price. In the event of a price decrease, price adjustment on orders delivered to the carrier or Customer prior to said price change, will not be allowed. Seller shall be entitled to pass on to Customer, by a corresponding adjustment of the price, any increase in prices, changes in exchange rates, import duties, and all other external circumstances increasing the cost price, arising after the conclusion of the order. Furthermore, Customer hereby acknowledges that, due to the global uncertainty, forwarders and suppliers are claiming shortages of equipment and resources as well as transportation disruptions and are therefore imposing significant increases in service fees and charges as well as surcharges with associated delays. As a result, Seller is unable to account for (and Customer hereby acknowledges) shortages of or inability to obtain (upon Seller's usual terms and from its usual sources of supply) suitable or sufficient energy, labor, machinery, facilities, raw materials, transportation, supplies or other resources or services. Accordingly, Products or Services are subject to possible delays, charges, and/or surcharges beyond the control of Seller and its suppliers. In Seller's sole and absolute discretion, these additional charges and/or surcharges shall be added to the invoice provided to Customer and Customer shall agree to pay the same. Seller shall use commercially reasonable efforts to inform Customer if such charges and/or surcharges will occur. Such change of price shall not entitle Customer to full or partial suspension or termination of the Agreement or any compensation. In Seller's sole and absolute discretion, to the maximum extent legally permissible, it shall retain the right to assign, pledge, discount, or factor its accounts receivable or invoices arising out of sales to Customer or any purchase order issued by Customer to a third party.
6. **Inspections and Nonconformity of Products.** Customer shall inspect the Products within TWENTY-FOUR (24) HOURS after delivery of such Products to their shipping destination. Customer shall notify Seller in writing within ten (10) days of delivery of any claimed failure of the Products to conform to the specifications or grade set forth in the Agreement and allow Seller a reasonable opportunity to inspect such Products to enable Seller to verify the alleged nonconformity and, upon such verification, order a replacement shipment (if practicable). Customer's failure to notify Seller within ten (10) days of delivery of any alleged nonconformity of the Products shall constitute an acknowledgement by Customer that the Products delivered conform and shall constitute an irrevocable acceptance of such Products by Customer and any claim by Customer with respect to the foregoing is automatically waived. Any latent defect not reasonably detectable upon receipt of the Products shall be notified to Seller immediately upon Customer's detection, but in no event not later than six (6) months after delivery of Products. Customer's failure to give notice of any latent defect claim within six (6) months after delivery of Products shall be deemed an absolute and unconditional waiver for such claim. All requests for returns to Seller of any nonconforming Products shall be in writing and shall include Customer's

purchase order number, Seller's order confirmation number, Seller's invoice number, any other information required by Seller, and reasonably state the basis for such return. Returns are prohibited without Seller's prior written authorization, which may be withheld in Seller's sole discretion. In the event of a permitted return, Seller shall have the option to charge Customer a restocking fee. No claim, return, or replacement shall be allowed in respect of any Products which have been altered, commingled, misused, neglected, damaged, or stored in any manner. No claim related to Products shall entitle Customer to termination of the Agreement or suspension of any obligation under the Agreement. Seller may require that Customer destroys the Products that would otherwise be returned, in accordance with instructions given by Seller and at Seller's cost, provided that these costs are reasonable and have been approved in advance in writing. If Seller requires that Products be destroyed, Customer shall provide proof of destruction and Seller may require that a representative of Seller will supervise the destruction.

7. Provisions Applicable to Services. Stated delivery terms and dates for Services are estimates only and cannot be considered as a strict deadline. Seller shall make reasonable efforts to respect agreed delivery terms; however, exceeding these terms or dates with less than twenty (20) business days shall not be considered a default and shall not give right to compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of business days and which are attributable to Seller, Seller's liability for loss or damage is at all times limited to a maximum of 2.5% of the order value of the delayed Services and is subject to Section 16. Seller warrants that the Services shall materially comply with any written specifications provided by Seller. Seller makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Services, including, without limitation, the results to be derived from the Services. Customer shall not be entitled to assert claims for defects with regard to the Services if there is only a minor deviation from such specification. Immediately upon Seller rendering the Services, Customer shall inspect the Services for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any event within three (3) business days after rendering of the Services, be notified to Seller. Hidden defects shall be notified to Seller within three (3) business days after discovery but no later than three (3) months after the date on which the Services were rendered. All notifications shall be done in writing and shall include all relevant details. If a claim has not been notified to Seller in conformity with or failing compliance with the obligations in this Section 7, the Services shall be deemed accepted and Seller shall have no liability with respect to any (actual or alleged) defect, deficiency, or non-conformity. In the event of a failure of the Services to meet the warranty described in this Section 7, Seller's liability shall be limited to, at its option: (i) re-performance of the relevant part of the Services without additional charge; or (ii) repayment of the amount paid for such Services. If the non-compliant Services consisted in mixing of ingredients that were put at Seller's disposal by Customer, and if it is not possible to correct the defect, then in addition to (i) or (ii) and subject to Section 16, Seller shall compensate the cost of such ingredients. With respect to Services: no claim shall entitle Customer to dissolution or suspension of the Agreement and no other remedies are permitted other than those enumerated under this Section 7.

8. Payments, Taxes and Accounting. Seller shall invoice Customer for Services or Products, sales services, and use taxes and any shipping costs, customs, duties, and tariffs (in accordance with the agreed Incoterm) associated with the Services or Products (each, an "Invoice"). Unless otherwise agreed in writing with Seller, Customer agrees to pay each Invoice within thirty (30) calendar days following the date of each Invoice. In deviation from the agreed term of payment, Seller reserves the right to deliver C.O.D. or demand advanced payment in which event Customer is obliged thereto, if in Seller's sole opinion such way of payment is required considering the financial position of Customer, which shall be the case if, among other things, Customer does not strictly meet its obligations to Seller or any other supplier and if any of Customer's assets are attached. Seller reserves the right to apply any and all payments to past due balances. Seller's obligation with respect to any errors resulting in Customer overpayments for Services or Products is limited to granting invoice credits equal to the dollar amounts erroneously billed. Under no circumstance will any billing error affect Customer's obligation to pay for Services or Products. Seller shall have the right to employ an attorney to collect any balance due under the T&C and/or Agreement, and Customer agrees to pay all collection costs incurred by Seller, including its reasonable attorney's fees.

YOU, AS CUSTOMER, ACKNOWLEDGE AND AGREE THAT, DUE TO THE INCREASE IN WIRE AND ELECTRONIC COMMUNICATIONS FRAUD, VITABLEND USA, LLC, AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES RARELY CHANGE

OR COMMUNICATE CHANGES TO WIRE TRANSFER OR BANKING OR PAYMENT INSTRUCTIONS ELECTRONICALLY. IN THE EVENT YOU RECEIVE NEW INSTRUCTIONS OR CHANGES TO EXISTING WIRE TRANSFER OR BANKING OR PAYMENT INSTRUCTIONS ELECTRONICALLY, YOU AGREE TO IMMEDIATELY CONTACT YOUR SELLER REPRESENTATIVE BY TELEPHONE TO CONFIRM THE VALIDITY OF SUCH INSTRUCTIONS INDEPENDENTLY. SELLER DISCLAIMS ANY AND ALL LIABILITY ARISING FROM YOUR FAILURE TO COMPLY WITH THE FOREGOING.

9. Retention of Title. Seller retains title to all Products delivered by Seller to Customer. The title of the Products will only pass to Customer when it has fulfilled all its payment obligations under the Agreement or any other agreement with Seller, including that which Customer may owe due to its failure to meet its obligations under those agreements. Irrespective of this retention of title, the risk on the delivered Products will be borne by Customer from the moment of delivery in accordance with the agreed Incoterm. Customer must immediately inform Seller if an attachment has been imposed on the Products delivered and on which the title is still retained. Customer must also immediately notify the attachment creditor of the fact that title of the seized Products rests with Seller. If Customer fails to comply with its payment obligations towards Seller or causes it to have good reason to fear that it will fail in these obligations, Seller shall be entitled to take back the Products on which the title is still retained. After Seller has invoked its retention of title, Customer will allow Seller to enter the places where the retained Products are located.

10. Confidentiality. Seller may, from time to time, provide to Customer or Customer may have access to Seller's Confidential Information. "Confidential Information" shall mean any information in any form disclosed or made available by Seller or its representatives to the Customer or its representatives that the Customer knows or has reason to know (either because such information is marked or otherwise identified by Seller orally or in writing as confidential or proprietary, because it has commercial value, because it is not generally known in the relevant trade or industry, or because a reasonable person would consider it to be confidential) is confidential information, and shall include, without limitation, (i) Seller's trade secrets (defined as information, including, without limitation, the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, recipe, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following: (1) it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) it is the subject of efforts that are reasonable under the circumstances to maintain its secrecy), know how, inventions, ideas, discoveries, developments, processes, formulas, recipes, diagrams, drawings, designs, software, applications, source and object codes, data, programs, improvements, techniques, product data and specifications, test results, and other technical information, Seller's Products and Services and the products and services of its customers and prospective customers; (ii) information concerning Seller's business and/or the business of its customers and prospective customers, including plans for research, development, and new products, cost information, profits, sales information, accounting and financial information, business plans, markets and marketing methods, advertising strategies, customer lists and customer information, purchasing techniques, supplier lists and supplier information; and (iii) information concerning Seller's employees, including their compensation and skills. Except as expressly permitted herein, Customer (i) shall not disclose any Confidential Information to any third party or use any of the Confidential Information for any purpose, except as is necessary to perform its obligations or exercise its rights as set forth herein or in the Agreement; and (ii) shall use adequate safeguards to protect Confidential Information against unauthorized access or disclosure and will exercise no less care to safeguard the Confidential Information of Seller than Customer exercises in safeguarding its own Confidential Information. Confidential Information shall not include any information that: (i) corresponds in substance to information developed by Customer without reference to the Confidential Information or was lawfully in Customer's possession prior to receipt of the same from Seller; (ii) now is or hereafter becomes publicly known through no fault of Customer; or (iii) otherwise lawfully becomes available to Customer from a third party not known by Customer to be under an obligation of confidentiality to Seller. Upon termination of the Agreement, all Confidential Information and other information shall be returned or destroyed promptly upon request, no copies thereof shall be retained by Customer, and Customer shall not thereafter utilize such information in any respect whatsoever. Customer shall not perform or cause to be performed: (i) any analytical testing for the purpose of identifying the chemical composition or make up; or (ii) any analytical methods related to reverse-engineering or reproduction of any sample or Product of Seller, nor shall it use or sell products

that have been reverse-engineered from the Products. Customer shall not sell, transfer, or entrust any sample to any third party, without prior written consent of Seller. No right or license in the Confidential Information is granted through this Agreement, unless expressly stated.

11. **Non-Interference.** Customer agrees during the Term of the Agreement and for twenty-four (24) months after the termination of the Agreement for any reason whatsoever, that it shall not, directly and/or indirectly, solicit or induce or attempt to solicit or induce any of the suppliers with which, to the Customer's knowledge, Seller does business, to terminate such supplier's relationship with Seller, nor shall Customer interfere with or disrupt (or attempt to interfere with or disrupt) any such relationship.
12. **Intellectual Property.** Except for the limited licensed granted pursuant to this Section 12, Customer shall have no rights with respect to any of Seller's existing or subsequently acquired or developed Intellectual Property, as defined below, rights or trade secrets or Confidential Information of Seller, and Customer hereby acknowledges that it shall not acquire any rights in respect thereof and that all such Intellectual Property, trade secrets, and Confidential Information are and shall remain vested in or controlled by Seller. Unless otherwise agreed in writing, any and all Products and/or Services, together with any and all Derivatives thereof, shall be deemed to be Intellectual Property of Seller. "Intellectual Property" for purposes of these T&Cs means all intellectual or industrial property in any jurisdiction, whether or not filed, perfected, registered or recorded, including without limitation: (i) patents, patent applications, provisional applications, patent disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names, including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) works of authorship, copyrights, moral rights, and mask works and all registrations and applications for registration thereof; (iv) computer software, software applications and platforms, websites, disks, disk drives, data, data bases and user documentation and audio visuals, domain names, and text materials; (v) all trade secrets, research and development materials, processes, procedures, know how, ideas discoveries, inventions, customer lists, supplier lists, formulas, recipes, drawings and designs, technical data, marketing, financial and business plans; (vi) advertising materials currently or in the future utilized by the Seller; and (vii) copies and tangible embodiments thereof (in whatever form or medium), and related documentation and goodwill. "Derivative" means (a) any work, product, service, improvement, modification, alteration, Enhancement, new version, translation, adaptation, design, concept, interface element, materials and documentation, in any medium, format or form whatsoever, that is derived in any manner, directly or indirectly, from any Services or Products or any part or aspect thereof; (b) all "derivative works" of any Services or Products as understood under the copyright laws of the United States (or any equivalent concept in any applicable jurisdiction); and (c) all materials and documentation related to any of the foregoing. "Enhancement" means any change or addition that, when made, adds new function or improves utility, efficiency, functional capability or application. Customer acknowledges and agrees that Seller owns the exclusive right, title and interest into all of Seller's Intellectual Property. Customer shall not at any time during the Term and any time thereafter do or permit to be done any act or thing which challenges, impairs, or may challenge or impair the rights of Seller with respect to Seller's Intellectual Property. Customer will never represent that it has any ownership in any of Seller's Intellectual Property. Customer expressly agrees that all of the use and good will of the Intellectual Property shall accrue to the sole benefit of Seller. To the extent Customer acquires any rights in Intellectual Property of Seller notwithstanding the above, including namely through the conception or creation of any Derivatives, Customer hereby assigns and agrees to assign, all right, title and interest in such Intellectual Property to Seller and hereby agrees to take any action and sign any document reasonably required by Seller to give effect to such assignment. Customer represents and warrants to Seller that Customer owns or has obtained all rights in Customer IP necessary and sufficient to allow Seller to provide Services and/or Products to Customer. To the extent any of Seller's Intellectual Property is incorporated into any Products or Services and so long as Customer has paid Seller any and all amounts owed to Seller, Seller hereby grants Customer a limited, revocable, royalty-free, non-assignable, non-sublicensable, non-exclusive license to use such Seller's Intellectual Property solely with its marketing and sale of the Products. Customer shall have no interest in or claim to Seller's Intellectual Property other than the license described above. To the extent applicable, Customer hereby grants to Seller, and Seller hereby accepts from Customer, a royalty-free, perpetual license to use Customer IP in the course of providing Services and/or Products to Customer. For purposes of these T&C, "Customer IP" shall mean the Intellectual Property of Customer provided by Customer to Seller and used to provide and/or create (as the case may be) the Services and/or Products. Seller gives no warranties with respect to the

Intellectual Property, including without limitation as to the accuracy, usefulness, or completeness thereof.

The Intellectual Property obligations under this Section 12 shall continue indefinitely.

13. **Remedies.** The parties hereby acknowledge and agree that the extent of damages in the event of a breach of the restrictive covenants contained in these T&C may be difficult or impossible to ascertain and that there may be no adequate remedy at law in the event of any such breach. Consequently, in the event of such breach, the non-breaching party shall be entitled, in addition to any other remedies it may have at law, to seek an injunction or other equitable relief to enforce any or all of the covenants contained in these T&C. The breaching party expressly waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in an action for specific performance or injunction for the posting of a bond.

The rights, powers and remedies that may be given or reserved to the parties by these T&C and the Agreement shall be cumulative and in addition to all other and further remedies provided by law or at equity. These T&C and the Agreement shall not be construed to deprive the parties of any other rights, powers and other remedies otherwise given by law or at equity. No delay or failure by Seller in exercising any right or remedy and no partial or single exercise of such right or remedy shall constitute a waiver by Seller of such right or any other rights in these T&C and/or the Agreement. No consent by Seller to a breach of any express or implied term of these T&C and/or the Agreement shall constitute a consent to any prior or subsequent breach of the same or any other term.

14. **WARRANTY AND DISCLAIMER.** TO THE EXTENT APPLICABLE, SELLER WARRANTS THAT THE PRODUCTS AND SERVICES AT THE MOMENT OF DELIVERY SHALL MATERIALLY MEET THE PARTICULAR SPECIFICATIONS AGREED TO IN WRITING. NOTWITHSTANDING THE FOREGOING, IN THE EVENT CUSTOMER FAILS TO TIMELY PAY FOR SUCH PRODUCTS IN ACCORDANCE WITH THE T&C SET FORTH HEREIN, ANY SUCH WARRANTY SHALL BE VOID AB INITIO. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT OR A SEPARATE WRITING, SELLER EXPRESSLY DISCLAIMS ALL AND MAKES NO OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF SERVICES OR PRODUCT PROVIDED UNDER THE AGREEMENT. CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT, UNLESS OTHERWISE SET FORTH HEREIN TO THE CONTRARY, SELLER WILL PROVIDE THE SERVICES AND PRODUCTS, AS APPLICABLE, "AS IS" WITHOUT ANY WARRANTY OR GUARANTY, EXPRESS OR IMPLIED. CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR (I) RESULTS OBTAINED BY THE USE OF THE PRODUCTS OR SERVICES, WHETHER USED AS DELIVERED OR IN COMBINATION WITH OTHER PRODUCTS; (II) DETERMINING FITNESS FOR USE IN, OR IN CONJUNCTION WITH, OTHER PRODUCTS; (III) THE TRUTHFULNESS AND ACCURACY OF CUSTOMER'S MARKETING AND ADVERTISING OF ANY PRODUCT OF CUSTOMER INTO WHICH THE PRODUCTS MAY BE INCORPORATED; (IV) OBTAINING GOVERNMENTAL HEALTH, SAFETY, ENVIRONMENTAL OR OTHER APPROVALS FOR UTILIZATION OF THE PRODUCTS; AND (V) FOR ANY LOSS OR DAMAGE RESULTING FROM THE HANDLING, USE OR MISUSE BY CUSTOMER OF THE PRODUCTS. CUSTOMER DECLARES THAT IT IS AWARE OF THE QUALITIES OF THE PRODUCTS SUPPLIED TO IT AND ALSO OF ALL LEGAL REGULATIONS RELATING TO THE PRODUCTS OR SERVICES SUPPLIED, TO WHICH IT AS A CUSTOMER IS BOUND. IN THE STORAGE, RESALE, TRANSPORTATION AND USE OF AND ALL FURTHER ACTS INVOLVING THE PRODUCTS SUPPLIED, CUSTOMER UNDERTAKES TO STRICTLY OBSERVE THE RELEVANT LEGAL REGULATIONS AND SELLER'S INSTRUCTIONS WITH RESPECT THERETO. FURTHER, SELLER EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, LOSS OF CLIENTELE, INTERRUPTION OF BUSINESS, CAUSED BY SELLER'S NEGLIGENCE, DELAYS IN SHIPMENTS OR OTHERWISE.

15. **INDEMNIFICATION.** CUSTOMER CERTIFIES, REPRESENTS, AND WARRANTS THAT IT IS IN COMPLIANCE AND SHALL TAKE ALL NECESSARY ACTS TO REMAIN IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ITS AFFILIATES, MEMBERS, INVESTORS, MANAGERS, OFFICERS,

EMPLOYEES, REPRESENTATIVES, AND THEIR SUCCESSORS IN INTEREST AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR EXPENSES OF WHATEVER FORM OR NATURE, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF LEGAL DEFENSE, WHETHER DIRECT OR INDIRECT, THAT THEY, OR ANY OF THEM, MAY SUSTAIN OR INCUR AS A RESULT OF (I) ANY ACT OR OMISSION OF CUSTOMER; (II) A BREACH BY CUSTOMER OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION WITH ANY INDEMNIFIED PARTY; (III) A RECALL OF THE PRODUCT THAT IS NOT SOLELY AND DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER; OR (IV) A VIOLATION BY CUSTOMER OF ANY APPLICABLE LAW, REGULATION, OR ORDER OF THE UNITED STATES, CANADA, MEXICO, OR ANY OTHER APPLICABLE GOVERNMENT OR QUASI-GOVERNMENTAL AUTHORITY.

In the event the Products are manufactured according to Customer IP, drawings, models, samples, or any other directions in the widest sense of the word, received from Customer, Customer shall guaranty that it is the legitimate owner of Customer IP and in case of any controversy, Customer shall fully indemnify the Indemnified Parties against any claims of third parties based on the infringement of any trademark, patent, trade or consumer models or any other right of third parties, by manufacturing and/or supplying of such articles. If any third-party objects to the manufacturing and/or supply of the Products referred to on the grounds of any alleged right, Indemnified Parties shall unconditionally be entitled to immediately cease the manufacturing and/or supply and to demand compensation for the expenses incurred, without prejudice to any claims for possible damages against Customer and without Indemnified Parties being liable vis à vis Customer on any account whatsoever.

The indemnification obligations under this Section 15 shall continue indefinitely.

16. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ANY AND ALL LOST PROFITS AND ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF CONTRACT, LOSS OF USE OF THE PRODUCTS, OTHER LOSS OF MERCHANDISE, COST OF SUBSTITUTE GOOD, MERCHANDISE, MATERIALS AND FACILITIES, DOWN TIME COSTS, INCREASED COSTS OR CLAIMS OF THE CUSTOMER OR CUSTOMER'S CUSTOMERS, WHETHER ARISING OUT OF THE SERVICES, THE PRODUCTS, OR THE PERFORMANCE BY SELLER HEREUNDER OR UNDER THE AGREEMENT REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER THEORY OF LAW OR EQUITY. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY LIABILITY ARISING OUT OF UNLOADING, DISCHARGE, STORAGE, HANDLING, USE AND DISPOSAL OF ANY PRODUCTS OR CONTAINER IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, THE USE OF SUCH PRODUCTS OR CONTAINER ALONE OR IN COMBINATION WITH OTHER SUBSTANCES, COMPLIANCE OR NON-COMPLIANCE WITH ANY LAWS, ORDINANCES, RULES, AND REGULATIONS. NOTWITHSTANDING THE FOREGOING, CUSTOMER'S EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF THE NONCONFORMING PRODUCTS OR REFUNDING THE AMOUNTS PAID BY CUSTOMER TO SELLER DIRECTLY ATTRIBUTABLE TO NON-CONFORMING PRODUCTS OR SERVICES. SELLER IS ONLY LIABLE FOR ANY DIRECT COSTS AND EXPENSES OF A RECALL IN THE EVENT THAT A RECALL OF ANY OF THE PRODUCTS IS NECESSARY (i) DUE TO A DEFECT IN THE PRODUCTS DIRECTLY AND SOLELY CAUSED BY SELLER, (ii) A FAILURE OF THE PRODUCTS TO CONFORM TO THEIR RESPECTIVE SPECIFICATIONS OR APPLICABLE LAWS, WHICH IS DIRECTLY AND SOLELY CAUSED BY SELLER AND/OR WITHIN THE CONTROL OF SELLER. IN ALL OTHER CASES, CUSTOMER SHALL BEAR ANY AND ALL COSTS AND EXPENSES OF SUCH RECALL. IF AND TO THE EXTENT A THIRD PARTY IS BOUND TO INDEMNIFY SELLER FOR ANY CLAIM OF CUSTOMER AGAINST SELLER, ANY LIMITATION OF SUCH THIRD PARTY'S LIABILITY, ENFORCEABLE BETWEEN THAT THIRD PARTY AND SELLER, SHALL ALSO APPLY BETWEEN SELLER AND CUSTOMER. IF AND INsofar AS, IN SPITE OF THE PROVISIONS OF THE AGREEMENT, ANY LIABILITY IS IMPOSED ON SELLER, FOR WHATEVER REASON, THIS LIABILITY IS

LIMITED TO A MAXIMUM AMOUNT NOT EXCEEDING THE NET INVOICE VALUE, EXCLUDING VAT AND APPLICABLE SALES AND USE TAXES, OF THE DISPUTED PRODUCTS. CLAIMS FOR DAMAGES MUST BE REPORTED TO SELLER, IN WRITING, WITHIN TWO (2) MONTHS AFTER CUSTOMER HAS BEEN ABLE TO DISCOVER THE DAMAGE, UNDER PENALTY OF FORFEITURE OF ANY CLAIM FOR COMPENSATION. CUSTOMER WILL INDEMNIFY SELLER AGAINST CLAIMS FROM THIRD PARTIES, INCLUDING CUSTOMER'S CUSTOMERS, THAT EXCEED THE EXTENT OF LIABILITY REFERRED TO IN THIS CLAUSE. ALL POSSIBLE LEGAL CLAIMS BY CUSTOMER, WITH REGARD TO THE ALLEGED LIABILITY OF SELLER, EXPIRE IN ANY CASE ONE (1) YEAR AFTER THE DAMAGE WAS DISCOVERED AND IF CUSTOMER DID NOT START PROCEEDINGS AGAINST SELLER WITHIN THAT YEAR.

17. Termination and Suspension. If, in Seller's sole opinion, Customer becomes bankrupt or insolvent, has its business placed in the hands of a receiver, assignee, or trustee (whether by voluntary act or otherwise), transfers its material assets to its creditors, is merged or is acquired by any third party, ceases to function as a business entity or fails to conduct its operations in normal course of business, credit becomes impaired, does not properly or timely fulfill any of its obligations towards Seller, or upon failure by Customer to make timely payment of any Invoice or amount due from Customer to Seller, Seller, in its sole discretion and upon written notice to Customer, may immediately terminate the Agreement or suspend its performance until such time as Seller has received full payment for any Services or Products already delivered or in process. Unpaid balances will be subject to a finance charge of two percent (2%) per month (24% annually), or maximum amount permitted under law, until all unpaid balances are paid in full. Termination of the Agreement in accordance with the foregoing provisions will not affect (i) the rights and obligations of the Parties with respect to Invoices given by Seller prior to the effective date of the termination, or (ii) terminate liabilities arising out of conduct prior to the actual date of termination.
18. Federal Laws and Regulations. Customer acknowledges that certain Services and/or Products sold by Seller hereunder and any documentation and other technology of Seller may be subject to application of federal laws, regulations, and orders, including, without limitation, the Export Administration Regulations maintained by the U.S. Department of Commerce, the Canadian Export and Import Permits Act and associated regulations, the Mexican Customs Laws, its regulations and any rules published by competent authorities thereunder, trade and economic sanctions and regulations maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Government of Canada, the International Traffic in Arms Regulations maintained by the U.S. Department of State, the U.S. Foreign Corrupt Practices Act, as revised, the UK Bribery Act of 2010, the Canadian Corruption of Foreign Public Officials Act, Mexican Federal Anti-Corruption System Law and the Mexican Law for the Prevention and Identification of Operations with Resources of Unlawful Origin (Mexican Anti-Money Laundry Law), as well as their regulations and any rules published by competent authorities thereunder, all applicable local bribery laws, the Organization for Economic Cooperation and Development Anti-Bribery Convention, and United States Presidential Executive Order 13224, or other similar federal laws, regulations, rules, official standards or normative bodies pertaining to the sale of the Products and/or Services in any relevant jurisdiction (collectively, the "Federal Laws"). Customer certifies, represents, and warrants that it is in compliance and shall take all necessary acts to remain in compliance with all applicable Federal Laws. Customer hereby agrees to defend, indemnify, and hold Seller harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
19. Miscellaneous. Seller reserves the right to amend these T&Cs, from time to time, at its sole discretion, without prior notice to Customer. Solely with the exception of payment obligations, neither Party will be liable to the other for any delay or failure to render any performance under the Agreement, either in whole or in part, when the same results from causes beyond such Party's reasonable control, including, without limitation, fires, accidents, labor strikes, lock-out, obstruction in traffic, shortages of material, materials or labor, mobilization, war, restriction of import and export, epidemics, pandemics, or acts of God, the public enemy or government, any non-performance, late performance or termination of agreements by Seller's suppliers, qualitative rejection by Seller of the Products to be delivered and any difficulties or delays in the transportation or storage of the Products sold or acts of terrorism. Quantities of Products affected by any such circumstances may be eliminated from the Agreement without liability, but these T&C shall otherwise remain unaffected. If by reason of any such circumstances Seller is unable at any time, or from time to time, to supply the total demand for Products, Seller may distribute its available supply among any or all purchasers as well as departments and divisions of Seller, on such basis as it may deem fair

and practical, without liability for any failure to perform hereunder which may result therefrom. Customer agrees that the failure of Seller at any time to require performance of any of the provisions in an Agreement or these T&C shall not operate as a waiver of its right to require strict performance of the same or like provisions, or any other provisions hereof or thereof, at a later time. These T&C, collectively with any and all Agreements, constitute the entire agreement and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof. Customer shall not assign any Agreement or rights or obligations under these T&Cs without Seller's prior written consent, and any assignment or attempt to do so without such consent will be void and of no effect. If such consent is provided by Seller, these T&Cs shall bind Customer and Seller and their respective heirs, executors, administrators, successors. The headings and captions set out in these T&Cs are for convenience of reference only and shall be without substantive meaning. Unless otherwise set forth in writing to the contrary, all Agreements are non-exclusive. Nothing shall prevent Seller from entering into similar arrangements with, or otherwise selling Services and/or Products to, any other person or entity. Neither party nor any other agents or employees, officers, directors or shareholders shall be deemed a representative or agent of the other, nor shall either party hold itself out as a representative or agent of the other beyond the scope of the Agreement and/or these T&C, and, neither of them shall have any right or authority to conduct any business in the name of, or for the account of or on behalf of the other. The parties hereto agree and understand that, solely with respect to the Agreement and/or these T&C, Seller will be and act as an independent contractor of Customer, Customer and Seller are separate entities and that there is no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship between the parties.

20. Applicable Law. These T&Cs and all Agreements shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice or conflict of law principles and without regard to the United Nations Convention on Contracts for the International Sale of Products.
21. Dispute Resolution. In the event a dispute arises under these T&C or an Agreement such dispute shall be submitted to arbitration and resolved by arbitration administered by the International Chamber of Commerce in accordance with its International Court of Arbitration rules. There shall be one single arbitrator who shall be appointed in accordance with said Rules. The place of arbitration shall be Cuyahoga County, Ohio. The language of the arbitration shall be English. The fees of any arbitration shall be borne equally by Seller and Customer. The arbitrator shall have the power to enter temporary restraining orders, preliminary and permanent injunctions, subject to the provisions of these T&C and/or any Agreement waiving or limiting that remedy. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The parties waive any right of appeal against the award issued in any arbitration.
22. Choice of Language. The Parties have expressly requested that these T&Cs and any ancillary documents be drafted in English. *Les parties ont expressément requis que les présentes modalités et tout document y afférant soient rédigés en langue anglaise.*