

General Terms & Conditions of Sale of HARPS USA, Inc.

A. GENERAL

1. These General Terms and Conditions of Sale ("**GTC**") apply to the entire business relationship between HARPS USA, Inc. ("**Seller**" or "**HUSA**") and all companies who purchase goods from HUSA ("**Customer**") (collectively with HUSA "**Parties**"). These GTC shall be subject to any separate written agreement between HUSA and the Customer. Deviations from these GTC proposed by the Customer shall only be valid if HUSA accepts such deviations in writing.
2. Communication of HUSA's price lists are not to be considered an offer. HUSA is under no obligation to supply goods for orders received on the basis of general offers, circulars, or price lists sent by HUSA.
3. The Customer makes an offer to HUSA when it places a written order to purchase specific goods from HUSA ("**Purchase Order**"). HUSA accepts the Customer's offer when HUSA issues a confirmation to the Customer confirming receipt of a valid purchase order
4. The Purchase Order issued by the Customer and invoice issued in response by HUSA, inclusive of these GTC, are deemed to be the agreement between the Parties ("**Agreement**"). For the avoidance of doubt, any agreement concluded orally over the phone or in writing with agents of HUSA will only be binding on HUSA if an authorized signatory has acknowledged such agreement in writing.
5. Should there be any inconsistencies between the terms of HUSA's invoice and these GTC in any documents exchanged between the Parties in relation to the purchase of the goods (e.g. the Purchase Order, any subsequent purchase orders, billing statements, acknowledgment forms or similar documents), the Customer acknowledges that the terms of HUSA's Invoice and these GTC shall govern and any deviation shall be deemed waived by the Customer and are of no force or effect.

B. DELIVERY AND FREIGHT TERMS

6. HUSA will pay for freight for shipment of the goods to a single location located anywhere within the lower-48 states only on single purchase orders placed by the Customer that are greater than US\$ 2,500. The Customer will be responsible for all accessorial charges and/or services required to deliver the shipment. All such charges will be added to HUSA's Invoice ("**Pre-Pay and Add**").
7. All sales shall be deemed to take place at the HUSA's applicable distribution facility for purposes of the transfer of title for the goods and the risk of loss for the goods.
8. HUSA reserves the right to make all carrier and routing decisions on Pre-Pay and Add orders.
9. All delivery dates quoted by HUSA are estimates only.

10. For any single purchase orders placed by the Customer that are less than US\$ 2,500, HUSA will ship best-way (*i.e.* HUSA will choose the carrier that offers the lowest rate to the shipper for the shipment) and charge the Customer for the freight that has already been pre-paid by HUSA. Pre-Pay and Add freight charges may vary based on market conditions.
11. All freight and delivery charges from HUSA's warehouse shall be paid as a separate item and are not included in the price of the goods unless HUSA expressly indicates that the prices encompass such charges.
12. Consignee-collect shipments, (*i.e.* where the freight charges for the Goods are billed to the Customer), will be allowed using the Customer's carrier and account number. For such orders, the transfer of title for the goods and the risk of loss for the goods shall be deemed to take place when the Customer's carrier picks-up the goods at Seller's distribution facility.
13. HUSA has option to make partial deliveries, and the Customer shall accept such partial shipments unless HUSA has agreed otherwise.
14. HUSA retains the title of property on all the goods delivered until such time as all obligations on the part of the Customer relating to the Purchase Order, including but not limited to payment in full of all sums owed to HUSA in connection with such Purchase Order have been fulfilled.
15. In periods where there is a strain on the supply chain, HUSA retains the right to allocate supply of the Goods among its customers at its sole discretion. Should this situation arise, HUSA will bear no liability for failure to deliver the goods in accordance with the Purchase Orders placed by the Customers.

C. PAYMENT TERMS

16. Unless otherwise agreed in writing HUSA's standard payment terms are net 30 days from shipment of the goods.
17. In the event the Customer fails to fulfill the terms of payment for the Goods, or in case HUSA has any doubt at any time as to the Customer's financial responsibility, HUSA may decline to make further deliveries of Goods, except upon receipt of cash or satisfactory security for the goods, the determination of which is at the sole discretion of HUSA.
18. Past due balances owed by the Customer to HUSA are subject to a late payment charge of 1.5% per month, or the maximum amount permitted by applicable law, whichever is higher.
19. The Customer shall pay all costs, fees, including attorney's fees, and expenses incurred by HUSA in relation to collecting monies due or to become due hereunder, regardless of whether a formal claim is commenced.
20. The Customer is not entitled to retain or set-off any claims whatsoever against HUSA.

21. HUSA is entitled to immediately terminate any orders or shipments in transit in the event that the Customer: (i) ceases to do business or otherwise terminates its business operations; or (ii) is involved in bankruptcy proceedings or similar proceedings aiming at restructuring or winding up the Customer.

D. PRICING

22. The goods are sold to the Customer at a fixed price.
23. Should unforeseeable increases in the costs of raw materials, energy, or production, HUSA will be entitled to adjust the price of the goods accordingly as of the date of delivery.
24. The Customer is responsible for all sales and use taxes related to its purchase of the goods.
25. No credits for subsequent price reductions will be provided for any reason after the goods are delivered. HUSA expressly disclaims any obligation to provide the Customer with any price protection on past purchases on the existing inventory of Goods.
26. The Customer acknowledges that the existence of a “most-favored terms” provision in any of the documents exchanged between HUSA and the Customer is invalid and not enforceable. HUSA expressly disclaims any obligation to provide Customer with the same or better terms than offered to any of its other customers.

E. DAMAGE AND SHORTAGE POLICY

27. The Customer must refuse all damaged goods or goods shipped in error at the time of receipt of the goods.
28. If the Customer or its designated consignee signs a Proof of Delivery ("**POD**") with no exceptions, the Customer acknowledges that shipment is complete and in full conformity, subject to any latent damages. In the event of a concealed damage with the goods, see paragraph 31 below.
29. It is the Customer’s responsibility, prior to signing a POD, to inspect freight upon delivery and confirm the following:
 - a. the Shrink-wrap is intact;
 - b. the quantity of the goods are correct;
 - c. There are no visible damages, or evidence of tampering.
30. If the Customer finds that the goods are damaged or there is a shortage of the goods shipped, the Customer shall follow **ONE** of the below procedures:
 - a. Write out the issue on the POD:
 - i. For damaged goods, mark on the POD that the Goods are “damaged”, list the affected item numbers, and then sign the POD.

- ii. For improper quantities of the goods, mark on the POD that the quantity received is inaccurate, record the number of the affected goods received, list the affected item numbers, and then sign the POD.
 - iii. Provide photos showing any and all damage to the goods and/or packaging to customer.service@harpsglobal.com; or
 - b. Refuse the damaged goods:
 - i. Notify and provide Photos to Customer Service within (2) business days of shipment delivery attempt and request a Return Authorization (customer.service@harpsglobal.com).
31. For latent damages discovered by the Customer after the time of receipt of the goods, the Customer must document and communicate such damages to HUSA's Customer Service within two (2) business days from receipt of goods.
32. Failure by the Customer to abide by HUSA's Damage and Shortage Policy will result in the Customer's absolute and unconditional waiver of any claims, including any credit request and a rejection of the Customer's request for an invoice adjustment
33. Customers who receive a defective good, *i.e.* goods that are not in accordance with the product specifications provided by HUSA for that particular good, will be required to follow the returns process set out in Section **F** below.
34. The Customer is expressly warned to not resell any goods found to be damaged, defective, or tampered with.

F. RETURN POLICY

35. The return of non-defective Products are not allowed unless expressly authorized by HUSA.
- a. For authorized returns of non-defective product, the Customer must ship pre-paid the Products and such returns are subject to a 20% restocking fee, which HUSA can choose to deduct from any applicable credit owed to the Customer for such return.
36. HUSA shall not offer any credit for the following that are non-defective:
- a. Discontinued, Special Order, or Private Label Products;
 - b. Products that are more than twelve (12) months old from the manufacture date;
 - c. Products that are not in sellable condition nor in the original, unopened packaging as received from HUSA;
 - d. Products from partial cases or partial inners.

37. HUSA's Return Policy is set out below:

- a. A Return Authorization (RA) number must be obtained from HUSA's Customer Service Department via email at customer.service@harpsglobal.com and is required for any return. All Product returns shall reference the RA number and be returned within 45 calendar days of approval. Products received after 45 days will not be credited.
- b. Unauthorized returns will not be credited and will be either refused or returned collect to the sender.
- c. HUSA, in its sole discretion, may refuse any return.
- d. The return of defective or damaged Products shall comply with Section E, Damage and Shortage, above.
- e. HUSA will cover the costs of returns for Defective Products or Products not in accordance with the quantity ordered by the Customer. For the avoidance of doubt, even if the Seller is returning Defective Products or Products delivered not in accordance with the quantity ordered, the Customer must still follow HUSA's Return Policy and obtain a Return Authorization Number.

G. LIMITS OF LIABILITY

38. It is understood and agreed that HUSA's maximum and total liability whether in contract, tort, warranty, negligence or otherwise shall not exceed the amount paid by the Customer. Under no circumstances shall HUSA be liable for special, indirect, punitive, or consequential damages. The price stated on the subject invoice for the goods is a consideration limiting HUSA's liability. No action, regardless of form, arising out of the transactions under each invoice may be brought by the Customer more than one year after the date of each invoice.

39. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY IN NO EVENT SHALL HUSA EVER BE LIABLE TO THE CUSTOMER FOR ANY CLAIM FROM THE CUSTOMER THAT IT: (A) SOLD PRODUCT(S) AT A LOSS; (B) LOST PROFITS; AND/OR (C) LOST OPPORTUNITIES.

H. WARRANTIES

40. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT HUSA SHALL NEVER BE HELD TO BE OBLIGATED OR LIABLE UPON OR UNDER ANY GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS UNDER ANY STATE'S UNIFORM COMMERCIAL CODE IN ANY MANNER OR FORM. CUSTOMER IS MAKING THIS PURCHASE AFTER AND IN RELIANCE ON ITS FULL AND COMPLETE EXAMINATION OF THE GOODS, AND NOT BY REASON OF ANY REPRESENTATION AS TO ITS MERCHANTABILITY,

SPECIFIC ATTRIBUTES OR OTHERWISE, MADE BY OR ON BEHALF OF THE SELLER.

I. CONFIDENTIALITY AND DATA PROTECTION

41. The Parties must obtain prior written consent of the other party before disclosing the existence of the mutual business relationship as well as any Confidential Information that has been exchanged between HUSA and the Customer.
42. Confidential Information shall mean written or oral information of either HUSA or the Customer that has been disclosed to the other party in relation to the business relationship between the Parties including, but not limited to, past, present or future plans, forms, methods, inventions, computer software programs, copyrights, trade secrets, research, development, business activities, names and expertise of employees and consultants, regulatory information, licensee information, technical information, business information, financial information, forecasts, strategies or other confidential or proprietary information of the Parties or their affiliates.
43. Where either HUSA or the Customer processes or uses personal data in the course of carrying out its commitments in relation to the business relationship, the party undertakes to process or use such personal data in accordance with the relevant laws.

J. MISCELLANEOUS

44. **Force Majeure.** Force majeure events and other unforeseeable, unavoidable and serious events actually preventing the Parties from carrying out their obligations to the other shall release the Parties from their performance duties for the duration of the force majeure event and to the extent of its effect. Should a Force Majeure Event occur, the Party affected from such Force Majeure Event shall notify the other Party with the necessary information without delay and in good faith to adjust their obligations to reflect the changed circumstances. Notwithstanding the foregoing, in the event of such a Force Majeure Event, the Parties agree to make a good faith effort to perform its obligations hereunder.
45. **Governing Law.** The substantive laws of Florida shall govern these GTC without giving effect to any conflict of law provision.
46. **Dispute Resolution.** In the event of any dispute between the Parties arising out of or in relation to these GTC or any contractual agreement between the Parties, the dispute shall be resolved exclusively in the courts of the State of Florida, County of Pinellas, or in any federal court located therein. The prevailing party in any dispute shall be entitled to recover its reasonable attorneys' fees and costs.