

GENERAL SALES CONDITIONS

1 ORDERS

Any order lawfully implies acceptance of these general sales conditions, complemented by our specific conditions if applicable. These general sales conditions supersede any contrary conditions which may be stipulated by the purchaser in its own general purchasing conditions, purchase orders or correspondence, which shall be deemed unwritten in our respect. The orders transmitted to us shall always be understood as subject to our acceptance; our refusal shall be substantiated within thirty days as from receipt of the order. Orders shall be considered as definite 48 hours after the sending of the order acknowledgement by IRATI INTERNATIONAL. As a result, if an order is cancelled after this timeframe and no manufacture or delivery has taken place, a credit note shall be issued for the amounts already paid to IRATI INTERNATIONAL. Said credit note must be used within the following 12 months. If no new order is placed within this timeframe, the amounts shall be irrevocably forfeited. If the order is cancelled, all costs incurred by IRATI INTERNATIONAL in relation to said order shall be invoiced to the customer who agrees to take delivery of the procured components and the quantities manufactured before interruption of production. In view of the manufacturing uncertainties associated with the complexity of the industrial processes, the customer accepts that the delivered quantity may vary by roughly 10% in relation to the ordered quantity, and as such IRATI INTERNATIONAL shall not be held liable in this respect.

2 PRICES

The prices of the sold goods shall be those in force at the date of order intake. They shall be expressed in euros and calculated before tax. Accordingly, a fixed contribution to the transport and packaging costs may be requested. The amount thereof shall be specified to the purchaser at its request. IRATI INTERNATIONAL reserves the right to modify its prices at all times. However, IRATI INTERNATIONAL undertakes to invoice the ordered goods at the prices stipulated when the order is registered. The proposed prices shall include any discounts and rebates granted by IRATI INTERNATIONAL on the basis of its results or if the purchaser takes over some services. No discount shall be granted in the event of advance payment.

3 PAYMENT

Our invoices are payable pursuant to the conditions mentioned at the bottom thereof. In the event of partial delivery, the absence of delivery or the postponement of the remaining items may not delay the payment for the delivered part. Where goods comprising one order are delivered in phases, the invoice for the last delivery shall be raised no later than three months after the date of the first delivery. Similarly, should a dispute or a discrepancy regarding amounts or deadlines be found, such dispute or discrepancy may only give rise to a credit note or to partial payment, by mutual agreement with our sales services. However, such dispute or discrepancy may under no circumstances give rise to the non-payment of the instalment. No objection regarding an invoice shall be accepted more than two months after the date of issue thereof. Any invoice, no copy of which is requested to us within one month after delivery, shall be deemed to have been received by the purchaser. Generally speaking, failure to pay an invoice in a timely manner or to return a commercial instrument within the legal timeframe may give rise to the suspension of the performance and delivery of any orders in progress.

4 DELIVERY

The loading of the product is the responsibility of the person who operates the vehicle. It is expressly agreed that unloading at the place of delivery shall be performed under the purchaser's sole liability and custody, irrespective of the assistance in the unloading operations provided by the driver commissioned by the transport company selected by us. The transfer of custody of the products shall be made to the benefit of the purchaser upon arrival of the products into the purchaser's warehouses, before unloading. However, should transport be organised by the purchaser, the custody shall be transferred to the purchaser or to the purchaser's transport company before the products are loaded in our warehouse. Delivery deadlines are only provided for information purposes. Non-observance of delivery deadlines may not give rise to any late penalties, order cancellation or deferred payment. Any additional costs caused by a delay beyond our control in the performance of a delivery shall be borne by the purchaser. IRATI INTERNATIONAL may not be held liable for any non-performance or late performance of any of its obligations described in these general sales conditions if said non-performance or late performance stems from Force Majeure.

In this respect, any external, unpredictable and uncontrollable event pursuant to Article 1148 of the French Civil Code shall be considered as Force Majeure. Should the initially scheduled delivery date be delayed by more than three days due to the purchaser, the storage costs for the ordered goods shall be borne by the purchaser. Said additional costs shall be invoiced to the purchaser by IRATI INTERNATIONAL. Goods comprising a given order may be delivered on a one-off or phased basis during the delivery period specified for that order. Under no circumstances, may deliveries be phased over more than three months.

5 CARRIAGE

In all cases the products shall be carried at the buyer's risk. Unless otherwise stipulated in writing, the products shall be dispatched carriage forward. Even where goods are delivered carriage paid, the buyer shall check whether the contract of carriage has been correctly performed and, if this is not the case, take the necessary measures to seek redress against the carrier, i.e.:

- where packages are missing or damaged on arrival or for any other reason, establish immediately and with certainty at the time of receipt on the waybill the nature and extent of the damage;
- send the carrier confirmation of the complaint by registered letter no later than three (3) days after receipt of the goods as required if the claim is not to be out of time under section L.133-3 of the French Commercial Code (*Code du Commerce*); a copy of this letter shall be sent simultaneously to IRATI INTERNATIONAL.

Both of the conditions set out above are met if the carrier's liability is to be engaged. A buyer making a claim for full or partial loss must establish that such loss existed at the time of delivery of the products.

The buyer shall be deemed to have accepted any product for which he has not issued reservations in accordance with the procedure set out above.

6 RETURNS

Subject to the provisions of section 7 below, IRATI INTERNATIONAL will not accept the return of any goods. If returns are accepted in exceptional circumstances and subject to the prior written consent of IRATI INTERNATIONAL setting out the relevant terms, the associated risks shall be borne by the buyer at all times.

7 WARRANTY - COMPLAINTS

The products are warranted against all defects in materials and workmanship.

Without prejudice to any precautions to be taken by the buyer in respect of the carrier as set out in section 5, the buyer shall notify IRATI INTERNATIONAL of the nature of any defect affecting the products by registered letter with acknowledgement of receipt within eight (8) days of delivery or availability for collection of the products (failing which the claim will be out of time), and request their return.

IRATI INTERNATIONAL shall provide the buyer with a return number and the buyer shall return the products to IRATI INTERNATIONAL within 10 days of receipt of this number. If IRATI INTERNATIONAL's claims assessment validates the buyer's complaint, he will be offered an exchange or a credit note; if not, the products will be returned to the buyer at his expense and the buyer shall have no claim to compensation or to cancel the order.

A complaint made by the buyer under the conditions and in accordance with the terms described in section 5 and this section shall not suspend the buyer's obligation to make payment for the goods in question.

Under no circumstances, even if IRATI INTERNATIONAL has chosen the carrier, shall legal action be taken against IRATI INTERNATIONAL for damage during transport, destruction, damage, loss or theft.

8 RISKS

The risk in the products sold by IRATI INTERNATIONAL shall pass on delivery to the carrier, on leaving our warehouses or notification of availability for collection.

9 LIABILITY LIMIT

9.1 Further to a manufacturing operation subsequent to a technical update by IRATI INTERNATIONAL, not concluded by a stability study ordered by the purchaser, IRATI INTERNATIONAL may not be held liable for any anomaly or non-conformity arising during product storage.

IRATI INTERNATIONAL shall under no circumstances be obliged to repair any direct or consequential damage suffered by the purchaser.

9.2 Further to a manufacturing operation subsequent to a technical update by IRATI INTERNATIONAL, concluded by a stability study ordered by the purchaser, and compliant in the event of anomaly or non-conformity arising during storage, IRATI INTERNATIONAL's sole obligation shall be the free replacement of the products. IRATI INTERNATIONAL shall under no circumstances be obliged to repair any direct or consequential damage suffered by the purchaser.

9.3 Further to a manufacturing operation not subsequent to a technical update by IRATI INTERNATIONAL, i.e. a manufacturing operation in which IRATI INTERNATIONAL applied the formulation provided by the purchaser, in the event of anomaly or non-conformity arising during storage, IRATI INTERNATIONAL may not be held liable for any anomaly or non-conformity. IRATI INTERNATIONAL shall under no circumstances be obliged to repair any direct or consequential damage suffered by the purchaser.

9.4 The purchaser warrants that it holds all intellectual and industrial property rights and all authorisations required to operate the products ordered to IRATI INTERNATIONAL. The purchaser shall be solely responsible for the rights and operation of the ordered products vis-à-vis third parties.

Therefore, the purchaser shall hold IRATI INTERNATIONAL harmless from any action, including for infringement, and shall therefore bear all damages which IRATI INTERNATIONAL might be ordered to pay further to such an action and, especially, all legal, translation and bailiff costs as well as all attorney fees related to the defence of its interests.

9.5 Any presentation, advertising, sales or other documents in any form whatever relating to the products sold must comply with the relevant regulations, in particular, the regulations applicable to food supplements and cosmetic products. The buyer warrants IRATI INTERNATIONAL against any action in this respect and shall, therefore, bear any damages that IRATI INTERNATIONAL might be ordered to pay following such an action together with, in particular, any legal and translation costs and bailiff's and lawyers' fees incurred in the defence of its interests.

10 RESERVATION OF TITLE

Pursuant to Act No. 80335 dated 12 May 1980, we retain the ownership of the products sold until the last day of their full payment, it being specified that under this clause, payment shall be considered as complete only when the cheques and commercial instruments have actually been paid. Notwithstanding this clause, the sold goods shall be handled at the purchaser's risk as from their release from our warehouses. The purchaser also represents that it is fully knowledgeable of Articles L.624-16 and L.624-18 of the French Commercial Code.

11 NON-DISCLOSURE AGREEMENT

The purchaser undertakes to preserve the strict confidentiality of all the information and documents transmitted to it upon any order, and not to disclose such information and documents to third parties. Such information and documents shall remain IRATI INTERNATIONAL's full property.

The purchaser undertakes to take all suitable precautionary measures to preserve the security of said information and, particularly, to prevent said information from being disclosed to unauthorised individuals/entities or used in a fraudulent manner.

12 NON SOLICITATION

The purchaser shall refrain from hiring or commissioning any of IRATI INTERNATIONAL's employees, subcontractors or service providers in any manner whatsoever. This clause shall apply even if such solicitation stems from said employee, subcontractor or service provider. This clause shall remain effective throughout the contractual relationship between the parties, and for twelve months after termination thereof.

13 CONTRACT REVIEW

Any significant change in the purchaser's economic or financial situation of which we may be informed, even after the partial performance of the orders, may give rise to the review of the performance conditions thereof and to a review of the overall conditions which govern credits granted to the purchaser. We reserve the right to demand payment guarantees for our invoices at any time.

14 RESCISSION OF THE CONTRACT

The sale shall be cancelled as of right, without any other formality than a simple formal notice sent to the purchaser having remained unheeded for more than 15 days, thereby releasing us from any obligation in the event of non-payment of an instalment within the agreed timeframe and in the event of failure to comply with any of the obligations provided in these general sales conditions or in the specific sales conditions.

15 LATE PAYMENT

In the event of failure to pay the whole or part of an instalment, late interest shall be automatically invoiced without prior notice. Said late interest shall be calculated based on the amount including tax remaining due as from the original due date and until full payment is made, based on the legal interest rate multiplied by factor three (the retained legal interest rate shall be that in force at the date of delivery of the goods) and a fixed collection fee of EUR 40 pursuant to Articles L441-3 and L441-6 of the French Commercial Code. If the collection fees actually incurred are in excess of said fixed amount, especially if a firm in charge of transmitting reminders and formal notices is called on, additional compensation may be requested upon substantiation. Failure to pay for an amount due at its due date shall make all our claims forthwith due and payable, even though not fallen due. In the event of collection through litigation, the amounts due shall be increased by 15 % under the penalty clause.

16 GENERAL PROVISIONS

16.1 Entire agreement

The Parties acknowledge that only these general conditions, the purchase order and the special sales conditions constitute the entire agreement entered into by and between them. No document subsequent or prior to this contract and no amendment to the Contract in any form whatsoever shall be effective between the Parties unless included in an addendum duly dated and signed by the Parties.

16.2 Nullity

Should any of the stipulations of this contract result null and void pursuant to a legal rule in force or a final court decision, said stipulation shall then be deemed unwritten, without however resulting in the nullity of the contract or altering the validity of the other provisions thereof.

16.3 Election of domicile

The Parties elect domicile at the addresses mentioned in the first page of the contract.

16.4 Applicable law and disputes

This contract shall be governed by French Law even if one of the Parties should be a foreign national and/or the whole or part of the contract should be performed abroad. Any litigation arising with respect to the performance of this contract which cannot be amicably resolved shall be brought before the Court of PARIS, even in case of multiple defendants or warranty claim.