

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 V. MANE FILS or any of its subsidiaries except (i) all MANE American subsidiaries and (ii) all MANE Indian subsidiaries.
 - The Buyer means any individual or legal entity ordering or purchasing Products from the Seller.
- Products means the set of products and/or services 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(ies): means the collective or individual designation of the Buyer and the Seller.

2. Applicability of the GTCS

The 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. The Buyer's general terms and conditions of purchase are expressly rejected. No specific condition issued by the Buyer which may appear on the purchase order or on any document communicated by the Buyer, shall prevail over the GTCS, unless accepted in writing by the Seller. Unless expressly stated otherwise in Seller's offer, the Seller's offer is valid for 30 (thirty) days from date of issue.

3. Orders

Any order placed by the Buyer with the Seller implies the acceptance of these GTCS without any reservations. The orders are only binding on the Seller subject to prior acceptance in writing from the Seller. No order modification shall be made without the prior written consent of the Seller. Prices and delivery dates shall be revised accordingly. Orders are not subject to cancellation. Unless otherwise agreed in writing by the Seller, the minimum order is 2000 euros (taxes excluded), including 1000 euros per Product or the equivalent amount in the relevant currency if the price is not quoted in Euros.

4. Delivery and transfer of risks

Delivery dates specified by the Seller on the order confirmation are mere guidance without any guarantee. Delivery after delivery the date specified shall not be cause for the Buyer to cancel the order, reject the Products or claim damages. Except otherwise stated on the order confirmation as per the Incoterm or approved in writing by the Seller, the Products are delivered FCA (Incoterms ICC 2020), and notwithstanding any terms of delivery or payment of the transportation costs agreed between the Parties, the risks of loss or damaging shall pass to the Buyer upon collection of the Products by the first carrier at the Seller's premises, plants or warehouses.

5. Reception of the Products and Claims

Upon receipt of the Products, the Buyer shall examine carefully the conformity of the Products. Remarks concerning shortages, excess, alteration or apparently damaged Products must be immediately clearly noted on the transport documents. All claims relating to the Products must be notified in writing to the Seller within 5 (five) days from delivery. In the event Buyer fails to notify Seller of its claim within the above prescribed time, the Products shall be deemed to have been irrevocably accepted by the Buyer and no subsequent claim for non-conformity of the Products or for obvious defects shall be valid. For any defect not reasonably noticeable by the Buyer upon receipt, despite a careful inspection, the Buyer shall give notice to the Seller within 5 (five) days following the discovery of the defect, and in any event no later than 3 (three) months after delivery of the Products. The Products may not be returned to the Seller without its prior written approval. The Buyer must justify the claim and grant the Seller a reasonable opportunity to inspect the Products (directly at the Buyer's premises or by means of samples). The Buyer shall communicate to the Seller any element or information necessary to verify the claim. No claim will be valid once the Products have been transferred, resold to a third party or have undergone any treatment or processing.

6. Prices

All prices are net and exclusive of VAT or any other tax, customs duties, delivery and insurance costs. Unless otherwise agreed, prices are quoted in euros FCA (Incoterms ICC 2020). Regarding staggered deliveries related to a single order or prices offers including a limited duration of validity, the Seller reserves the right to revise prices previously agreed upon, at any time, in case of a substantial rise in the price of labour or raw materials.

7. Payment

The invoices are payable without discount to the Seller's invoicing address, by bank transfer in euros and within 30 (thirty) days from invoice date, unless otherwise agreed in writing by the Seller or stated on the invoice. Buyer shall have no right of set-off. Should the Buyer fail to settle one or several invoices, the Seller reserves the right to suspend further deliveries or to require security to be given. In accordance with article L 441-10 of the French Code de Commerce, in the event of delay in payment, overdue amounts shall bear interest at the rate applied by the European Central Bank to its most recent main refinancing operation plus 10 percentage points, without prior notice of default being required, in addition to an indemnity for debt collection expenses amounting to a lump sum of 40 euros.

8. Retention of title

THE PRODUCTS REMAIN THE ENTIRE PROPERTY OF THE SELLER UNTIL FULL PAYMENT OF THE PURCHASE PRICE AND ALL ANCILLARY CHARGES. In the event of overdue payment, the Seller is entitled to recover possession of the Products at the Buyer's expense at any time until complete payment, without prejudice to claim damages.

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 THE GTCS, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE

EXPRESSELY EXCLUDED.

The warranty shall not apply to the extent that:

- the claim has not been submitted in accordance with clause 5 above
- the claim is not allowed due to the transfer, resale, treatment or processing of the Products by the Buyer or a third party.
- the Buyer has breached its duty of care and made an improper use of the Products or failed to preserve or store the Products according to the Seller's instructions. In case of non-conformity or proven defect acknowledged by the Seller, the latter may, at its sole discretion, replace the Products at its own expense or reimburse the defective Products. If Seller completes any of the foregoing remedies, it shall be the sole compensation for the defectiveness of the Products and be exclusive of any other compensation or damages in respect thereof.

10. Purpose and preservation of the Products

The Products are exclusively intended to be integrated into the Buyer's final products. The Buyer is not allowed to resell the Products "as is" or to repackage the Products in order to distribute the same to third parties without the prior written approval of the Seller. It is the Buyer's responsibility to ensure that the said final products comply with all applicable laws and regulations of the country in which the same are marketed. The Seller shall not be held liable for the Product's suitability to the use intended by the Buyer, notwithstanding any information given by the Seller. The Buyer undertakes to handle, preserve and store Products in compliance with the Seller's recommendations and in a proper manner in consideration of the nature of the Products.

11. Liability

In no event shall the Seller be held 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 AMOUNT OF THE ORDER OF THE PRODUCTS HAVING GIVEN RISE TO THE CLAIM.**

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 may 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 shall be held in strict confidence by the Buyer. The Buyer agrees to hold the Information in confidence and not to disclose the same to third parties nor to use the same for any purpose other than expressly authorized by the Seller. This confidentiality obligation shall not expire by the passage of time. The Buyer shall not perform directly, or indirectly by way of a third party, any analysis of the Products samples, in order to determine their chemical structure or composition and/or manufacturing process. Samples are supplied by the Seller for the exclusive purpose of evaluation and shall not be subject to commercial use.

14. Personal data

In accordance with Law No. 78-17 of January 6, 1978 as amended and General Data Protection Regulation 2016/679 of April 27, 2016, personal data concerning the Buyer is subject to computer processing by the Seller, acting as data controller, in order to carry out processes related to the management of trade relations in the context of the supply of Products for the period strictly necessary for their completion. For more information and exercise of the rights of the Buyer, the data protection officer of the Seller may be contacted at the e-mail address: dpo@mane.com.

15. Force Majeure

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

16. 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.

17. 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.

18. 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.

19. Applicable Law and Jurisdiction

The GTCS and all sales hereunder are governed by French laws. 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 **COURTS OF NICE (FRANCE)**.