

GENERAL CONDITIONS OF SALE AND DELIVERY OF CHRYSAL USA, Inc ("GCSD")

Article 1 Applicability of the Conditions

1. These General Conditions of Sale and Delivery of Chrysal USA, Inc a Florida corporation ("GCSD") shall apply to any and all offers that are made by Chrysal USA, Inc., (hereafter referred to as the "Supplier"), and any contract or agreement between the Supplier and a customer, (hereafter "the Customer") and any delivery of products or services rendered by the Supplier (hereafter referred to as "Products" and "Services" respectively), unless explicitly agreed otherwise in writing.
2. For the purpose of the GCSD "the Customer" shall mean: any individual or legal entity who/that has entered into or wishes to enter into an agreement with the Supplier, its representatives, agents, assigns or successors.
3. The placement of a purchase order or an assignment implies the total and unconditional acceptance by the Customer of the GCSD, which will prevail over any brochures, catalogues, and/or informative documents issued by the Supplier.
4. The GCSD shall take precedence over any general (purchase) conditions of the Customer. Any provision included in the Customer's documentation subsequent to the Supplier's commercial offer or purchase order which modifies the GCSD shall be considered null and void, unless specifically agreed in writing by the Supplier.
5. To the extent that any provision of the GCSD or the application thereof to any Customer, person or entity is held to be inconsistent with any present or future law, rule, ruling or regulation of any court or governmental or regulatory authority having jurisdiction over the subject matter, such provision shall be deemed to be modified to the minimum extent necessary to comply with such law, rule, ruling or regulation, and the remainder of the provisions hereof or their application except as to those as to which it is held inconsistent, shall not be affected. If any provision hereof is determined by a court, or governmental or regulatory authority having jurisdiction to be illegal, unenforceable or void, and if the remainder of the provisions shall not be affected by such determination and is capable of substantial performance, then such void provision shall be deemed rescinded and each provision not affected shall be enforced to the extent permitted by law.

Article 2 Offers and Orders

1. All offers made by the Supplier, in any form whatsoever, are non-binding, unless otherwise expressly stated in writing including by electronic mail, ("in writing" or "electronic mail" here after referred to as "in writing")
2. The Supplier shall have no obligations towards the Customer, unless the Supplier has accepted or confirmed an agreement, an order or an assignment in writing, the date of such written acceptance or confirmation being conclusive.
3. With respect to agreements, arrangements, purchase orders, or assignments that due to their nature or magnitude are not confirmed in writing, the invoice pertaining thereto is deemed to correctly represent the terms of the transaction, unless the Customer notifies the Supplier to the contrary in writing within 10 days after receipt of the invoice. Such acceptance of the invoice by the Customer, also confirms the total and unconditional acceptance by the Customer of the GCSD.
4. The Supplier shall have the right to refuse purchase orders or assignments without stating its reasons.

Article 3 Prices and Payment

1. The Products shall be sold at the prices stated in the Supplier's price list applicable at the time of delivery unless explicitly agreed differently in writing. Prices so listed only apply to quantities of Products or Services as offered and sold, unless otherwise expressed in writing.
2. Unless stated or agreed otherwise in writing the Supplier's prices shall be:
 - FOB as referred to in the Incoterms as they are in force at the time of delivery;
 - exclusive of costs of standard packaging;
 - exclusive of VAT
 - stated in USD.
3. The Supplier shall have the right to increase the prices stated in the pricelist referred to in Article 3.1 after the date a contract was concluded or an order was accepted, if prior to delivery the Supplier's costs have risen as a result of or including but not limited to, increases of duties, levies, value added tax, excise duty, production costs, labor costs, currency fluctuations, prices for raw material, costs of registration, Customer requests, etcetera.

4. Unless otherwise expressly agreed to in writing, payment shall be made without any discount or set-off, and within thirty (30) days after the date of the invoice by (1) transfer of the amount due into a bank account in the name of the Supplier to be designated by the Supplier, or by (2) any other means of payment expressly accepted in writing by the Supplier.
5. Notwithstanding the provisions of Article 3.4, the Supplier shall at all times be entitled to demand cash on delivery, or to require that the Customer upon acceptance of the order by the Supplier grant security or collateral in any form the Supplier deems appropriate, at its discretion, for the performance by the Customer of any of its obligations in connection with or ensuing from the contemplated transaction.
6. If the Customer fails to make timely payment of amounts due to Supplier after expiration of payment terms extended to Customer by Supplier, the Customer automatically and without notice or presentment shall be deemed to be in default, and default interest shall accrue and become due on the amounts due as of the date of such default until fully paid at an interest rate of 1% per month or at the highest interest rate allowed by law (if higher than 1%). In addition, the Supplier shall be entitled to recovery of all reasonable attorneys' fees and judicial and non-judicial costs incurred in its efforts to collect such amounts due whether a lawsuit or other legal proceedings are filled or not. The Supplier shall be paid by the Customer a minimum of USD 50, as a result of any effort to collect the amounts due after default.

Article 4 Retention of Title

1. Until payment of all amounts due by the Customer to the Supplier has been made in full, the Products delivered to the Customer shall remain in the ownership of the Supplier. If the Customer obtains actual possession of the Products prior to payment in full, the Products shall be deemed to have been provided to the Customer on consignment, and the Supplier at any time shall be entitled to demand that the Customer return the Products to the Supplier, or the Supplier may collect the Products were held by the Customer at the cost of the Customer.
2. Any Products delivered by the Supplier with respect to which it has retained title, may be resold only in the normal course of business.
3. Until payment of all amounts due by the Customer to the Supplier has been made in full, the Customer shall not have the right to vest any third party with rights in the Products without the expressed approval in writing from the Supplier.
4. In the event that third parties wish to vest or exercise any rights (such as but not limited to a right to possession, pledged collateral, garnishment, a secured interest) in the Products delivered with respect to which title has been retained by the Supplier, the Customer shall immediately send written notice thereof to the Supplier.
5. Until title to the Products has passed to the Customer, the Customer shall:
 - store the Products separately from all other products held by the Customer so that they remain readily identifiable as the Supplier's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Products, and
 - maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
6. Unless otherwise specifically agreed to in writing, the Products and Services sold to the Customer are not sold for resale by the Customer; the Customer shall buy the Products and Services for its own use only and shall not sell or transfer nor make the Products or Services available to any third party on any other title. The Customer shall not repack the Products and/or make any changes or alterations of any nature whatsoever to the Products and/or to the packaging of the Products without the Supplier's expressed written consent.

Article 5 Delivery

1. Any delivery time stated by the Supplier shall be an estimate only, and shall not be binding on the Supplier. The Supplier shall not be liable for failure to deliver at the specified time or on the specified date, nor shall such failure be deemed to constitute a breach of the agreement or of the provisions of the GCSD by the Supplier.
2. The Supplier shall be entitled to deliver any order in parts (partial deliveries). Partial deliveries may be invoiced separately.
3. The Customer shall have the right to cancel or rescind a purchase order, a contract or other agreement by written notice sent to the Supplier in the event that the delivery term stated by the Supplier is delayed by more

than 90 days, unless the delay is caused by Force Majeure as defined in these GCSD.

4. In the event of a cancellation or rescission caused by delay as referred to in Article 5.3, the Supplier shall not be liable for any loss or damages, of any kind, incurred or suffered by the Customer or any third parties.
5. Unless otherwise agreed to in writing, the risk of damage to or loss of the Products shall pass to the Customer as soon as the Customer has possession thereof, or as soon as the Customer has paid the Supplier all amounts due and title transferred to the Customer regardless of whether the products have been delivered to or received by the Customer.
6. The Customer shall accept the purchased Products and Services upon delivery. In the event of refusal to accept delivery, the Products shall be stored by the Supplier for the account and risk of the Customer. All additional costs, including but not limited to costs of storage, shall be for the account of the Customer.
7. If the Customer refuses to accept the purchased Products, the Supplier may, without prejudice to the right to claim any liquidated damages, retain as a restocking fee or handling fee any deposits or down payments made by the Customer.

Article 6 Force Majeure

1. "Force Majeure" means: a labor strike or lock-out, war, storm, hurricane, typhoon, or other Act of God, or any circumstances beyond the control of the Supplier or circumstances that were unforeseeable at the moment the contemplated transaction was agreed to and as a result of which performance by the Supplier of its obligations can no longer reasonably be expected of the Supplier nor required by the Customer.
2. In the event that the Supplier finds itself in a situation of Force Majeure, it shall notify the Customer as soon as possible.
3. If the Force Majeure event is of a temporary nature, the Supplier shall have the right to suspend its performance until the effects and consequences of the Force Majeure event no longer exist. Any delivery terms stated by the Supplier shall be extended during and until after the effects and consequences of Force Majeure no longer exist.
4. In the event that, in the Supplier's reasonable opinion, effect or consequences of the Force Majeure event is of a permanent nature and the Supplier has confirmed this to the Customer in writing, the Supplier has the right but not the obligation to rescind the agreement by sending a written notice thereof to the Customer. The Supplier shall not be liable whatsoever for loss or damages sustained by the Customer or third parties resulting from any such Force Majeure.

Article 7 Defects/Complaints/Claims

1. The Customer shall inspect or have the purchased Products and Services inspected upon delivery. The Customer shall verify whether the Products and Services delivered are in good condition, otherwise comply with the terms agreed including specifically whether the Products were delivered in the correct quantities, and if the quantities delivered are the same or differ from the quantities stated in the delivery note/receipt, etc.
2. In case of visible defects in Products or Services, or defects in quantities, or in case of any visible damage or defects in the packaging or the Products, the Customer shall describe with particularity such visible damages, defects or shortages on the delivery note/receipt promptly upon delivery. If no damages, defects and/or shortages have been stated on the delivery note/receipt, the Products shall be deemed to have been conforming and accepted as delivered.
3. Any claims with respect to non-conforming Products or Services including but not limited to condition, damage, defects or shortages, and any claims with respect to the invoice, shall be submitted by the Customer to the Supplier in writing within 10 days of delivery or receipt of the invoice, or ultimately within 10 days after the Customer could reasonably have discovered such non-conforming or defective nature of the Product or Service. The Supplier shall not be liable for any claim that is brought to its attention after such period.
4. In case of acceptance by the Supplier of any claim in relation to non-conforming or defective Products and after the Supplier has given expressed written permission to the Customer to do so, or in case of a Product recall initiated by the Supplier, the Customer shall return the Products to the Supplier. In such instances, the cost of returning the Products to the Supplier will be borne by Supplier. The Supplier shall not accept any return of Products, except for returns in accordance with this provision.

5. Unless non-conforming, defective or recalled Products are returned to the Supplier pursuant to and in compliance with the provisions of Article 7.4, the Customer's obligation to pay the invoice shall remain unaffected despite the non-conforming or defective nature of the Product or its recall.

Article 8 Intellectual Property Rights

1. "Intellectual Property Rights" means copyright and related rights, trade marks, service marks, rights in designs, patents, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. The meaning of "Intellectual Property Right" includes any one of the aforementioned Intellectual Property Rights.
2. The Customer acknowledges that all Intellectual Property Rights in the Products and the Services and related Supplier documentation, included but not limited to product sheets, instructions for use, process descriptions, protocols for treatment, SDS and the like, belong solely to the Supplier.
3. The Supplier gives no warranty, neither expressed nor implied, with respect to the validity of the Supplier's Intellectual Property Rights.
4. The Customer shall indemnify the Supplier against all liabilities, actions, costs (including legal and other professional costs) expenses, claims, proceedings and demands with respect to any infringement or alleged infringement of Intellectual Property Rights attributable to any third party that may arise as a consequence of the Supplier complying with any special instructions from or requirements of the Customer relating to the Products and the Services.

Article 9 Confidentiality

1. The Customer agrees not to divulge or communicate to any person (other than those representatives of the Customer who need to know for the purpose of carrying on the Customer's business or upon the Supplier's instructions or with the Supplier's written approval) nor use for purposes other than carrying on the Customer's business, any of the confidential information regarding the Products, the Services or the business of the Supplier which the Customer may have received or obtained in the Customer's course of dealings with the Supplier, such confidential information understood to include but not be limited to Supplier documentation such as product sheets, instructions for use, process descriptions, protocols for treatment, SDS and the like.

Article 10 Liability

1. The Supplier shall not be liable for any loss or damages of any nature whatsoever which the Customer may suffer including but not limited to loss or damages resulting from the use, application or storage of the Products, or defects in the Products or Services delivered by the Supplier or as a result of any delay in delivery or any other fact, unless such loss or damages are the direct result of and caused by Supplier's gross negligence or willful misconduct.
2. The Supplier shall in no event be liable for indirect or consequential damages that the Customer may suffer. such damages to include but not to be limited to loss of profit, missed savings and damage due to business stagnation.
3. To the extent that the Supplier shall be liable to the Customer for any damages, such liability shall not exceed the amount of the invoice value of the Products or Services delivered to the Customer by the Supplier in relation to which the damages and the connected claim have arisen.
4. The Supplier shall not be liable for damages related to defects in Products or Services if the Customer failed to comply with its obligation to notify the Supplier in accordance with the provisions of Article 7.
5. Any and all right of Customer to pursue a claim against Supplier for loss or damages in a court of law will be barred and lost forever if not commenced within a period of 3 months after a defect in Products or Services has been notified to the Supplier or if the loss or damages were not known or reasonably discoverable then within 3 months of when the loss or damages were or could reasonably have been known or discovered, unless pursuant to applicable provisions of mandatory law the period within which to bring an action cannot be limited contractually as contemplated herein.

6. If the limitation of liability of Supplier for the damages as described in any part of this Article 10 is in conflict with any applicable provision of mandatory law, then the severability provisions of Article 1.5 shall apply. Further, it is accepted and acknowledged by the Customer that the intent of Article 10 is that in no event shall Supplier be liable for damages in excess of the amount to which liability is allowed to be limited, and the time within which to file a lawsuit should be that time set forth in Article 10.5 or the shortest amount of time to which this limitation may be contractually shortened from that required by applicable statutes of limitation. Alternatively, and notwithstanding any award or judgment for damages obtained against Supplier, the Customer agrees to limit its recovery of damages to that amount of money available from insurance coverage maintained and acknowledged by the Supplier's insurance company.

Article 11 Applicable Law and Dispute Resolution

1. Any and all contracts and agreements including their validity, construction and performance, between the Supplier and the Customer shall be governed by the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, or also named "CISG"), shall not apply to any sale and/or delivery of products or services by the Supplier.
2. Supplier and Customer irrevocably and unconditionally (i) agree that any suit, action or legal proceeding between themselves shall be brought in the courts of record of the State of Florida in Miami-Dade County, Florida or the court of the United States, Southern District of Florida; (ii) consent to the jurisdiction of each such court in any such suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agrees that service of any court papers may be affected on such party in such manner as may be provided under applicable laws or court rules in such courts.