

1. Definitions

For the purposes of these General Terms and Conditions of Sale (GTCS), the following capitalized terms shall have the meanings set forth below:

- GTCS: These General Terms and Conditions of Sale.
- Seller: MANE USA INC. or any of its subsidiaries.
- Buyer: Any individual or legal entity that orders or purchases Products from the Seller.
- Products: Any materials offered or supplied by the Seller to the Buyer.
- Information: Any commercial, financial, technical, or scientific information disclosed by the Seller to the Buyer in connection with the sale of Products. This includes, but is not limited to, technical specifications, formulas, samples, methods, and know-how.
- Party: Refers to either the Buyer or the Seller individually or both collectively. Unless the context indicates otherwise, singular terms also include their plural forms and vice versa.

2. Applicability of the GTCS

These GTCS govern all sales of Products by the Seller and establish the terms and conditions under which the Seller agrees to supply Products to the Buyer. Any additional or conflicting terms from the Buyer, including those appearing on a purchase order or other documents, are expressly rejected unless expressly agreed to in writing by the Seller. Unless otherwise stated in the offer, price and delivery quotations remain valid for thirty (30) days from issuance and are subject to confirmation upon receipt of an order.

3. Orders

By placing an order with the Seller, the Buyer unconditionally accepts these GTCS. Orders become binding on the Seller only upon issuance of the Seller's order confirmation.

Orders may not be modified or canceled without the Seller's prior written consent. Any approved changes are subject to potential cost and schedule adjustments.

Unless otherwise agreed in writing by the Seller, the minimum order value is US\$500 (excluding taxes).

4. Delivery and Risk of Loss

Delivery dates provided in the Seller's order confirmation are estimates and do not constitute a guarantee. A delay in delivery does not entitle the Buyer to cancel the order, reject the Products, or claim damages.

Unless otherwise stated in the order confirmation or agreed in writing by the Seller, shipping terms follow FCA Seller's factory (Incoterms 2020).

5. Inspection Period

Upon receiving the Products, the Buyer must inspect them and note any shortages, excess quantities, alterations, or visible damage on the bill of lading. These issues must also be reported to the carrier.

If the Buyer wishes to reject the Products, they must notify the Seller within five (5) days of delivery. Failure to do so will be considered acceptance of the Products.

For defects that were not reasonably discoverable upon receipt, the Buyer must notify the Seller within five (5) days of discovering the defect, but no later than ninety (90) days after delivery.

Products may not be returned without the Seller's prior written approval. Any claims are subject to verification by the Seller, either through sampling or inspection at the Buyer's premises, at the Seller's discretion. Claims will not be accepted once the Products have been resold, incorporated into other goods, or altered by the Buyer.

6. Prices

All prices are net and exclusive of any applicable taxes, customs duties, delivery, and insurance costs. Unless otherwise agreed, prices are quoted in US Dollars FCA Seller's factory (Incoterms 2020). Quoted prices are subject to adjustment in the event of any increase in the cost of production or materials or the imposition of, or increase in, tariffs, duties, or other governmental charges applicable to the Products or their raw materials.

7. Payment

Invoices are payable NET 30 by check, ACH, or wire transfer, unless otherwise agreed in writing by the Seller or specified on the invoice.

Any amounts outstanding beyond the due date will accrue interest at 1% per month, compounding monthly. The Buyer is responsible for all reasonable costs incurred in collecting past-due invoices, including attorney's fees.

The Buyer grants the Seller a security interest in any delivered Products until full payment is received and consents to the filing of financing statement to that effect.

8. Retention of title

Title to the Products transfers to the Buyer only upon full payment of the associated invoices.

9. Warranty

The Seller warrants that the Products comply with the **technical specifications** provided by the Seller.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

This warranty does not apply if:

- The claim was not submitted in accordance with Section 5 (Inspection Period).
- The Products were resold, incorporated, or altered by the Buyer or a third party.
- The Buyer misused the Products or failed to store them according to the Seller's instructions.

If the Products do not conform to the agreed specifications, the Seller, at its sole discretion, may either replace the Products at its expense or reimburse the Buyer. This constitutes the Buyer's **sole and exclusive remedy** for non-conforming Products.

10. Purpose and Preservation of the Products.

The Products are intended for incorporation into the Buyer's final products. The Buyer may not resell or repackage the Products for direct distribution to third parties without the Seller's consent.

The Buyer is responsible for ensuring that its final products, which incorporate the Products, comply with all applicable laws and regulations in the countries where they are marketed.

11. Liability

The Seller shall not be liable for **any special, indirect, incidental, punitive, or consequential damages**, including but not limited to: loss of use, lost profits or revenue, or any other economic loss.

THE SELLER'S TOTAL LIABILITY FOR ANY CLAIM ARISING FROM THE SALE OF THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS AT ISSUE.

12. Intellectual Property

All intellectual property rights related to the Products—including but not limited to patents, trademarks, copyrights, know-how, and any other proprietary rights—remain the exclusive property of the Seller.

No intellectual property rights are assigned or granted to the Buyer as a result of the sale of the Products. The Seller grants the Buyer a limited right to use the Products solely for manufacturing and marketing its own products.

The Buyer may not apply for any intellectual property protection related to the Information, inventions, know-how, or technologies developed by the Seller. The Buyer shall not attempt to, nor authorize another to, analyze the Products for the purpose, directly or indirectly, of reverse engineering the composition, function, or characteristics or ingredients of the Products

13. Confidentiality

All Information provided by the Seller is confidential and may not be disclosed or used by the Buyer for any purpose other than those expressly authorized by the Seller.

This confidentiality obligation remains in effect indefinitely.

14. Force Majeure

Neither Party shall be liable for the non-performance of its obligations due to force majeure events, including but not limited to: strikes or lockouts, equipment breakdowns, epidemics, shortages or delays in raw materials, supplier or subcontractor disruptions, or acts of God.

Force majeure suspends the affected Party's obligations for the duration of the event. If the event lasts for more than three (3) months, either Party may terminate the unfulfilled portion of the order.

15. Assignment or Transfer

The Buyer may not transfer or assign any of its rights or obligations under these GTCS without the prior written consent of the Seller.

16. Export control

Products may be subject to applicable export control laws and regulations and executive orders, including export regulations of the European Union and the United States Export Administration Regulations. The Buyer therefore undertakes (i) to comply with all such applicable laws and regulations and executive orders, and (ii) not to sell, resell, export or re-export Products, directly or indirectly, to any individual or entity in violation of the same. The Buyer also represents that it is not a sanctioned entity, or owned or controlled by, or acting on behalf of any person or entity subject to sanctions, under applicable laws and regulations and executive orders of the United States, the European Union, or any other country and/or authority. The Buyer shall be fully liable and shall indemnify the Seller against any claims, damages or losses suffered by the Seller resulting from a breach of such obligations by the Buyer, as well as all costs and expenses incurred by the Seller arising from such a breach.

17. Miscellaneous

The Seller's failure to exercise any right shall not be deemed a waiver of that right in the future. If any provision of these GTCS is found to be illegal or unenforceable, the remaining provisions shall remain in full force and effect.

18. Languages

In case of any discrepancy between the English version of the GTCS and any translation, the English version shall prevail.

19. Applicable Law and Jurisdiction

These GTCS and all sales under them are governed by the laws of the State of Ohio, excluding its conflict-of-law rules.

Any disputes related to these GTCS shall be subject to the exclusive jurisdiction of the state and federal courts of Warren County, Ohio.