

AZECO General terms and conditions of sale**1. Definitions**

In these general terms and conditions, the following words shall have the following meaning:

'AZECO' ('us' 'our'): Azeco Cosmeceuticals B.V., holding its office at Mussenberg 1 6049GZ Herten and registered at the Dutch Chamber of Commerce under 64024970 user of these general terms and conditions;

'Purchaser': the legal person or natural person who, acting in the course of his profession or business, buys products or has the intention to buy products from AZECO.

'Party': either AZECO or Purchaser

'Parties': both AZECO and Purchaser

'Agreement': the written agreement between AZECO and Purchaser regarding the products to be delivered or the work to be performed.

'Order': any order placed by the Purchaser in whatever form, for the purchase of Products or Services.

'Products' (also: 'goods'): the goods to be supplied by AZECO on the basis of an Order

'Services': the services to be rendered by AZECO on the basis of an Order.

2. Scope

2.1. These general terms and conditions shall be applicable to all of AZECO's offers and sales Agreements, unless explicitly stated otherwise. The applicability of Purchaser's general terms and conditions is expressly excluded. These general terms and conditions shall also apply to all our future offers and sales Agreements.

2.2. Any amendments by Purchaser to our commercial offers or purchase orders, which seek to modify these general terms and conditions shall be considered null and void, unless we explicitly agree to such amendments in writing.

2.3. These general terms and conditions have been provided to the Purchaser in the preparation of the sales of products and/or the provision of services. Purchaser acknowledges that he has taken notice of AZECO's general terms and conditions and that he has no objections to their applicability.

3. Commercial Offers & Orders

3.1. Our commercial offers are not binding and may be changed at any time, even if they include a period of validity. Any amendment to a commercial offer made by the Purchaser shall not be valid unless explicitly accepted by us in writing.

3.2. Orders, whether sent to AZECO directly or via our official distributors, shall not be considered to have been accepted unless expressly confirmed by AZECO in writing. The acknowledgement of receipt of an order is not considered to be an acceptance of the order.

3.3. The Purchaser shall provide the Order in writing and provide AZECO with all information AZECO deems necessary for the proper execution of the Agreement.

3.4. All statements by AZECO of numbers, sizes, weights and/or other indications of the Products and/or Services have been made with care but AZECO cannot guarantee that no deviations will occur in this respect. Samples, drawings or models shown or provided are only indications of the Products and/or Services in question.

3.5. If the Purchaser demonstrates that the Products and/or Services delivered deviate from the specifications of AZECO or from the samples or models to such an extent that he can no longer reasonably be obliged to purchase them, the Purchaser has the right to dissolve the Agreement, but only to the extent that such dissolution is reasonably necessary.

3.6. The purchase of Products or Services shall not render the Purchaser a distributor or commercial agent of AZECO, unless he has been explicitly appointed as such by means of a written Agreement.

4. Price & Terms of Payment

4.1. Purchaser shall pay the price Parties agreed upon within the stipulated term of payment. Purchaser is not entitled to any form of settlement or suspension.

4.2. In the event Parties failed to agree to a certain price, AZECO shall be entitled to a remuneration that is acceptable within the industry. All further costs incurred by AZECO in connection with the execution of the Agreement are borne by Purchaser, including out-of-pocket costs, travel and subsistence expenses and costs of third parties involved by AZECO.

4.3. In the event of an increase in one or more of the cost price factors of our products/services, AZECO is entitled to increase the order price accordingly, in as far as necessary to reinstate the economic balance. AZECO shall notify the Purchaser of such price increments. Purchaser shall be granted the opportunity to withdraw his order within five (5) days after notification. If the Purchaser fails to do so within this period, the new conditions of payment shall be deemed accepted and applicable.

4.4 Except as indicated in writing by AZECO:

- Prices are exclusive of VAT and any other taxes;

- Payments shall be made at thirty (30) days from the date of invoicing.

4.5. If the Purchaser fails to pay the invoice within the stipulated payment term, such shall be considered a fundamental breach by the Purchaser. AZECO shall -in his own discretion- be entitled to suspend any further delivery or to terminate the Agreement immediately, without prejudice to any other damages.

4.6. Late payment fees are due automatically, without the necessity of a (written) reminder and without prejudice to any other damages, from the day following the end of the payment term. The interest rate will be equal to the rate applied by the European Central Bank to its most recent refinancing operation plus ten percent (10%). In addition, as compensation for recovery costs and pursuant to the relevant European Directive on combating late payment in commercial transactions, a fixed sum as well as any additional costs of the recovery of the original invoice (to the extent reasonably incurred), shall be payable.

4.7. In the event there has been a substantial reduction of the solvency ratio of the Purchaser, AZECO reserves the right to require payment guarantees from the Purchaser or, as an alternative, to terminate any outstanding orders.

4.8 Purchaser shall indemnify AZECO against all costs and damages that AZECO may incur from:

- Purchaser's absent, incorrect or incomplete registration with tax authorities in his place of residence;
- Purchaser's incorrect, incomplete or delayed filing for income or turnover tax in his place of residence.

5. Delivery & Defects

5.1 Delivery lead times are indicative only and do not constitute an essential condition of sale. They are not binding and AZECO shall never be liable for any delay to deliveries. AZECO shall be entitled to execute the Agreement in phases, in which case delivery and invoicing shall take place accordingly.

5.2 Unless the Parties have agreed on a specific Incoterm (as defined in the latest edition of the International Chamber of Commerce's International Rules for the interpretation of trade terms), risk of loss or of damage to the goods shall pass to the Purchaser ex-works and delivery shall be made when the goods are made available for collection by or on behalf of the Purchaser.

5.3 In case of visible or apparent defects, the Purchaser must immediately inform AZECO in writing on receipt of the goods (Complaint). In case of latent or hidden defects, the Purchaser shall notify us immediately upon discovery of such defects. Complaints must be reported within three months after delivery, in the absence of which the right to complain and/or claim any compensation of damages on the ground of the Products being defective, shall lapse.

5.4 Upon discovery of any defect, Purchaser shall immediately cease to use, process or sell the Products.

5.5 AZECO has the right to investigate the nature of a Complaint and Purchaser shall provide all necessary assistance to facilitate such investigation, including the provision of information on the storage, handling or processing of such Products.

6. Retention of Title

6.1 Full legal and equitable title and interest in all and any goods shall remain with AZECO and shall not pass to the Purchaser until full payment of the price. Goods delivered to the Purchaser while the title to such goods has not yet passed to the Purchaser shall be referred to herein as the ("Reserved Goods"). The retention of title shall not affect the passing of risk under article 5.2.

6.2 The Purchaser shall hold the Reserved Goods as AZECO's fiduciary agent and bailee and will keep the Goods, at the Purchaser's expense, separate from its own goods and those of third parties. The Reserved Goods shall be properly stored, protected, insured to their full replacement value and identifiable as AZECO's property at all times.

6.3 The Purchaser is not allowed to dispose of the Reserved Goods in order to give security to its creditors, in particular to create a charge, execute a bill of sale or to create a lien on the Reserved Goods.

6.4 Should Purchaser be in breach of the Agreement, in particular be in default of payment, AZECO or our agents shall have the immediate right to retake possession of and permanently retain any and all of the Reserved Goods and shall take all necessary steps for the purpose of repossession. All costs incurred by us or our agents in such repossession shall be borne by the Purchaser.

6.5 In the event that the Purchaser processes or mixes the Reserved Goods with other goods, AZECO shall have co-ownership title and rights on the end-product in proportion of the value of the Reserved Goods processed or mixed in relation to the end-product.

6.6 In the event the Reserved Goods were resold or lost, the amounts received by the Purchaser in consideration of such resale or loss are to be transferred to AZECO upon first request.

7. Warranty

7.1. Unless expressly agreed otherwise, AZECO warrants that the goods supplied correspond to our issued specifications at the time of shipment. Any technical advice provided by us, before and/or during the use of the goods, whether provided verbally or in writing, is

given in good faith but without any explicit or implied warranty.

7.2. The processing and use of the goods are undertaken solely at Purchaser's risk, and following any such processing or use, Purchaser shall no longer be entitled to claim any non-compliance with the warranty described above. Purchaser must determine the suitability of the goods for any intended purpose and its manner of use at his own risk and expense.

7.3. Without prejudice to article 7.1., AZECO makes no representation or warranty, express or implied, in connection with the delivered goods or any part thereof, to the fullest extent permitted by law. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded.

8. Limitation of Liability

8.1. To the extent permissible by law and regardless of the nature of the claim, AZECO's contractual and extra contractual liability shall be limited, at our sole discretion, to the replacement or reimbursement of the price of the goods that are defective or missing. This shall not affect Purchaser's right, under applicable law, for requiring specific performance or contract termination. Any other liability, including but not limited to, for loss of profit, indirect or consequential damages is excluded.

8.2. Defective goods are those that do not comply with the specifications given by AZECO or, if applicable, agreed between us and the Purchaser.

8.3 Claims do not release the Purchaser from his obligation to pay the price of the delivered goods. Failure to do so shall be considered as a default in payment in accordance with

9. Packaging

9.1. The Products AZECO delivers, are duly packaged and secured, so that the product integrity and quality is guaranteed during normal conditions of transport. In as far as the packaging is lent to Purchaser, it shall remain the property of AZECO and be returned to us in good condition and within the time indicated by us. If the packaging is not returned within the stipulated time, is destroyed or deteriorates, AZECO shall be entitled, without any prior written notice, to invoice the Purchaser for the cost of its replacement.

9.2. In as far as the Purchaser becomes the owner of the packaging, he shall remove all references to AZECO and shall not use such packaging for anything other than its intended purpose.

9.3. In as far as packaging is supplied by the Purchaser, he shall be responsible for the choice and the quality of the packaging and guarantee that the packaging is suitable for the products. The Purchaser shall at all times adhere to all regulations that may be applicable to the production and use of such packaging materials and shall provide a declaration of conformity to AZECO upon first request.

10. Force Majeure

Events of force majeure and, in general, all circumstances which might prevent, reduce or delay manufacture or dispatch shall entitle AZECO, as appropriate, to terminate, reduce or suspend performance and the Purchaser is not entitled to claim damages during the period of force majeure. The terms "force majeure" and "circumstances" are deemed to refer to any cause, event or circumstance beyond our reasonable control, in particular but not limited to: war, mobilization, strike or lock-out, riot, labour dispute, machinery breakdown or factory stoppage, explosion, fire, natural disaster, flooding, restriction or blockage in transport means, difficulties in sourcing for raw materials or power, and any kind of intervention by the public authorities. If such events of force majeure and circumstances continue for a period of ten days or more, we are entitled to terminate the contract immediately upon notice.

11. Intellectual Property

11.1 AZECO declares that, to the best of its knowledge, the Products do not infringe any intellectual property rights of third parties in force in the Netherlands. AZECO cannot and shall not, however, indemnify the Purchaser against any infringement of intellectual property rights of third parties.

11.2. If AZECO supplies Products on the basis of a specific design or instructions of the Purchaser, Purchaser shall warrant that he holds all necessary rights to use such design or give such instructions. Purchaser indemnifies AZECO in respect of all infringements relating to (the manufacture and use of) the Products on intellectual property rights of third parties.

11.3. Purchaser shall not infringe (nor allow or enable third parties to infringe) any intellectual property rights of AZECO, or its suppliers, with respect to the Products, for example by copying, processing or imitating the Products.

11.4. An Agreement between parties does not contain any transfer of any intellectual property rights in the context of the Products, Services and related document delivered to the Purchaser.

11.5 Purchaser shall refrain from removing or obscuring brand names or identifying marks applied to the Products.

12. Transfer of rights and obligations

12.1. AZECO is permitted to transfer the rights and obligations described in any Agreement with the Purchaser to third parties, in which case AZECO must inform the Purchaser in advance.

12.2 Purchaser is not entitled to transfer his rights and / or obligations under an Agreement to any third party without the prior written consent of AZECO.

13. Services

13.1. This article contains specific provisions for Services to be performed by AZECO for the Purchaser. To the extent contrary, the provisions of this article take precedence over the other provisions of these General Terms and Conditions of Sale.

13.2. AZECO guarantees that:

- a. the Services to be provided by or on behalf of AZECO will be performed in a professional manner;
- b. for the duration of the Agreement the persons to be engaged by AZECO for the performance of the Agreement meet and will continue to meet any further agreed qualifications with regard to education, expertise and experience.

13.3 The Purchaser shall provide AZECO with timely and free access to all resources and facilities required by AZECO, whenever the agreed services make this necessary.

13.4 If it appears that the provision of the Services cannot (partly) be performed as a result of the Purchaser's failure to comply with any obligation towards AZECO or circumstances otherwise attributable to the Purchaser, the Purchaser shall pay the costs arising therefrom, calculated on the basis of the at that point applicable rates of AZECO.

13.5. If the price is determined in post-delivery of Services, all hours incurred by AZECO in performing the Services, including travel hours, may be charged with the addition of costs of materials and all other costs reasonably incurred by AZECO for the performance of Services. AZECO will specify the hours and costs in the relevant invoice.

14. Waiver / Severability

14.1 In the event any provision of these general terms and conditions is declared invalid or unenforceable, the remaining provisions will continue to apply and will retain their validity and significance. In such case(s), the parties will, to the extent possible, replace in good faith the invalid and/or unenforceable provision(s) with valid provision(s) which legally and economically are the closest to the desired purpose and intent of such invalid and/or unenforceable provision(s).

14.2 No waiver of any right under these general terms and conditions shall be deemed effective unless the same is set forth in a writing signed by the party giving such waiver, and no waiver of any right of these general terms and conditions shall be deemed to be a waiver of any such right, or any other rights hereunder, in the future. No breach of these general terms and conditions will be treated as a waiver of any subsequent breach of these general terms and conditions.

15. Law/Jurisdiction

These general conditions of sale and any related contracts shall be governed by the laws of the Netherlands and shall be construed in accordance with such law, excluding the United Nations Convention on Contracts for the International Sale of Goods or any other uniform legislation drawn up on the basis of any Convention, in as far as the law so allows.