

**U.S. General Terms and Conditions
of De Monchy Natural Products, Inc.**

1 Definitions

- 1.1 **Agreement:** shall mean the agreement between the Customer and De Monchy for the delivery of Products.
- 1.2 **Customer(s):** shall mean any natural person or business entity with whom De Monchy and its employees deal in the course of its business, including representative(s), agent(s), successor(s) and including visitors of the De Monchy website.
- 1.3 **De Monchy:** shall mean De Monchy Natural Products, Inc.
- 1.4 **Party or Parties:** shall mean De Monchy and Customer, individually or collectively.
- 1.5 **Product(s):** shall mean the De Monchy products provided pursuant to the Agreement.
- 1.6 **Terms and Conditions:** shall mean these U.S. General Terms and Conditions of De Monchy.

2 Applicability

- 2.1 These Terms and Conditions apply to all offers of De Monchy and exclusively govern the relationship between De Monchy and Customers, and any Agreement or other agreements between De Monchy and Customers, and any subsequent amendment to any agreement or the Agreement, including any agreements for Products that are provided to Customer free of charge. These Terms and Conditions shall be applicable even if De Monchy uses third parties to deliver Products.
- 2.2 No other terms and conditions shall be binding upon De Monchy unless accepted by it in writing. De Monchy expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind De Monchy.
- 2.3 De Monchy reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days notice to Customer.
- 2.4 In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.
- 2.5 The provisions of these Terms and Conditions will not impair any rights that De Monchy may otherwise have under any applicable law.

3 Offers and Acceptance

- 3.1 All offers of De Monchy are non-binding and may be revoked at any time, unless De Monchy stated otherwise in writing. Any amendments made by De Monchy in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Customer of a De Monchy offer will be deemed a new offer by Customer, which De Monchy may accept or reject in its sole discretion.
- 3.2 Offers will only be deemed accepted by De Monchy if it does so in writing. All information, data or undertakings provided verbally or in documentation, price lists or other material related to Products, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with De Monchy.
- 3.3 All offers are based on the information and documentation provided by Customer, and De Monchy may rely on the accuracy thereof. Customer warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties.
- 3.4 Customer hereby understands and accepts that all samples, weights, tonnage, and other statements by De Monchy or any other specifications for Products are estimates only, and for demonstrative purposes, and although De Monchy will use best efforts to ensure their accuracy, it cannot guarantee the absence of anomalies.

4 Prices and Taxes

- 4.1 Configurations and prices of Products are subject to change at any time, and De Monchy shall at all times be entitled to modify price lists, brochures, printed matter, quotations and other documents. Customer agrees to any such changes of prices or configurations if it does not object in writing to De Monchy within seven (7) business days of when Customer receives an invoice incorporating said changes. However, Customer will not be entitled to reject modifications to configurations and prices made by De Monchy as a result of circumstances beyond De Monchy's control, including but not limited to a newly-enacted right or obligation under the law, or a material increase in the price of raw materials. If Customer rejects changes of prices or configurations, De Monchy may terminate the Agreement without any liability towards Customer.

4.2 All prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on De Monchy or Customer by any taxing authority (other than taxes imposed on De Monchy's income), related to Customer's order, unless Customer has provided De Monchy with an appropriate resale or exemption certificate for the delivery location, which is the location where Products are used. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to De Monchy of delivering the Products, whereby and to such an extent De Monchy is entitled to increase its prices accordingly and retro-actively.

4.3 All prices are exclusive of, and Customer shall pay, all costs and expenses for the packaging, packing, loading, transport, dispatch, unloading and/or insurance, which shall be charged to Customer at actual cost and/or customary rates, unless otherwise agreed in writing.

4.4 Customer understands and agrees that market prices of raw materials and/or market prices for Products might be subject to major fluctuations, on short term as well as on long term. Customer understands and accepts the commercial risk of these fluctuations, and Customers understands and agrees that such risk is part of the Agreement. Consequently, Customer agrees that such fluctuations do not give Customer the right to delay, postpone, or refuse performance of any of its obligations under an Agreement.

5 Payment

5.1 Customer agrees to pay, without the right to set-off any amount, all invoiced amounts within thirty (30) days of the invoice date, unless stated otherwise in the Agreement or on the invoice, by transfer to a bank account indicated by De Monchy. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.

5.2 Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.

5.3 Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.

5.4 Customer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of, defect or error in the Products or on any other account whatsoever.

5.5 If De Monchy believes that Customer's financial position and/or payment performance justifies such action, De Monchy has the right to demand that Customer immediately furnish security in a form to be determined by De Monchy, including but not limited to a UCC article 9 security interest, and/or make an advance payment. If Customer fails to furnish the desired security, De Monchy has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to De Monchy for whatever reason will become immediately due and payable.

5.6 Customer shall be liable for amounts which De Monchy incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

6 Delivery, Risk of Loss, and Title

6.1 De Monchy shall deliver the Products in accordance with the Agreement. Delivery times and dates are merely estimates, as well as lead times or any other deadlines, and De Monchy cannot be held liable for any damages as a result of delay in delivery of the Products. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Customer shall notify De Monchy of such in writing. Customer shall not be entitled to cancel or terminate the Agreement, or to claim any damages.

6.2 De Monchy is entitled to engage the services of third parties for the execution of an Agreement. De Monchy is entitled to make partial deliveries. Unless agreed in writing differently, delivery shall be made 'Delivered Duty Paid' at the location set forth in the Agreement, as this term is specified in the Incoterms 2010. Customer must accept delivery of Products during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with De Monchy's rates. In addition, all risk of damages and/or loss of the Product will be transferred to Customer at the moment of the failed delivery.

6.3 The risk of loss or damage of Products shall pass to Customer at the moment of delivery Delivered Duty Paid, even if De Monchy has not yet transferred ownership thereof. Any damage to the Products shall be for the account of the Customer.

6.4 De Monchy shall have the right to change Products and/or to discontinue Products from time to time and shall not be liable for any loss of damage of whatever kind or nature suffered or incurred by Customer as a result thereof.

7 Weight and Quantity of Products

The weight and quantity of the Product delivered to Customer are as set forth in the Certificate of Tonnage, the content of which will be accepted by all parties and cannot be challenged. If such Certificate of Tonnage is not available, then the amounts stated by De Monchy on the relevant invoice will be accepted by all parties and cannot be challenged.

8 Inspection, Acceptance of Products

8.1 Claims in connection to shortages or errors in shipping must be reported in writing to De Monchy within two (2) days of receipt of such shipment. If Customer fails to report timely, De Monchy will have no obligation to correct such shipments, unless Customer bears all the expenses thereof.

8.2 Immediately upon receipt of the Products, Customer shall inspect it for defects and non-conformance with the Agreement and will notify De Monchy in writing within eight (8) days of receipt of a Product, of any defects or non-conformance. After such eight (8) day period, Customer shall be deemed to have irrevocably accepted the Products, if not already previously accepted. After acceptance, Customer shall have no right to reject the Products for any reason or to revoke acceptance. Customer hereby agrees that an eight (8) day period is a reasonable amount of time for inspection and revocation.

8.3 Even if Customer sends notice of alleged defects and non-conformance with the Agreement within eight (8) days of receipt of a Product, Customer is obligated to pay and accept completed order remains.

8.4 In the case of any alleged shortage, errors, defects or non-conformance with the Agreement, Customer shall allow De Monchy to inspect the goods subject to the alleged defect.

8.5 In the case of a Force Majeure event which does not exceed 30 days as described in Article 14, De Monchy is still obliged to deliver according to the Agreement, on the understanding that a 10% difference in weight will be deemed acceptable by all parties.

8.6 Notwithstanding the above, De Monchy will have no obligation to replace or repair any Products if the Products have been handled, processed or stored improperly by the Customer, or if the Products have already been processed and/or if the Customer has not fully met its obligations under these Terms and Conditions.

8.7 De Monchy does not guarantee the suitability or practicability of the Products delivered for any purpose of Customer, regardless of whether De Monchy had previous knowledge of this suitability or practicability of the Products for any purpose of Customer.

8.8 THE SOLE AND EXCLUSIVE REMEDY FOR ALLEGEDLY DEFECTIVE PRODUCTS IS THE REPLACEMENT OF SUCH PRODUCTS OR PARTS OF SUCH PRODUCTS, AT NO COSTS FOR CUSTOMER.

8.9 PRODUCTS CANNOT BE RETURNED, UNLESS OTHERWISE ACCEPTED IN ADVANCE AND IN WRITING BY DE MONCHY.

9 Confidential Information

9.1 Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.

9.2 Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.

9.3 Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.

9.4 Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests.

10 Suspension of Performance and Termination

10.1 De Monchy is entitled in its sole and absolute discretion to suspend its performance (including future partial deliveries) if Customer fails to meet any of its obligations, or if De Monchy reasonably expects that Customer will not fulfill its obligations. If the cause for suspension continues for more than 30 (thirty) days, De Monchy may, at its own discretion, terminate the Agreement without any notice period. De Monchy will not be liable for any damages in connection to the suspension of its performance or the termination of the Agreement.

10.2 Upon suspension and/or termination, all invoiced sums will become immediately due and payable. In the event of suspension of performance by De Monchy, De Monchy may at its sole discretion resell any Products ordered by Customer, at a public or private sale without notice to Customer and without affecting De Monchy's rights to hold the Customer liable for any loss or damage caused by breach of contract by Customer.

10.3 Customer cannot terminate the Agreement for convenience.

10.4 If Customer believes that De Monchy has failed to materially perform under the Agreement, it must notify De Monchy in writing, and allow thirty (30) days for De Monchy to cure such material default.

10.5 Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, De Monchy may terminate its relationship with Customer at any time: (i) if De Monchy reasonably suspects that Customer is using Products to breach the law or infringe third party rights; (ii) if De Monchy reasonably suspects that Customer is using Products without authorization or fraudulently, or that Products provided to Customer are being used by a third party without authorization or fraudulently; (iii) for a force majeure event that continues for more than thirty (30) days upon notice; (iv) if Customer fails to pay any amounts due to De Monchy; (v) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of De Monchy's partners; (vi) the bankruptcy of the Customer has been applied for; (vii) an attachment is levied on the goods of Customer; (viii) Customer is liquidated or discontinued; (ix) Customer is in violation of any applicable laws or regulations; (x) if it becomes so difficult and/or unreasonably expensive to fulfill the Agreement, that fulfilling the Agreement can no longer be reasonably demanded; and/or (xi) De Monchy does not succeed in obtaining the material to be delivered on reasonable terms from their supplier.

11 Representations and Warranties

11.1 DE MONCHY represents and warrants that the Products meet the specifications and specifically agreed upon quality, both as stated in writing by De Monchy, provided that these specifications are explicitly designated by De Monchy as "warranted specifications."

11.2 The representations and warranties hereunder do not cover faults or damages arising from faulty, careless, or improper treatment, faulty and unauthorized commission, improper storage or unloading and unauthorized unpacking of Products, and improper or defective environmental circumstances.

11.3 The rights of the Customer with respect to this warranty clause are restricted to a material lack of conformity with the specifications stated in writing by De Monchy. Customer's rights with respect to this warranty clause are further subject to Customer's compliance with any written guidelines, instructions, or other directions given by De Monchy in relation to the Products.

11.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DE MONCHY, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE DE MONCHY PRODUCTS WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPLICITLY MADE AND PROVIDED BY DE MONCHY IN WRITING TO CUSTOMER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DE MONCHY OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

12 Liability, Limitation of Damages and Indemnification

12.1 DE MONCHY DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE DE MONCHY PRODUCTS. NEITHER DE MONCHY NOR ITS OFFICERS OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM,

DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO ALL SUCH PRODUCTS.

12.2 IN NO EVENT SHALL DE MONCHY, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED) OR INTERRUPTION OF BUSINESS.

12.3 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, DE MONCHY'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS IN CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED.

12.4 THE LIMITATIONS ON DE MONCHY'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT DE MONCHY, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

12.5 Customer agrees to defend and indemnify De Monchy, its present and future officers, directors, shareholders, employees and agents, and to hold each of them harmless from and against any claim, demands, causes of action, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising from Customer's or its customer's specific use of a Product, including product liability claims or actions, unless such action is solely related to the Product itself and has no bearing with the use or combination with other products.

12.6 Customer undertakes and agrees to obtain and keep in full force and effect at all times valid policies of insurance against all liabilities, risks and losses (including but not limited to the losses caused by any unlawful act on the part of any person and liabilities based on product liability claims) in respect of Customer's business relating to the Products.

13 Severability

If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

14 Force Majeure

De Monchy will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control, including, but not limited to war, acts of terrorism, riots, vandalism, strikes, lockouts, labor disputes, natural disasters, governmental actions, fire, amendments in laws or regulations, unavailability of raw materials, the occurrence of hazardous substances, or other similar circumstances. De Monchy will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage. De Monchy shall have the right to suspend its obligations under the Agreement during the duration of the force majeure event. If the duration of such force majeure event exceeds thirty (30) days, De Monchy will have the right to terminate the Agreement in accordance with Section 10.5 above. If when the force majeure event occurs and De Monchy have already partly fulfilled their obligations, De Monchy is authorized to send an invoice for the part already delivered or to be delivered and the Customer has to meet this invoice as if it concerned a separate contract. However, this does not apply if the part already delivered or to be delivered does not have an independent value.

15 Assignment

Customer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. De Monchy is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

16 Entire Agreement

The Agreement and these Terms and Conditions contain the entire agreement between De Monchy and Customer regarding Customer's purchase of the Products, and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written.

17 No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If De Monchy

waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

18 No Beneficiaries

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein; nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

19 No Partnership

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

20 Injunctive Relief

Customer acknowledges that De Monchy shall suffer irreparable injury in case of breach of the obligations under Article 9. Accordingly, in the event of such breach, Customer acknowledges that De Monchy will be entitled to injunctive relief in any state or federal court of competent jurisdiction within the State of New York, and the state in which Customer's offices are located. Customer further submits to the personal jurisdiction of such courts for the purposes of any such action.

21 Governing Law and Arbitration

Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST DE MONCHY, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Issue Date: December 2015

Revised: May 2016