

AMAZONIA BIO - GENERAL CONDITIONS OF SALE 1.OBJECT 1.1 THE HEREIN GENERAL CONDITIONS OF SALE ("GCS") WILL GOVERN CURRENT AND FUTURE BUSINESS RELATIONSHIPS BETWEEN AMAZONIA BIO SPRL ("AB") AND ENTREPRENEURS OR LEGAL PERSONS UNDER THE LAW DESCRIBED IN THE INVOICE ("CLIENT"), EVEN IF NOT EXPRESSLY STIPULATED AGAIN. THE GCS WILL BE REGARDED AS SOLELY BINDING AND FULLY AGREED BY THE CLIENT NO LATER THAN UPON THE DECLARATION OF ACCEPTANCE AB'S QUOTATION, MOMENT IN WHICH THE CLIENT MAKES A STATEMENT TO BE CAPABLE OF FORMING A LEGALLY BINDING CONTRACT WITH AB. 1.2 DEVIATING CONDITIONS OF THE CLIENT OR ARRANGEMENTS WILL ONLY APPLY CASE BY CASE AND IF AB EXPRESSLY CONFIRMS SUCH CONDITIONS IN WRITING. 2. ORDER, APPROVAL, INVOICE AND CONDITIONS OF PAYMENT 2.1 ANY COMMERCIAL INFORMATION IN AB QUOTATIONS IS ALWAYS SUBJECT TO CHANGE, NON-BINDING AND VAT IS NOT INCLUDED. THE PRODUCT DESCRIBED IN THE QUOTATION MAY BE GRANTED TO THE CLIENT IN SMALL QUANTITIES (SAMPLES) UNDER REQUEST WITHOUT ANY COST AS TO THE PRODUCT VALUE (TRANSPORTATION AND TAXES ARE NOT INCLUDED) SO THE CLIENT CAN TEST THE PRODUCT AND APPROVE ITS SPECIFICATIONS. 2.2 THE DECLARATION OF ACCEPTANCE OF THE QUOTATION BY THE CLIENT SHALL BE CONSIDER AS APPROVAL OF THE QUOTATION, THE CONDITIONS AGREED IN WRITING, AS WELL AS OF THE TECHNICAL DATA SHEET AND/OR CERTIFICATE OF ANALYSIS OF THE PRODUCT(S) SENT BY AS PER CLIENT'S REQUEST. 2.3 THE CLIENT'S ACCEPTANCE DECLARATION AND ALL ORDERS SHALL REQUIRE AB'S WRITTEN CONFIRMATION IN ORDER TO BE LEGALLY VALID. 2.4 AB MAY CONFIRM THE CLIENT'S ORDERS WITHIN A PERIOD OF UP TO ONE (1) WEEK BY MEANS OF ISSUING A PRO FORMA INVOICE. 2.5 PROVIDED THAT NOTHING IN THE CONTRARY IS AGREED BY WRITTEN, THE CLIENT SHALL BE OBLIGED TO PAY THE FULL PURCHASE PRICE (WITHOUT A DISCOUNT) WITHIN SEVEN (7) FOLLOWING DAYS FROM RECEIPT OF THE PRO FORMA INVOICE. IF THE CLIENT FAILS TO MAKE PAYMENT IN A TIMELY MANNER, THE OFFER CONDITIONS AND INVOICE SHALL BE CONSIDERED NOT VALID. 2.6 THE ORDER WILL ONLY BE CONSIDERED ACCEPTED AND THE PAYMENT DEEMED EFFECTIVE WHEN THE AMOUNT STATED IN THE PRO FORMA INVOICE IS AVAILABLE (DEPOSITED BY THE CLIENT), IN FULL AND WITHIN THE AGREED TIMELINE, INTO THE AB'S BANK ACCOUNT INDICATED IN THE PRO FORMA INVOICE. THEN THE INVOICE WILL BE RELEASE BY AB. 3. INCOTERMS, STANDARD AGREEMENT AND GENERAL TERMS OF DELIVERY 3.1 THE INCOTERMS SHALL APPLY AS AGREED BY THE PARTIES IN WRITING AND INDICATED IN THE PRO FORMA INVOICE. 3.2 PROVIDED THAT NOTHING TO THE CONTRARY HAS BEEN AGREED BY THE PARTIES IN WRITING, THIS PRO FORMA INVOICE SHALL BE CONSIDER EXWORKS AB'S WAREHOUSE, PLACE IN WHICH AB SHALL PERFORM ITS OBLIGATIONS. THE GOODS WILL THAN BE SHIPPED ON THE ACCOUNT AND RISK OF THE CLIENT. ANY INCREASE OCCURRING WITH RESPECT TO SHIPPING RATES, ADDITIONAL COSTS FOR STORAGE ETC., AFTER THE ORDER ACCEPTANCE WILL BE CHARGED FROM THE CLIENT. FURTHERMORE, IF AGREED AB MAY PLAN AND MAKE THE DELIVERY ON THE CLIENT'S COST AND RISK. 3.3 WITH RESPECT TO ANY LOSS, DETERIORATION OR DESTRUCTION OF THE GOODS, EVEN IN THE CASE OF DELIVERIES WHERE FREIGHT IS PREPAID, RISK SHALL PASS TO THE CLIENT AT THE TIME OF THE TRANSFER OF THE GOODS TO THE COMMISSIONED CARRIER, BUT NO LATER THAN THE TIME ON WHICH THE GOODS LEAVE AB'S WAREHOUSE OR WHEN THE GOODS ARE MADE AVAILABLE FOR PICK UP THERE BY THE CLIENT OR A THIRD PARTY COMMISSIONED BY THE CLIENT TO DO SO. 3.4 IN CASE ANY AB'S SUPPLIER DELIVER THE CLIENT'S ORDER TO AB IN AN INCORRECT, INCOMPLETE, LATE MANNER AND/OR COMPLETELY FAILS TO MAKE THE DELIVER, AB IS ENTITLED TO RESCIND THE CONTRACT WITH THE CLIENT AS A WHOLE OR IN PART. AB WILL NOTIFY THE CLIENT THAT MAY OPT NOT TO RECEIVE THE PRODUCTS IN THE CONDITIONS OFFERED BY AB, THE CONTRACT CAN BE RESCIND BY THE CLIENT AND THE AMOUNT PAID REIMBURSED ACCORDANTLY TO THE SERVICES AND/OR PRODUCTS THAT WERE PROVIDED OR NOT. ONE PARTY SHALL HAVE NO CLAIM AGAINST THE OTHER TO COMPENSATION FOR LOSS/DAMAGE OCCASIONED BY TOTAL OR PARTIAL RESCISSION. 3.5 IF THE CLIENT FAILS TO ARRANGE THE DELIVER AND/OR TO WITHDRAW THE GOODS ORDERED WITHIN THE TIME AGREED IN WRITTEN OR WITHIN REASONABLE TIME LIMITS FIXED BY AB, AB MAY PLAN AND CHARGE THE DELIVERY OF THE GOODS AT THE CLIENTS' EXPENSE AND RISK TO THE ADDRESS INDICATED BY IT, OR TO CHARGE FOR A STORAGE COST, AT AB'S OPTION, UNTIL THE CLIENT WITHDRAWS THE BOUGHT PRODUCT(S). 3.6 THE TIME OF DELIVERY IS UNDERSTOOD AS AN APPROXIMATE AGREEMENT UNLESS OTHERWISE EXPRESSLY AGREED. 3.7 IN CASE OF FORCE MAJEURE, AB WILL BE ENTITLED TO POSTPONE OBLIGATIONS OR RESCIND THE CONTRACT, PARTIALLY OR TOTALLY, REGARDLESS OF WHETHER THE EVENTS OCCUR ON AB PART OR ON THE PART OF AB'S SUPPLIER. AB WILL NOTIFY THE CLIENT AND IF THE EVENT PERSISTS FOR MORE THAN TWO (2) MONTHS, THE CLIENT MAY RESCIND THE CONTRACT AS TO THE UNACCOMPLISHED PART; AND ANY RESPECTIVE AMOUNTS PAID BY THE CLIENT IN ADVANCE WILL BE REIMBURSED TO THE CLIENT WITHOUT DELAY. 3.8 IF AB DEFAULTS IN MAKING A DELIVERY, THE CLIENT IS ONLY ENTITLED, SUBSEQUENT TO THE EXPIRY OF A REASONABLE EXTENSION OF TIME OF AT LEAST FIFTEEN (15) DAYS, TO RESCIND THE CONTRACT AND HAVE ITS PAID AMOUNT REIMBURSED BY AB. 3.9 IF CLIENT'S ORDER IS RETURNED BACK TO AB BECAUSE THE COURIER, POSTAL SERVICE OR ANY OTHER SERVICE PROVIDER COULD NOT COMPLETE THE DELIVERY AT THE ADDRESS INDICATED BY THE CLIENT FOR ANY REASON, THE CLIENT WILL BE RESPONSIBLE FOR THE REPEATED DELIVERY COSTS AND ANY OTHER EXPENSE THAT MIGHT ARISE FROM IT, I.E.: STORAGE COST. 4. DELIVERY PROCEDURE, ANALYSIS AND CARGO WARRANTY 4.1 AS AB MAY PROVIDE IN ADVANCE PRODUCT SAMPLES FREE OF CHARGE AS TO THE PRODUCT COST ACCOMPANY WITH THE PRODUCT' TECHNICAL SPECIFICATION; AND BEING MOST OF THE AB'S PRODUCTS PERISHABLE AND/OR DEPENDING ON SPECIFIC STORAGE PROCEDURES, THE CLIENT HAS NO RIGHT TO RETREAT OF ITS PURCHASE AFTER THE DECLARATION OF ACCEPTANCE (L'ABSENCE DE DROIT DE RÉTRACTATION) ONCE IT DECLARES TO HAVE APPROVED THE BOUGHT GOOD CHARACTERISTICS. 4.2 THE CLIENT IS ALWAYS OBLIGED TO SIGN THE AB'S DELIVERY RECEIPT DECLARING IT HAS EXAM THE DELIVERED GOODS AND HAS APPROVED THEM AS TO LACK OF OBVIOUS DEFECTS, DEFICIENCIES OR DAMAGE OF THE EXTERNAL PACKAGING. ALL CLAIMS IN THIS MATTER FOR ANY LEGAL GROUND WILL BE BARRED. 4.3 IN CASE OF ANY PROBLEM THE DELIVERY RECEIPT SHALL BE SIGN APPOINTING THE REJECTION OF THE CARGO DUE TO DEFECTS, DEFICIENCIES OR DAMAGE AND RETURN THE CARGO BY THE DELIVER RESPONSIBLE PERSON. EXCLUSIVELY IN CASE OF DENIAL BY THE DELIVERY RESPONSIBLE TO TAKE THE CARGO BACK, THE CLIENT SHALL SENT THE PRODUCT FROM THE DELIVERY ADDRESS UNTIL THE PLACE INDICATED BY AB BY THAT TIME; AND BE REIMBURSE BY AB ONLY FOR THE COST FOR TRANSPORT. THIS REIMBURSE WILL DEPENDON THE CLIENT NOTIFICATION FOR AB IN WRITING WITH PROVES OF THE REJECTION MOTIVES ACCOMPANY WITH RESPECTIVE CERTIFICATES (IF EXISTENT) FROM THE RAILWAY AUTHORITY, THE POSTAL AUTHORITY OR THE FORWARDING AGENT, EVIDENCING THE TRANSPORT LOSS OR THE DEFICIENCY, AS WELL AS PROVE FOR THE COSTS OF TRANSPORT FROM THE CLIENT'S DELIVERY ADDRESS INDICATED IN THE INVOICE TO THE PLACE INDICATED BY AB BY THAT TIME. THE NOTIFICATION AND THE CARGO (IF THE CASE) SHALL BE SENT IMMEDIATELY TO AB'S INDICATED ADDRESS, BUT NOT LATER THAN WITHIN TWO (2) BUSINESS DAYS FROM RECEIPT OF THE GOODS, BEING THE GOODS PROPERLY STORED UNTIL THEN. 4.4 IN THE CASE OF PRODUCT REJECTION BECAUSE OF DEFECTS, DEFICIENCIES OR DAMAGE IN THE PACKAGING, AB WILL BE ENTITLED CHOSE BY ITSELF WHETHER TO SUBSTITUTE THE CARGO IN THE SAME CONDITIONS AS AGREED WITH THE CLIENT IN THE DECLARATION OF ACCEPTANCE AND SEND ANOTHER CARGO; AND / OR TO REIMBURSE THE CLIENT. 4.5 THE CLIENT SHALL ALSO CARRY OUT ANALYSIS OF A SAMPLE FOR TESTING / PROCESSING IN THE SAME DAY OF THE CARGO DELIVERY IN ORDER TO DETERMINE WHETHER THE PRODUCT(S) IS/ARE IN ACCORDANCE WITH THE TECHNICAL DATA SHEET AND / OR THE CERTIFICATE OF ANALYSIS APPROVED BY THE CLIENT IN THE DECLARATION OF ACCEPTANCE. IN CASE THE RESULTS ARE POSITIVE (PRODUCT COMPATIBLE WITH THE AGREED CONDITIONS) AND CLIENT FAILS TO CARRY OUT THE INSPECTION, THE GOODS ARE DEEMED AS APPROVED OF AND ANY

LIABILITY ON OUR PART IS EXCLUDED FOR DEFECTS, WHICH ARE ASCERTAINABLE BY AN ANALYSIS OR SAMPLE TESTING CARRIED OUT AT SAME OTHER TIME. 4.6 ANY DEFECTS ASCERTAINABLE BY THE INSPECTION OF THE GOODS MUST BE REPORTED IMMEDIATELY IN WRITING UPON RECEIPT OF THE RESULTS OF THE PROPER INSPECTION. THE GOODS WILL BE DEEMED AS APPROVED IF AB DOES NOT RECEIVE THE NOTICE OF DEFECTS WITHIN THREE (3) DAYS AFTER RECEIPT OF THE GOODS. THE BURDEN OF PROOF REGARDING ALL CONDITIONS, IN PARTICULAR, THE EXISTENCE OF THE DEFECT, THE TIME OF ASCERTAINMENT OF THE DEFECT AND THE TIMELY NOTIFICATION OF THE DEFECT RESTS WITH THE CLIENT. SPECIMEN OF THE GOODS SUBJECT TO COMPLAINT MUST ACCOMPANY BY THE NOTICE OF DEFECTS. 4.7 IF THE GOODS ARE PROCESSED WITH THE DEFECTS ASCERTAINED OR THAT COULD HAVE BEEN ASCERTAINED HAD EXTREME CARE BEEN USED, THE GOODS WILL BE AT THE CLIENT'S SOLE RISK AND AB WILL BE EXEMPTED FROM ANY ACTION. 4.8 IN THE EVENT THE GOODS ARE DEFECTIVE, AB RESERVES THE RIGHT, AT ITS CHOICE, TO REMOVE THE DEFECT THROUGH SUBSEQUENT DELIVERY (SUBSEQUENT PERFORMANCE), TO REIMBURSE OR TO MAKE A REDUCTION IN THE PAID PRICE. IN CASE OF SUBSEQUENT PERFORMANCE, AB SHALL BE OBLIGATED TO BEAR ALL EXPENSES NECESSARY FOR THIS PURPOSE, IN PARTICULAR, COSTS OF TRANSPORT, TRAVEL, LABOR AND MATERIALS, UNLESS THE SAME ARE INCREASED AS A RESULT OF THE FACT THAT THE PURCHASED GOODS HAVE BEEN TRANSPORTED TO A PLACE OTHER THAN THE PLACE OF DESTINATION. IN CASE OF REIMBURSEMENT OR PRICE REDUCTION, THE AMOUNT SHALL BE DEPOSIT BY AB TO THE CLIENT AS SOON AS POSSIBLE, BUT NO LATER THAN TWO (2) WEEKS FROM THE DEFECT NOTIFICATION DATE. 4.9 AB WILL NOT BE LIABLE FOR ANY DEFECT IF THE CLIENT FAILS TO GIVE THE NOTICES AS AFORESAID. UNDERSTOOD AS PRECLUDED BY LAW, AB WILL NOT BE LIABLE FOR ANY CLIENT'S INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSES (INCLUDING LOSS OF PROFITS, BUSINESS OR GOODWILL) HOWSOEVER ARISING OUT OF ANY PROBLEM THE CLIENT HAS NOTIFIED TO AB UNDER THIS CONDITION. MOREOVER, AB SHALL HAVE NO LIABILITY TO PAY ANY AMOUNT TO CLIENT BY WAY OF COMPENSATION OTHER THAN TO REFUND THE CLIENT FOR THE AMOUNT PAID (TOTAL REIMBURSE) FOR THE GOODS IN QUESTION OR THE PRICE REDUCTION, BEING THIS AMOUNT PAID ONLY DEPENDING ON THE SOLELY CHOICE OF AB ABOUT THE MATTER, AS STATED IN CLAUSE 4.8 HEREIN ABOVE. 4.10 THE CLIENT'S CLAIM CEASES TO EXIST UPON ASSERTION OF THE CLAIM FOR PURCHASE PRICE REDUCTION, THE REIMBURSEMENT OR SUBSEQUENT PERFORMANCE. 4.11 THE CLIENT CANNOT DERIVE ANY RIGHTS FROM DEFECTS AS A RESULT OF WHICH THE VALUE OR THE FITNESS OF THE GOODS FOR THE USE DISCERNIBLE BY AB IS NOT IMPAIRED OR IS IMPAIRED ONLY INSIGNIFICANTLY, NOR IF THE TECHNICAL DEVIATIONS FROM THE APPROVED TECHNICAL DATA SHEETS AND THE CLIENT'S INSPECTION AFTER THE CARGO DELIVERY ARE NOT SIGNIFICANT (HIGHER THAN 10% PER ITEM). 4.12 IF AND TO THE EXTENT THAT AB ISSUES ANY MANDATORY REGULATIONS REGARDING USE AND STORAGE, ALL DEVIATIONS THEREFROM THAT ARE DISADVANTAGEOUS TO THE CLIENT WILL BE THE CLIENT'S RESPONSIBILITY. 4.13 WARRANTY CLAIMS BECOME TIME-BARRED WITHIN THREE (3) DAYS FROM DATE OF DELIVERY. THE LIMITATION PERIOD FOR RECOVERY CLAIM AGAINST THE SUPPLIER UNDER SECTION AND OF THE CIVIL CODE SHALL NOT BE AFFECTED BY THE FOREGOING SENTENCE. 5. LIABILITY 5.1 CLAIMS TO DAMAGES OF ANY KIND WHATSOEVER AGAINST AB, AB'S LEGAL REPRESENTATIVES AND VICARIOUS AGENTS BOTH WITHIN THE CONTEXT OF, AND EXTERNAL TO, THE WARRANTY OBLIGATION, ESPECIALLY WITH RESPECT TO DAMAGE / LOSS NOT TO THE DELIVERED OBJECT ITSELF, FOR EXAMPLE: ARISING FROM A BREACH OF SECONDARY CONTRACTUAL OBLIGATIONS, ERRONEOUS ADVICE, CULPA IN CONTRAHENDO, UNLAWFUL / TORTUOUS ACTS; UNLESS AB IS GUILTY OF (WILLFUL) INTENTION AND GROSS NEGLIGENCE, THE BREACH OF A FUNDAMENTAL CONTRACTUAL OBLIGATION OR VIOLATION OF HEALTH OR OTHER PERSONAL INJURY. A FUNDAMENTAL CONTRACTUAL OBLIGATION IN THIS SENSE IS ANY OBLIGATION THAT MAKES THE PROPER PERFORMANCE OF THE CONTRACT POSSIBLE AT A WHOLE AND WHICH THE CLIENT CAN GENERALLY RELY ON BEING FULFILLED. 5.2 LIABILITY FOR GROSS NEGLIGENCE ON THE PART OF AB'S VICARIOUS AGENTS, PROVIDED THAT THESE ARE NOT EXECUTIVE (MANAGING) EMPLOYEES, AS WELL AS FOR BREACH OF FUNDAMENTAL CONTRACTUAL OBLIGATIONS IS LIMITED, HOWEVER, TO THE AMOUNT OF TYPICAL, FORESEEABLE LOSS / DAMAGE, UNLESS AB IS LIABLE OF VIOLATION OF HEALTH OR EITHER PERSONAL INJURY. 5.3 THE HEREOF LIMITATIONS OF LIABILITY AND EXCLUSIONS OF LIABILITY DO NOT APPLY IF THERE IS LIABILITY PURSUANT TO PRODUCT LIABILITY LAW. 6. RETENTION OF TITLE 6.1 AB RETAINS PROPERTY OF THE GOODS DELIVERED UNTIL THE FULL PAYMENT OF THE PRO FORMA INVOICE IS AVAILABLE TO AB. 6.2 PURSUANT TO THE LAW OF THE CLIENT'S COUNTRY, THE CLIENT'S ASSISTANCE MAY BE REQUIRED FOR THE PROPERTY TITLE TRANSFER TO BE COMPLETE (E.G. FOR CUSTOMS OR MAKING REGISTRIES), BEING THE CLIENT IS OBLIGED TO PERFORM SUCH ACTS. 7. INVALIDITY 7.1 IF ANY PART OF THESE TERMS AND CONDITIONS IS UNENFORCEABLE, THE ENFORCEABILITY OF THE OTHER PARTS SHALL NOT BE AFFECTED. 8. NOTICES 8.1 THE INFORMATION PROVIDED ON AB'S WEBSITE, CATALOG AND ANY OTHER MARKETING DOCUMENT, AS WELL AS NON-TECHNICAL DATA CONTAINED IN AB'S TECHNICAL DATA SHEET DO NOT SEEK TO DIAGNOSE DISEASE, TO REPLACE MEDICAL ADVICE. AB MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY AND/OR COMPLETENESS SUITABILITY OF THE INFORMATION FOR ANY PURPOSE. 9. PLACE OF JURISDICTION AND APPLICABLE LAW 9.1 THE PLACE OF PERFORMANCE OF ALL LIABILITIES UNDER THE CONTRACTUAL RELATIONSHIP IS BRUSSELS, BELGIUM. 9.2 THE LAW OF THE BELGIUM KINGDOM SHALL APPLY EXCLUSIVELY, PLACE OF JURISDICTION FOR ALL LEGAL DISPUTES ARISING FROM THE CONTRACTUAL RELATIONSHIP OR WITH RESPECT TO ITS ORIGIN OR VALIDITY IS BRUSSELS TO THE EXCLUSION OF THE UNITED NATIONS CONVENTION. 9.3 WITH RESPECT TO CONTRACTS WITH MERCHANTS AND PERSONS WHOSE PERMANENT DOMICILE IS LOCATED OUTSIDE OF THE EUROPEAN UNION, THE PLACE OF JURISDICTION FOR ALL CONTRACTS ENTERED INTO WITH AB AND FOR ANY DISPUTES ARISING FROM SUCH, IS BRUSSELS, BELGIUM. AB IS NEVERTHELESS ENTITLED, AT AB'S ELECTION, TO BRING LEGAL ACTION AGAINST THE CLIENT IN THE JURISDICTION, WHICH IS GENERALLY AND SPECIFICALLY COMPETENT IN RELATION TO THE CLIENT.