

## General Terms and Conditions of Sale of AB Vista, Inc. ("Seller")

In these terms and conditions ("Terms"):

**Buyer** – the organization or person placing an order for Goods.

**Contract** - a written contract between Seller and Buyer for the sale and purchase of Goods on these Terms. By way of example, the Contract could be evidenced by a PO or one or more emails or other written documentation which describe the product, quantity and pricing of Goods.

**Force Majeure Event** – any circumstances beyond the reasonable control of Seller (including, but not limited to, acts of God, governmental actions, labor disputes, accidents, national emergency, acts of terrorism, protests, adverse weather conditions, fire, stoppage, shortage or unavailability of raw materials from normal sources of supply, unexpected cost increases caused by unexpected events.

**Goods** – the goods (or any part) or any related services Seller agrees to sell or perform and Buyer agrees to purchase under the Contract.

**Loss(es)** – any loss, claim, liability, expenses or damages suffered or payable whether arising directly or indirectly.

### 1 Application of these Terms

1.1 These Terms shall govern and are incorporated into every Contract made by or on behalf of Seller unless specifically excluded or varied in writing by a director of Seller and any purported provisions to the contrary are hereby excluded.

1.2 Acceptance by Buyer of delivery of the Goods is deemed to constitute unqualified acceptance of these Terms.

1.3 If, subsequent to any Contract, a contract of sale is made between Seller and Buyer without reference to any conditions of sale or purchase, such contract however made is deemed to be subject to these Terms.

1.4 Seller reserves the right to change these Terms and any such modification shall apply with effect from 30 days after written notice by Seller of its revised terms and conditions.

### 2 Orders

2.1 Each order or acceptance of a quotation for Goods by Buyer from Seller is an offer by Buyer to buy those Goods subject to these Terms and is subject to acceptance by Seller. Each acceptance of an order by Seller shall give rise to a separate Contract. Any quotation by Seller is not an offer and Seller reserves the right to withdraw or revise a quotation at any time prior to Seller's acceptance of Buyer's offer.

2.2 No order shall be binding on Seller unless and until it has been accepted in writing, or performed by Seller. Seller shall use reasonable efforts to meet Buyer's requested delivery schedule but reserves the right to vary delivery deadlines where operationally necessary. Subject to Section 10, once Seller has accepted an order, Buyer may not cancel the order except with the prior written agreement of Seller.

### 3 Prices

3.1 Unless otherwise agreed by Seller in writing and subject to these Terms:

(a) the price payable for Goods shall be the price quoted by Seller; and

(c) the price for Goods shall be exclusive of all costs and charges in relation to loading, unloading, carriage, insurance, transport and duties all of which amounts Buyer shall pay in addition when it is due to pay for the Goods.

3.2 All prices are exclusive of any applicable value added tax (or any similar sales taxes or duties), which Buyer is additionally liable to pay to Seller.

### 4 Terms of payment

4.1 Seller shall be entitled to invoice Buyer for the price of the Goods on or at any time after Seller has accepted Buyer's order for the Goods. If an order is delivered in installments Seller shall be entitled to invoice each installment as and when Buyer is notified of a date for dispatch of that installment.

4.2 Unless otherwise agreed in advance in writing, signed by a director of Seller, Buyer shall pay all undisputed invoices for the Goods not later than 30 days from the date of invoice, notwithstanding that property in the Goods has not passed to Buyer. If Buyer, in good faith, disputes any part of an invoice, Buyer shall promptly notify Seller in writing of the disputed invoice and the reason for the dispute, and the parties agree to negotiate promptly and in good faith a reasonable settlement of the disputed amount. Time for payment shall be of the essence. Payment shall become due immediately upon the occurrence of any of the events referred to in Section 9 (Buyer's Default).

4.3 If pursuant to the terms of the Contract the price is payable in installments or if Buyer has agreed to take specified quantities of Goods at specified times, any default by Buyer in the payment of any due installment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the price to become due immediately.

4.4 Except as set forth above, Buyer shall make all payments due under the Contract in full to Seller without any deduction of set-off, counterclaim, discount, or abatement.

### 5 Delivery

5.1 All times, dates or periods given for delivery of the Goods are estimates given in good faith. Buyer shall take delivery of the Goods within 7 days of Seller giving Buyer notice that the Goods are ready for delivery, or earlier on reasonable notice to Buyer.

5.2 Unless otherwise agreed by Seller in writing, the Goods will be delivered CIP (Named Destination as such term defined by Incoterms 2010) to the agreed point of destination.

5.3 Buyer shall not be entitled to reject the Goods if Seller delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the order invoice. Subject to Section 12 (Force Majeure), Buyer may cancel an order should Seller be more than 7 days late on delivery within the US unless the parties have agreed otherwise.

5.4 Buyer is responsible at its own cost for complying with all export and import legislation, regulation and controls, including obtaining export and import licenses, and paying all applicable duties, and for obtaining all other consents required to deliver the Goods.

### 6 Passing of title and risk

6.1 Risk of any loss or damage to the Goods or other packaging or materials shall pass to Buyer in accordance with CIP (Incoterms 2010) or as otherwise agreed or, if Buyer wrongfully fails to take delivery of the Goods, the time when Seller has tendered delivery of the Goods. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, ownership of the Goods shall only pass when Seller has received payment in full of the price of the Goods.

6.2 Buyer's right to possession of any Goods for which payment has not been made in full and cleared funds to Seller shall terminate immediately if: (i) Buyer has a bankruptcy order made against it or makes an arrangement with its creditors, or otherwise takes the benefit of any statutory provision for the relief of insolvent debtors, convenes a meeting of creditors (whether formal or informal), enters into liquidation (whether voluntary or compulsory), has a receiver and/or manager, administrator or administrative receiver appointed, or Buyer's credit-worthiness materially deteriorates; (ii) Buyer fails to observe or perform any of Buyer's obligations under the Contract or any other contract between Seller and Buyer, or is unable to pay its debts as they come due or Buyer ceases to trade.

6.3 Buyer grants to Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Buyer is in default with respect to its payment obligations to Seller under the Contract or Buyer's right to possession has terminated, to recover them.

### 7 Conditions, Warranties and Representations

7.1 Buyer and Seller agree that Goods will meet (in all material respects) its specifications at the time of delivery only and will comply with all applicable existing, applicable statutory requirements.

7.2 Except as set out in these Terms, any conditions or warranties (whether express or implied or arising from conduct or a previous course of dealing or trade custom or usage) or other terms as to the quality of the Goods or their fitness for any particular purpose or as to the correspondence of the Goods with any description or sample are hereby expressly excluded to the fullest extent permitted by law and no warranty is given by Seller for the condition of the Goods after the expiration of the shelf life (if any) of the Goods.

### 8 Product Recall Procedures

8.1 Either party shall notify the other party immediately upon becoming aware of:

(a) any material or functional defect in the Goods delivered; (b) any material error or omission in the instructions for the use of the Goods; (c) a risk of any incident that may damage the reputation of Seller or any of its brands; or (d) any order from a competent court of regulatory authority that the Goods are to be withdrawn from sale.

8.2 Seller may require Buyer at Buyer's cost to:

(a) recall, return, isolate or dispose of any Goods or any finished products into which the Goods have been incorporated already sold by Buyer to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by Buyer at Seller's option); and/or

(b) issue any notification to Buyer's customers about the manner of use, operation or safety of any Goods or finished products already sold by Buyer.

8.3 Buyer shall not carry out a product recall of any Goods without Seller's prior written consent. Buyer shall not publicize in any way this Agreement, any product recall or any other related matter without Seller's prior written consent except where required by law.

8.4 If there is a product recall, Buyer will use its commercially reasonable efforts to cooperate with Seller to ensure a prompt and effective product recall. Buyer will comply with legally required procedures covering product recall subject to any directions received from Seller.

8.5 Buyer must retain all batch records and product information pertaining to the recalled Goods and make them available to Seller within 1 day of Seller's notification of the need to recall Goods. Buyer shall advise Seller of the location of all recalled Goods so that reconciliation may be carried out.

8.6 Buyer shall, on request from Seller:

(a) cease delivering or otherwise selling or distributing the recalled Goods; and

(b) withdraw, recall or destroy any quantity of the Goods as a result of the failure of the Goods to comply with the provisions of these Terms, or for any other reason bearing on quality and/or safety of the Goods, and Buyer shall comply with Seller's products withdrawal procedures as they may be revised from time to time.

8.7 If Buyer fails to immediately withdraw, recall or destroy the Goods in accordance with Seller's request, then Seller is authorized to take such action as Seller deems necessary to withdraw recall or destroy the Goods (at Buyer's cost). Such action by Seller shall not relieve Buyer of any of its obligations hereunder.

8.8 To the extent that any withdrawal, recall or destruction of Goods is caused by Buyer's willful act or omission or negligence, Buyer shall indemnify Seller against all Losses arising out of any withdrawal, recall or destruction of the Goods.

#### 9 Buyer's Default

If Buyer shall be in breach of any of its obligations under the Contract or under these Terms then Seller may by notice in writing suspend delivery or any further deliveries (as the case may be) of Goods until any default by Buyer is remedied and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 10 Termination

10.1 Seller shall have the right, in any circumstances in which Seller is entitled to delay or suspend a delivery or any further deliveries, or to cancel any order or Contract, or suspend performance of its obligations under any Contract, to terminate by notice in writing (and without liability) to Buyer any other order or any other contract between Seller and Buyer.

10.2 Other than to the extent set out in these Terms, or as provided by the mandatory operation of law, Buyer shall not be entitled to cancel any order or Contract, whether by reason of any act, omission or default on the part of Seller or otherwise. Without prejudice to the foregoing, where Buyer is entitled to cancel any order or Contract, the exercise of such right of cancellation by Buyer shall not affect any other order or contract between Seller and Buyer.

10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Sections which by implication survive the termination of the Contract shall continue in full force and effect.

#### 11 Limitation of liability

11.1 The following provisions set out the entire financial liability of Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Buyer in respect of: (a) any breach of a Contract; including willful breach; (b) any claim in connection with the Goods, their supply by Seller, or their use or resale by Buyer; or (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 Nothing in these Terms excludes or limits the liability of Seller: (a) for death or personal injury caused by Seller's negligence; or (b) for any matter which it would be illegal for Seller to exclude or attempt to exclude its liability; or (c) for fraud or fraudulent misrepresentation.

11.3 Subject to Section 11.2, Seller's total aggregate liability (including costs and interest) in any Liability Year (as defined below) in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract and any other Contracts, taken together, between Buyer and Seller (together, the "**Relevant Contracts**") shall be limited as follows:

- a. in respect of any claim for physical damage to property arising from or in connection with the performance or contemplated performance of the Relevant Contracts ("**Property Claim**"), Seller's total liability (including costs and interest) shall be limited to the higher of:
  - (i) the total of all sums under Relevant Contracts paid or payable by Buyer to Seller in any twelve month period ending on the date that the relevant claim arises (the "**Liability Year**"); and
  - (ii) \$1 million;

Seller shall be entitled to set-off from the limitation cap in (i) or (ii) the amount of any other Property Claim arising in that Liability Year for which Seller is liable which shall have the effect of reducing the limits at (i) and (ii) accordingly; and

- b. In respect of all claims other than those covered by sub-clause (a), to the price paid or payable under the Contract for the Goods which are the subject matter of any valid claim by Buyer.

11.4 Subject to Section 11.2, Seller shall not be liable to Buyer for any pure economic loss, loss of profit, loss of anticipated savings or cost reductions, loss of business, depletion of goodwill (in each case whether direct or indirect) or for any indirect, special or consequential loss whatsoever and howsoever caused which arise out of or in connection with the Contract.

#### 12 Force Majeure

12.1 If by reason of a Force Majeure Event, Seller is prevented from or delayed in manufacturing, obtaining or delivering (by normal route or means of delivery) the Goods, or if by reason of such an event Seller can only manufacture, obtain or deliver the Goods at an increased cost which is unacceptable to Seller, Seller shall: (a) not be liable to Buyer or deemed to be in breach of the Contract by reason of such delay, or any failure to perform, any of Seller's obligations in relation to the Goods; and (b) be entitled (without liability to Buyer) to cancel any order or to delay delivery or to reduce the amount of Goods delivered. Where any such Force Majeure Event continues for more than 14 days, Seller shall be entitled to terminate the Contract on notice in writing to Buyer.

#### 13 Ethics and Business Practices

13.1 In accordance with Seller's commitment to sustainable and ethical business practices Buyer warrants and represents that in connection with any matter arising under or pursuant to any Contract it shall (i) protect its workers' rights, including by ensuring: safe and hygienic working conditions, freedom of association, living wages are paid, working hours are not

excessive, no discrimination is practiced, no harsh or inhumane treatment is allowed and no child labor is used; (ii) ensure environmental management programs are in place (iii) (without prejudice to Section 13.2) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; and (iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business.

13.2 In addition, Buyer shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, as applicable (all of the aforesaid being "Relevant Requirements");

(b) have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

(c) on request by Seller certify to Seller in writing signed by an officer of Buyer, compliance with this Section 13.2 by Buyer and all persons associated with it. Buyer shall provide such supporting evidence of compliance as Seller may reasonably request; and

(d) hereby warrant that neither it nor any of its group companies (being subsidiaries or affiliates) is, or is owned or controlled by, a Sanctioned Person, and that no officer, director or holder of more than 10% of the Equity Interests in Buyer is a Sanctioned Person.

For the purposes of this clause, "**Sanctioned Person**" means any person, organization or vessel (i) designated on the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or an any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union); (ii) that is, or is part of, a government of a Sanctioned Territory; (iii) owned or controlled by, or acting on behalf of, any of the foregoing; (iv) located within or operating from a Sanctioned Territory; or (v) otherwise targeted under any Economic Sanctions Law. "**Economic Sanctions Law**" means any economic or financial sanctions administered by OFAC, the US State Department, the United Nations, the European Union or any member state thereof; or any other national economic sanctions authority. "**Sanctioned Territory**" means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law, including without limitation Burma (Myanmar), Iran, Sudan and Syria as at the date of this Agreement.

#### 14 General

14.1 Buyer shall provide Seller with details of any consumer complaints about the Goods.

14.2 A waiver of any right or remedy under the Contract is only effective if given in writing. Any waiver by either party of any breach, or any default under any provision of the Contract shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of the Contract.

14.3 Subject to Section 1.4, the Contract may only be varied by the written agreement of both parties, signed by a duly authorized representative.

14.4 If, in any particular case, any provision of these Terms shall be held to be invalid, illegal or unenforceable by any court or competent authority, or shall not apply to the Contract, that provision shall, to the extent required, be deemed to be deleted and the other terms and conditions shall continue in full force and effect and will not in any way be impaired. If any provision of these Terms is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

14.5 Seller may assign the Contract or sub-contract the whole or any part thereof. Buyer shall not attempt to assign, transfer, charge or otherwise deal with its rights or obligations under the Contract without the prior written consent of Seller, not to be unreasonably withheld.

14.6 The rights and remedies of each party under these Terms shall be cumulative and no right or remedy of either party set out in these Terms shall be deemed to be in lieu of any other right or remedy.

14.7 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its principal office.

14.8 Nothing in these Terms shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of one party shall be deemed to be or become an employee of the other party.

14.9 In the event of any disputes arising out of or in relation to these Terms or any Contract, without prejudice to any rights either party may have, either party may request that the parties attempt to settle such dispute first by negotiation. If the parties have not settled such dispute within 21 days of the commencement of negotiations the provisions of Section 14.10 apply.

14.10 The Contract and any dispute or claim arising out of or in connection with it, or its subject matter or formation, whether of a contractual or non-contractual nature, shall in all respects be governed by and construed in accordance with law of the State of Florida and the parties irrevocably submit to the exclusive jurisdiction of the State of Florida, including, without limitation, in respect of any application for injunctive or ancillary relief.