

GENERAL TERMS AND CONDITIONS OF SALE – PABI LIFESTYLE PRODUCTS S.à r.l.

1. DEFINITIONS

"*Seller*": means Pabi Lifestyle Products S.à r.l., a limited liability company, registered at the Luxembourg Business Register under the number B260911, with registered office at 1, Hauptstrooss, L - 9753 Heinerscheid, Grand-Duchy of Luxembourg.

"*Buyer*" or "*Customer*": means the person who has placed an order with Pabi Lifestyle Products.

"*EXW*": means the multi-modal INCOTERM according to which the seller makes the packaged goods available at the agreed place (workshop, factory, warehouse, etc.), and in which the buyer arranges for the loading and transportation of the goods to their destination at their own expense and risk.

"*Party*" means one of the parties to whom these terms and conditions of sale apply, i.e., the Seller or the Buyer as predefined.

"*Tender*" means the written (or digitally proffered) offer of Products to be provided by Pabi Lifestyle Products S.à r.l. for buyer, and which offer is subject to these General Terms and Conditions.

"*Contract*" means any agreement formulated between Pabi Lifestyle Products S.à r.l. and buyer, or any amendment or addition thereto, and which agreement is subject to these General Terms and Conditions.

"*Product*" or "*Products*" means material object than an intangible good or service sold by Pabi Lifestyle Products S.à r.l.

2. SCOPE OF APPLICATION AND APPLICABILITY

2.1 Unless otherwise agreed in writing by the parties, these General Terms and Conditions of Sale constitute the sole agreement between the purchaser and the Seller, notwithstanding any provisions to the contrary that may appear on purchase orders or other documents issued by the Seller.

2.2 These General Terms and Conditions of Sale form an integral part of each Contract and Tender and are also applicable to all other transactions, legal or otherwise, between the Seller and the Buyer, whether preparatory or executory in nature.

2.3 In situations not regulated by these General Terms and Conditions of Sale, Parties shall assess the situation in the spirit of these General Terms and Conditions.

3. TENDERS AND FORMULATION OF THE CONTRACT

3.1 Tenders and quotations made by the Seller are without obligation, except if, and in as much as, the Seller states clearly otherwise in a written manner.

3.2 If a Tender made without obligation is subsequently accepted by the buyer, the Seller retains the right to revoke the Tender during the two working days immediately following upon receipt of the acceptance.

3.3 A contract relationship shall be deemed concluded only if Buyer accepts the Tender and written confirmation of agreement has been provided to the Buyer by the Seller, or once performance of the Assignment has commenced.

3.4 Deviations from the terms of the Tender, whether of subordinate significance, shall not bind the Seller unless the Seller explicitly accepts such deviation.

3.5 In the event no Tender, or as the case may be, confirmation of Tender, if at the request of Buyer, the Seller performed any work, has been sent due to the nature or scope of the activities involved, the invoice shall function in its stead, and shall be deemed to correctly and completely reflect the terms of the Contract.

4. AMENDMENTS AND ADDITIONS

4.1 The Seller reserves the right to amend or add to these General Terms and Conditions of Sale.

4.2 Barring receipt by the Seller of a written objection within 14 days of notification by the Seller of the amendments or additions, Buyer shall be deemed to have accepted the changes. Amendments or additions to provisions in the contract and/or these General Terms and Conditions may be agreed exclusively in writing. An amendment or addition as provided for in paragraph 1 shall apply solely to the contract in question.

4.3 After a delay of 14 days as expressed in 4.2, the Buyer is deemed to have accepted the Amendments or addition.

5. ORDERS, PRICES AND BILLING PROCESS

5.1 The Buyer shall issue all purchase orders to the Seller in written form via facsimile, e-mail, mail, or other form acceptable to the Seller. By placing an order, the Buyer makes an offer to purchase the Products sold by the Seller under the present General Terms and Conditions of Sale.

5.2 The Seller may accept any order by confirming the order (whether by written confirmation, invoice, or otherwise) or by delivering the Products, whichever occurs first. No order is binding on the Seller unless accepted by the Seller as provided in the present General Terms and Conditions of Sale.

5.3 The Seller may, in its sole discretion, accept or reject any order.

5.4 Net payment is to be made to the bank account of the Seller, whereby no deductions, withholding, or adjustments shall be allowed, also in the event Buyer has lodged a claim in the conditions of article 5.7. of the present General Terms and Conditions of Sale.

The value date specified in the Seller's bank statements shall be considered as the date of payment.

5.5 The Seller shall make available and sell Products to the Buyer at the prices listed in the Seller's then- current price list and: (i) all prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by the Buyer under the present General Terms and Conditions of Sale; (ii) the Buyer is responsible for all charges, costs, and taxes, provided that the Buyer is not responsible for any taxes imposed on, or regarding, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets; and (iii) the Buyer shall pay interest on all late payments, calculated daily and compounded monthly, at the lesser of the rate of 8 % per month or the highest rate permissible under applicable law.

5.6 These include, but are not limited to, costs relating to seizure, petition of bankruptcy, and debt collection, as well as expenses incurred by the Seller for legal representation, process servers, and the consultation of other specialists.

5.7 Any objection to the invoice must be brought to the attention of the Seller within 10 days of invoice date, failing which the invoice is deemed to have been found in order and accepted by Buyer, and for which no further complaints shall be accepted.

5.8 The Seller shall issue periodic invoices to the Buyer for all Products ordered in the previous period. The Buyer shall pay all properly invoiced amounts due to the Seller within 30 days after Seller's receipt of such invoice, except for any amounts disputed by the Buyer in good faith in the conditions of article 5.7. of the present General Terms and Conditions of Sale. The Seller shall make all payments in Euros (EUR) by wire transfer, or automated clearing house, in accordance with the wire instructions shown on the invoice.

6. INCOTERM AND DELIVERY

6.1 All the risks involved in the delivery of Products shall be borne by Buyer, and this even if Incoterm apply is different from Ex Works (EXW): in the absence of specific instructions from the Buyer, Pabi Lifestyle Products S.A.R.L. will make the delivery using a carrier of its own choice following EXW Incoterms®, it has been understood that in such case, the Buyer shall have no right to claim anything against Pabi Lifestyle Products S.A.R.L. in case of any problems and/or complications related to the delivery..

6.2 Under no circumstances the Seller shall be liable for tampering, theft or damage occurred during the transport: Buyer will have recourse only against the carrier. Unless otherwise stipulated in writing, a specified delivery period serves only as a reference point for the Buyer and is not binding for the Seller, which means that the Buyer does not have the possibility of requiring the payment of penalties or the termination of the contract in case of late delivery.

6.3 The delivery period starts at the latest of: (i) the date of order confirmation; (ii) the date of fulfillment of all technical, commercial and other requirements set forth for the benefit of the Buyer; (iii) in the event an advanced payment is agreed, the date on which the Seller will receive such advanced payment.

6.4 Approvals from authorities and any approvals required from third parties for export of equipment shall be obtained by the Buyer, the Seller having no responsibility in this respect. If such approvals are not obtained in due time, the delivery period is thus extended accordingly. If circumstances which are unforeseeable or independent of the will of the Seller, such as any

instance of force majeure, and which hinder compliance with a stipulated delivery period arise on the part of the Seller (including main subcontractors of the Seller who are difficult to replace), that delivery period shall also be extended by the duration of this circumstances; in particular, this includes without limitation armed conflicts, official interventions and bans, delays in transport and clearance of customs, transport damages, shortages of energy and raw materials, work conflicts, labor disputes and loss of a main subcontractor of the Seller.

6.5 It is excluded, in any case, the compensation by the Seller for any damage.

6.6 The Seller reserves the right to voluntarily modify, at any time, the form and the configuration of Products for technical reasons or due to legal or commercial requirements.

6.7 The Seller shall be entitled to discontinue, at any time, and without notice, the supply of any product, and, provided the essential characteristics of the models mentioned in the catalogue, to make price changes, changes of parts or details deemed suitable for further improvement or technical, safety and/or commercial requirements.

6.8 Claims of wrong deliveries or regarding evident defects must be done by and no later than eight working days from receipt of the Products by Buyer.

7. RETENTION OF TITLE

7.1 All Products shall remain property of the Seller until the Buyer has paid in full all amounts due in respect of the concerning order.

7.2 Buyer is prohibited to sell, to pledge on or otherwise encumber the Products subject to the retention of title.

7.3 Buyer shall retain the Products delivered under retention of title with necessary care and clearly identifiable as property of the Seller.

7.4 If the Products subject to the retention of title are seized by third parties, or if third parties wish to create or enforce rights in respect of same, Buyer will be obliged to notify the Seller thereof as soon as possible and inform the said third parties that the goods are subject to a retention of title clause.

7.5 Upon sale and/or delivery to third parties of the Products subject to the retention of title within the context of Buyer's normal business operations, as well as upon violation of the other stipulations in this article, the purchase price will be immediately fully due and payable.

8. INTELLECTUAL PROPERTY

8.1 The Seller reserves all intellectual property rights about the Products, as well as to their trademarks, logos and to the website and texts, image materials as well as other content of whichever nature.

8.2 Buyer is forbidden to (have) multiply, to (have) copy, to (have) reproduce, to (have) register or to (have) disclose or distribute these Products or to use in whichever manner other than deriving from the nature or scope of the agreement or the normal use of the Products.

8.3 A violation imputable to Buyer of the stipulations in the previous section, gives the Seller the right to demand immediate undoing of the infringement, as well as to claim compensation of damages further to be established on the basis of the nature and scope of the infringement, and to exercise any of the Seller's other legal rights deriving from intellectual property rights.

8.4 If Products are manufactured by the Seller based on design specifications, drawings, models or other specifications on the request from the Buyer, Buyer shall indemnify the Seller and hold the Seller harmless in the event of any violation of proprietary rights and upon request from the Seller, shall join the corresponding proceedings as a party or intervening party at the expense of the Buyer and shall conduct the lawsuit to the Seller.

9. LIABILITY AND INDEMNIFICATION

9.1 The Seller cannot (besides product liability in its capacity as manufacturer, if applicable) under any circumstance be held liable for the consequences of any actions or omissions arising from the sale and the use of the Products by the Buyer.

In addition, the Seller cannot under any circumstance be held liable for the consequences of any actions or omissions arising from the lack of diligence from the Buyer in relation to its compliance with all international, national and local laws, ordinances, regulations and orders that are applicable to the operation of its business.

More specifically, the Seller cannot, under any circumstance, be held liable for the consequences of any actions or omissions arising from the lack of diligence from the Buyer in relation to its compliance with all national and local laws, ordinances, regulations and orders that are applicable to the operation of its business in relation with the resale of the products bought from the Seller.

The Buyer shall indemnify and hold harmless the Seller from the result of any legal action of any kind directly or indirectly related to Sales concluded by the Buyer in violation of these provisions

9.2 The Seller is not liable for consequential loss to Buyer or third parties, which shall be understood to include intangible damages, loss of profits or any other form of indirect damage whatsoever.

9.3 The Seller is not liable for damage, irrespective of its nature, arising because the Seller has acted upon incorrect and/or incomplete information provided by, or on behalf of Buyer.

9.4 Liability of the Seller to Buyer, on whatever grounds, is limited in respect of each incident (where a consecutive series of incidents shall be deemed to be a single incident) to these tariffs and/or costs paid by Buyer.

9.5 Subject to the terms and conditions of in the present General Terms and Conditions of Sale, the Buyer shall indemnify, hold harmless, and defend the Seller and its officers, directors, shareholders, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the costs of enforcing any right to indemnification under the present General Terms and Conditions of Sale and the cost of pursuing any insurance

providers, relating to any claim of a third party or the Seller arising out of or occurring in connection with: (i) Buyer's acts or omissions, including breach of the present General Terms and Conditions of Sale ; (ii) Seller's advertising or representations that warrant performance of Products beyond that provided by Seller's written warranty or based upon the Buyer's business or trade practices; (iii) any failure by the Buyer or its personnel to comply with any applicable laws; or (iv) allegations that the Buyer breached its agreement with a third party as a result of or in connection with entering into, performing under or terminating this Agreement.

10. PRODUCT WARRANTY AND SPECIFICITIES

10.1 The Seller warrants each product in accordance with the Seller's standard warranty for such product in effect from time to time. EXCEPT FOR SUCH STANDARD WARRANTIES, NEITHER THE SELLER NOR ANY PERSON ON THE SELLER'S BEHALF HAS MADE, MAKES, OR WILL MAKE FOR THE BUYER'S BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON- INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE SELLER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THE SELLER, OR ANY OTHER PERSON ON THE SELLER'S BEHALF. The Seller will make no warranties or representations concerning the Seller or the Products that are different from or contrary to the warranty set forth in this section. If the Seller does make such different or contrary warranties or representations, the Seller will be solely responsible for all obligations, claims and suits that may result from its actions.

10.2 The Seller shall have no obligation under the warranty set forth above if the Buyer: (a) fails to notify the Seller in writing during the warranty period of a non-conformity; (b) uses, misuses, or neglects the Product in a manner inconsistent with the Product's specifications or use or maintenance directions; or (c) modifies the Product or improperly installs, handles or maintains the Product.

10.3 Except as explicitly authorized in the present General Terms and Conditions of Sale or in a separate written agreement with the Seller, the Buyer shall not service, repair, modify, alter, replace, reverse engineer, or otherwise change the Products.

11. COMPLIANCE WITH LAW

11.1 The Buyer shall always comply with all national and local laws, ordinances, regulations and orders that are applicable to the operation of its business, and the present General Terms and Conditions of Sale and its performance hereunder. Without limiting the generality of the foregoing, the Buyer shall always, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under the present General Terms and Conditions of Sale.

11.2 The Buyer, in case of resale of the products bought from the Seller, shall always comply with all international, national and local laws, ordinances, regulations and orders that are applicable to the operation of its business in the area of the said resale. To this extent, the Buyer shall always, at its own expense, obtain and maintain all certifications, credentials,

authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations in the contemplated resale area.

12. FORCE MAJEURE:

"*Force Majeure*" means an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the present General Terms and Conditions of Sale, if and to the extent that such party can prove:

- [a] that the impediment is beyond their control; and
- [b] which could not reasonably be foreseen at the time the contract was entered into; and
- [c] that the effects of the impediment could not reasonably be avoided or overcome by the affected party.

Until proven otherwise, the following events affecting a party shall be presumed to satisfy conditions (a) and (b) of paragraph 1 of this clause:

- (i) war (declared or not, hostilities, invasion, act of foreign enemies, large-scale military mobilisation
- (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy;
- (iii) monetary and trade restrictions, embargoes, sanctions;
- (iv) act of authority, whether legal or illegal, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation, act of state;
- (v) plague, epidemic, pandemic, natural disaster or extreme natural event;
- (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunications, information or energy systems;
- (vii) general labour disruption such as boycotts, strikes and lockouts, lockdowns, go-slows, occupation of factories and premises.

The party who meets the conditions set out in the first paragraph of this clause shall be released from its duty to perform its obligations under these terms and conditions and from any liability for damages or any other contractual remedy for breach of these terms and conditions, from the time the impediment causes the inability to perform, provided that notice is given without delay.

If the notice is not given without delay, the exemption shall take effect from the time it is notified.

Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only for so long as the impediment invoked impedes performance by the party concerned.

Where the duration of the impediment invoked results in the contracting parties being substantially deprived of what they were reasonably entitled to expect from the contractual relationship, either party shall have the right to terminate the said contractual relationship by giving reasonable notice to the other party.

Unless otherwise agreed, the parties expressly agree that the contractual relationship may be terminated by either party if the duration of the impediment exceeds one hundred and twenty (120) days.

13. TERMINATION CLAUSE

Either Party may terminate the contractual relationship for any or no reason, at any time upon written notice to the other Party, and said termination shall become effective 30 days following the delivery of such notice, except where a shorter period is provided for in the present General Terms and Conditions of Sale.

In addition to any remedies that may be provided in the present General Terms and Conditions of Sale, contractual relationships may immediately terminate, upon notice to the Buyer if the Buyer:

- (a) fails to pay any amount when due under the present General Terms and Conditions of Sale;
- (b) is in material breach of the present General Terms and Conditions of Sale and either the breach cannot be cured or, if the breach can be cured, it is not cured within 15 days following the Seller's receipt of notice of such breach;
- (c) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
- (d) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
- (e) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts;
- (f) makes or seeks to make a general assignment for the benefit of its creditors;
- (g) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- (h) is habitually delinquent in payments or develops an unacceptable credit level;
- (i) misrepresents the Products or any warranty thereof; or
- (j) disparages Products produced by the Seller.

Upon the expiration or earlier termination of the present General Terms and Conditions of Sale:

- (a) All Tenders are automatically terminated;
- (b) Any amounts owed by the Buyer to the Seller must be paid in full, in compliance with the Buyer's original payment terms and

conditions; and

- (c) The Seller will have no further obligation to the Buyer, including any compensation.
- (d) In the event that the Contract is terminated to the exclusive detriment of the Buyer, the Buyer shall be liable to pay 10% of the amount of the order made to the Seller without prejudice to any legal action to obtain damages.

14. EXPENSES

The Parties will pay their own legal, accounting and other expenses incident to the negotiation and preparation of the present General Terms and Conditions of Sale and the consummation of the transactions contemplated by the present General Terms and Conditions of Sale; provided, however, that if any action at law or equity is necessary to enforce or interpret the terms of the present General Terms and Conditions of Sale, the prevailing Party will be entitled to receive reasonable attorneys' fees and costs from the other Party in addition to any other relief to which it may be entitled from the other Party.

15. ASSIGNMENT

15.1 The Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the present General Terms and Conditions of Sale, voluntarily or involuntarily, including by Change of Control, merger (whether such party is the surviving corporation), operation of law, or any other manner, without the prior written consent of the Seller.

15.2 Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Buyer of any of its obligations hereunder. The Seller may at any time assign, transfer, or subcontract any or all its rights or obligations under the present General Terms and Conditions of Sale without the Buyer's prior written consent.

15.3 The term "Change of Control" of the Buyer means a sale or other transfer of more than 50% of the buyer's stock or other equity interests or all, or substantially all, of the Buyer's assets to a party that does not currently own more than 50% of the Buyer's stock or other equity interests.

16. SEVERABILITY

If any term or provision of the present General Terms and Conditions of Sale is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the present General Terms and Conditions of Sale or invalidate or render unenforceable such term or provision in any other jurisdiction.

The Parties undertake to replace any invalid, unenforceable or ineffective provision

with a provision that comes closest to the will of the Parties as expressed in the present General Terms and Conditions of Sale.

17. MISUSE OF PRODUCT

The gas inside the Seller's Cream Chargers & Canisters is Nitrous Oxide. Inhalation of Nitrous Oxide carries a risk of serious health consequences. The risks of such misuse include narcosis, asphyxiation and potentially, death.

The Seller has a policy of not selling Goods to any Buyer whom he believes may be under 18 year of age or whom he believes may misuse the Goods.

The Buyer confirms that he is the named purchaser and at least 18 years of age, or has the age of the majority in its country of residence, and understands that he will be committing an offence if providing false information to the Seller.

The Buyer confirms that he does not propose to misuse the Goods or to supply the Goods to anyone he believes (i) may be under 18 years of age or does not have the age of the majority in its country of residence, or (ii) may misuse the Goods.

The Seller reserves the right to refuse to sell his Goods to any person who he suspects may misuse Them. The Seller reserves the right to refuse to sell our Goods to any person who he suspects may supply the Goods (i) to persons under 18, or (ii) to persons who may misuse the Goods.

The Seller reserves the right to refuse to sell or to limit the number of Goods sold to any Buyer.

Buy buying from Pabi Lifestyle Products S.A.R.L. the Buyer confirms he is aware of the HAZARDOUS nature of Nitrous Oxide and not interfere with the packaging to obscure safety information and will take all necessary measures with regard to storage and transportation of the cartridges.

18. CHOICE OF LAW

The present General Terms and Conditions of Sale, including all potential exhibits, schedules, attachments, and appendices attached and thereto, and all matters arising out of or relating to the present General Terms and Conditions of Sale, are governed by, and construed in accordance with, the laws of the Luxembourg State, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Luxembourg.

19. CHOICE OF FORUM

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to the present General Terms and Conditions of Sale, including all potential exhibits, schedules, attachments, and appendices attached to the present General Terms and Conditions of Sale, and all contemplated transactions, including contract, equity, tort, fraud and statutory

claims, in any forum other than the Luxembourg City Courts. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.