

GENERAL TERMS AND CONDITIONS OF SALE

RECITALS

These terms and conditions govern the sale of products and provisions of services by GRAD CONCEPT USA INC., (hereafter "Grad Concept USA" or "Seller") its subsidiaries, and its affiliates as well as by third party vendors and/or service providers of Seller. These terms and conditions as an agreement (hereafter "the GTC") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller's commencement of performance or delivery shall be deemed or constructed as acceptance of Buyer's supplemental or conflicting terms and conditions. GRAD CONCEPT USA's failure to object to conflicting or additional terms will not change or add to the terms of these GTC. Buyer's acceptance of any offer of products and/or services issued by Seller shall be deemed acceptance of the terms and conditions contained herein.

The Seller and the Buyer are collectively referred to as "the Parties".

The General Terms and Conditions of Sale may be amended at any time at the Seller's discretion without any formality other than that of posting them on the <https://us.gradconcept.com> website, sending them by email to the customer or by inserting the GTC on the invoices issued by the Seller.

Only the latest version will be applicable and/or the one on the date of receipt by the Seller of the customer's acceptance of the offer. These amendments shall not entitle the customer to any compensation.

Special conditions relating to the products may be stated on the product purchase order. If this is the case, these conditions shall prevail over all other contractual conditions.

ARTICLE 1 – PLACING AN ORDER

1.1 Contractual documents

The General Terms and Conditions of Sale apply to all the products sold by the Seller and is the

sole and entire agreement between the Parties. It supersedes and overrides any prior or contemporaneous oral or written condition relating to the same subject matter. The Seller may include specific language to designate certain Products and Services (including but not limited to non-cancelable, non-returnable) and the sale of such Products shall be subject to any special terms and conditions contained in Seller's Acknowledgement (hereinafter "Purchase Order"), which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

1.2. Terms for placing Orders

Orders may be sent by post, email or Electronic Data Interchange (EDI) to the following address:

Grad Concept Inc.
1201 North Market Street
Suite 111
Wilmington, DE 19801 - USA
Ph : (302) 775-5073

All orders placed by Buyer for the sale of any products or services (hereinafter "Order(s)") are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent once the Seller has approved the Order by mail, e-email, or delivery of the product.

1.3. Solvency and security Interest

Buyer represents to Seller that Buyer is solvent and capable of timely fulfilling its payment and other obligations to Seller. Until the goods and any other indebtedness of Buyer have been paid for in full by Buyer, Buyer, or any agent of Buyer or third party: (1) will hold the goods subject to a security interest or lien in favor of Seller allowing for the right or re-possession by Seller to the extent permitted by applicable law, (2) will not alter, remove, destroy, or damage any identifying mark on the goods or their packaging, and (3) will keep the goods separate from any other products. Seller may take possession of the goods at any time after payment for the goods or any other payment owed to Seller has become due.

1.4. Insecurity and Adequate Assurance

If Seller ever believes in good faith that it has grounds for insecurity as to Buyer's performance under any contract between Buyer and Seller to purchase goods, including this Contract, then Buyer shall provide adequate assurance of due performance within ten days after Seller demands the assurance, which shall be considered to be a reasonable time. Buyer's failure to do so shall be considered a repudiation by Buyer of all then-existing contracts, including the Contract, that provide for Buyer to purchase goods and services from Seller. "Grounds for insecurity" include, without limitation, (1) Buyer's failure to make a payment to Seller or to perform another obligation under any then-existing contracts, (2) Buyer's insolvency, (3) a deterioration in Buyer's financial condition after a then-existing contract was entered into and (4) Buyer's failure to provide financial statements and other financial information to Seller promptly upon Seller's request. "Adequate assurance of due performance" includes, without limitation, providing a letter of credit or comparable security for all obligations of Buyer than then exist or that will arise in the further under all then existing contracts, or prepayment or down payment of any amount due and owed to Seller under any then existing contract. down payment.

At all times, the Seller reserves the right to require a security deposit for adequate assurance of due performance, or the full payment of the Order(s) and any refusal thereof may constitute cancellation of all or part of the Order(s) placed.

ARTICLE 2 – PRICES

2.1. Pricing terms

The prices of the Products and Services are those prices specified in the invoice or written quotation. Pricing for undelivered Products may be increased in the event of an increase in Seller's costs, change in market conditions or any other causes beyond the Seller's reasonable control. Offers of products and services issued by Seller, including its pricing

terms, shall automatically expire sixty (60) days after the date of issuance, unless otherwise specified in the offer.

The prices, information and descriptions contained in catalogues, leaflets, and all verbal quotations, are given for information purposes only. Verbal quotations shall not be binding upon Seller.

All prices are stated in USD (\$).

All price quotations are made for a specific volume of material. The prices stated are not valid for any other volume, such as Partial Orders, or Orders with staggered delivery. Quotation is not valid upon any change or alternation without written consent of the Seller.

2.2. Changes to orders

If Buyer wishes to change the scope or performance of the Order, Buyer shall submit such request to Seller in writing. Seller shall, within a reasonable time after such request, provide a written quote to Buyer of (1) any necessary variations to the fees and other charges arising from the change; (2) likely time required to implement the change; and (3) any other impact the change might have on cost or performance. Seller shall not be bound by any Change Order unless in writing by Seller.

Seller shall have the right to make changes, at its sole discretion, in the manufacturer or material composition of its goods, component parts, raw materials and other supplies essential to proper installation in a workmanlike manner, but Seller shall not, without Buyer's approval, make any change in the design and sizing specifications submitted by Buyer and accepted by Seller.

If the product characteristics or the conditions of supply by the manufacturers do not comply with the specifications determined by the Seller, the Seller reserves the right to take the contentious products off the market.

ARTICLE 3 – TERMS OF DELIVERY

3.1. Delivery and Risk of Loss

All deliveries are made under the terms of the Incoterm “FOB” shipping point. Title and risk of loss in all goods sold hereunder shall pass to Buyer upon Seller’s delivery to carrier at shipping point. Delivery dates are estimated and are not guaranteed. Time is not of the essence to any delivery of goods. Seller will use reasonable commercial efforts to meet Buyer’s requested delivery dates, provided that Seller has been provided with sufficient lead-time. Seller may at its discretion, ship all the goods at one time or in multiple shipments. Seller shall have the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller’s quotation or acknowledgment.

3.2. Delivery

Buyer shall be responsible to record any discrepancies on the shipping lading and the quantities actually delivered.

The Buyer shall be responsible for all logistical arrangements and associated costs relative to the mechanical unloading of all Products in a safe and reasonable manner.

Unless otherwise agreed, unloading shall be done at the foot of the truck at the address specified by the Buyer at the time of ordering provided that it is suitable for unloading. Otherwise, the carrier reserves the right to cancel the delivery, the costs of which shall be borne by the customer.

If the Buyer requests a postponement of the delivery date and this is expressly accepted by the Seller, the Buyer shall bear all storage, handling and insurance costs relating to its Order.

3.3. Unavoidable Delay

If Seller is unable to deliver goods or experiences a delay in its ability to deliver as a result of causes beyond Seller’s reasonable control including, without limitation: an act of

war, hostility, or sabotage; act of God and/or force majeure; cyber-attack; electrical, fire, internet, or telecommunication outage that is not caused by the obligated party; shortages of or inability to obtain labor; pandemic, epidemic, or other outbreaks of disease; act of government; unavailability of supplies, equipment, tooling or transportation; or Buyer’s failure to provide necessary approval, then the estimated date of delivery or performance time shall be extended for as many days beyond the estimated date of delivery as are required to obtain removal of any such causes, and Seller shall not be liable to Buyer for any damages caused by the delay or failure to perform. A delayed delivery of any part of an Order does not entitle Buyer to cancel other Orders. Force Majeure shall not excuse the payment of monies due.

All parties shall be excused from performance, where such cause of delay is permanent. Nevertheless, the parties shall endeavor to minimize the consequences as far as possible.

ARTICLE 4 - PRODUCT RETURNS

4.1. Returns, Refunds and Exchanges

No returns will be accepted by Seller, except for products found to be defective or non-conforming after compliance with the procedure set forth below.

The Buyer is required to check the condition and conformity of the products upon receipt in the presence of the delivery person and to make known any useful and precise reservations on the delivery note.

In addition, any possible defect in the products shall be brought by the Buyer to the attention of the Seller in the form of a written notification sent within seven (7) days of the discovery of the alleged defect (hereinafter the "Notification"), issued by :

- Certified letter with acknowledgement of receipt; or
- Email to the claims department at the following address:
infoUS@gradconcept.com

The Notification must be accompanied by a color photo of the relevant product, a photo of its barcode, and proof of purchase.

No refunds will be accepted after this seven (7) day period, unless otherwise approved in writing by Seller.

Buyer shall have the goods placed with a shipping carrier for return to the Seller within fifteen (15) days of reception of the Seller written accepting the return in writing.

To be eligible for a return, the product must be unused and in the same condition that it was received. The item must be in the original packaging and contain any and all accessory(ies), assembly instructions and documentation.

Upon Seller's determination of proven nonconformity or defective product, Seller shall make any compensation via the method of payment agreed upon by the Parties or replacement of the product, at Seller's discretion.

Unless prior written agreement is obtained from the Seller, the shipping costs for returning the products shall be the sole responsibility of the Buyer. Shipping costs are nonrefundable.

A restocking fee of 20% of the purchase price, excluding applicable taxes, will be applied to all returns, unless the Product is defective.

4.2. Limited Warranty

Seller warrants to Buyer that Products purchased hereunder will conform to the applicable regulations and standards for manufacture for such products. If Seller breaches this warranty, Buyer's remedy is limited to (at Seller's election):

- (1) refund of Buyer's purchase price for such Production without interest, or
- (2) replacement of such Products, provided that such Products are returned to Seller, along with acceptable evidence of purchase, within twenty

(20) days from date of delivery, in no case Seller will be liable for storage, transportation, installation or removal labor costs, and wear and tear of the products.

Seller shall not be responsible for return shipping. No warranty will apply if the Product has been subject to misuse, neglect, accident, modification, or alteration of any kind.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS. ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SELLER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR FOR BREACH OF WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY) HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SELLER' TOTAL CUMULATIVE LIABILITY TO BUYER OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY BUYER TO SELLER FOR PURCHASE OF THE PRODUCTS.

4.3. Installment Order(s)

The Seller shall not be responsible to buy back any unsold products from the buyer pursuant to any installment Orders and/or contracts, unless otherwise accepted in writing by Seller.

ARTICLE 5 – TERMS OF PAYMENT

Payment may be made by check, money order or bank transfer (all fees are charged to the Buyer) or any other method of payment validated between the Parties.

Where Seller has extended credit to Buyer, terms of payment shall be net sixty (60) days from date of invoice, without offset or deduction unless otherwise noted. On any past due invoice, Seller may impose interest at the rate of one and a half [1.5%] per month. If Buyer fails to make each payment when due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any and all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collection costs.

The Seller's prices are exclusive of sales taxes. These taxes are applied on the day of invoicing at their effective rate.

Non-payment, albeit partial, of an invoice by its due date for any reason whatsoever shall automatically result in the acceleration of invoices not yet due, making payment of all sums owed by the Buyer to the Seller immediately due, whatever their due date.

ARTICLE 6 - BUYER'S OBLIGATIONS

The Buyer is responsible for all state and /or local permits, site preparation, site and construction inspection, and assembly thereof. Buyer is responsible for ensuring all products met and comply with any and all local and/or state building or construction regulations, codes, and policies.

Buyer is responsible for any and all local and/or state regulations for the installment, edification, construction, and assembly of Seller's products.

Seller shall not be liable for any product, material, or substrate to which Seller's

products are to be applied by the Buyer or a third party.

ARTICLE 7 – TERMINATION

Any non-compliance by the Buyer with any of the clauses contained herein shall constitute a material breach, and the Order may be cancelled forthwith eight (8) days after formal notice has been sent by certified letter with acknowledgement of receipt to no avail, and without any further notice.

Upon such termination, Buyer shall immediately return the products to Seller.

The Buyer undertakes to inform any third party that the products belong to the Seller and shall inform the Seller *immediately* of any seizure or similar event of Seller's products.

ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in Seller's ("BURGER", "GRAD", "JARDIPOLYS", "BOOA", "INOLINE", (collectively Seller)) products, software, or services, including Seller's websites, web apps, and mobile apps, are owned by Seller and/or its affiliates or licensors. Your possession, access, and use of any of Seller's Products and Services do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights.

Any reproduction in whole or in part, editing, creation of derivative works from these images and/or any use of these images, showcasing photographs, photographs, videos, graphic style guides, sounds, logos, products, brands, domain names, texts or fonts, for any reason and on any medium whatsoever, without the express prior consent of the Seller, is strictly prohibited.

The products delivered by the Seller under the trademarks "BURGER", "GRAD", "JARDIPOLYS", "BOOA", "INOLINE" and/or any other trademarks used by the Seller may only be

resold in their original packaging and in conditions consistent with their brand image. Any Buyer who becomes aware of an infringement of the trademarks or patents or designs held by the Seller must immediately inform the Seller by any means.

ARTICLE 9 – PERSONAL DATA

The Seller attaches great importance to the protection of the personal data of its customers. For any information on how the Seller processes, collects, and protects the personal data of its customers, please view the Seller's privacy policy available at the following URL: <https://us.gradconcept.com/privacy-policy/>

ARTICLE 10 - MISCELLANEOUS

10.1. Independence of the Parties

The relations established between the Parties by the General Terms and Conditions of Sale are those of independent contractors, and therefore exclude any company created de facto between them.

10.2. Insurance

Each Party warrants that it holds a professional third party insurance policy with an insurance company covering all liabilities it may incur in the performance of the Contract, and undertakes to keep this insurance policy valid and up to date for the entire duration of the contract.

10.3. Advertising and business references

The Buyer expressly authorizes the Seller to take photographs of the products delivered and agrees to their use for advertising and commercial purposes on all types of media.

The Seller may use the name and logo of the Buyer as a commercial reference for the promotion on any support of its products having a link with GRAD CONCEPT INC's products, especially on its website and/or those of its Affiliates.

In this context, the Seller shall respect the rules

for the use of the Buyer's trademarks transmitted by the latter beforehand, if applicable.

10.4. Non-waiver

The Parties agree that the waiver of any breach of these General Terms and Conditions of Sale by any party shall not be a waiver of prior or subsequent breach.

10.5. Severability

Every provision of these General Terms and Conditions of Sale are intended to be severable. If any term or provision hereof is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the General Terms and Conditions of Sale.

10.6. Governing Law

The General Terms and Conditions of Sales Agreement shall be enforceable and construed according to the laws of the State of Florida.

ARTICLE 11 – JURISDICTION AND VENUE

The Parties agree that the courts of competent jurisdiction sitting in Miami-Dade County, Florida shall have jurisdiction in any such suit, and that venue is proper in that court.

Anything to the contrary notwithstanding, Buyer agrees with Seller that, (a) all claims, disputes and other matters in contention between Buyer and Seller under these General Terms and Conditions of Sale, or arising out of or relating to the subject matter of this Terms or any failures or breach resulting therefrom or thereunder (excluding only claims under any insurance or settlements in connection therewith or claims for moneys due from Buyer and/or claims of liens by Seller), shall be submitted for arbitration to the "American Arbitration Association" (or such other arbitration association which may be mutually agreed upon by Seller and the Buyer) in Miami-Dade

County, Florida. Any arbitration arising out of or relating to these terms shall not include by consolidation or joinder or in any other manner any additional person not a party to these terms or parties which are specifically excluded by reference in these terms; (b) in the event that any party shall allege that

these Terms were induced by fraud, failure of consideration or any other defenses or claims which may relate, question or dispute the enforceability or validity of these terms (or any portions thereof), then such disputes or claims shall also be arbitrated in accordance with the herein provisions.

ARTICLE 12 - EFFECTIVE DATE

These General Terms and Conditions of Sale take effect as of 08 July 2021 and supersedes any prior version to the date hereof.