



GENERAL TERMS & CONDITIONS OF SALE

1. Definitions. "Seller" means **Gattefosse Canada Inc.**; "Buyer" means any legal entity ordering Products from Seller; "Products" means any products or services proposed or provided by Seller; "Terms" means the present General Terms & Conditions of Sale.

2. Scope of Application. The Terms apply to all sales of Products to Buyer. Unless otherwise expressly agreed, all amendments by Buyer to the Terms and all other terms, in particular Buyer's general terms of purchase, are expressly excluded. Placement of an order for any Products will be deemed as the unreserved acceptance by Buyer of the Terms.

3. Orders. All price quotations and estimates issued by Seller are non-binding. A contract for sale will only be formed when Seller confirms in writing Buyer's purchase order. Buyer may not amend or cancel any confirmed order without Seller's prior written consent.

4. Price. Unless otherwise agreed in writing, the applicable price is indicated on the corresponding order confirmation, issued by Seller ("Confirmed Price"). Should the order price and the Confirmed Price differ, Buyer must inform Seller in writing of any refusal of the Confirmed Price within fifteen (15) days from receipt of the order confirmation. Unless such written notice is received, the Confirmed Price will be considered as accepted by Buyer.

All prices are provided in Canadian or US Dollars (CAD or USD) at Seller's discretion, exclusive of Canadian federal or provincial tax, and subject to the Incoterm indicated on the order confirmation. All applicable taxes will be invoiced at the rate in force at the date of delivery. Seller may adjust the Confirmed Price in the event of a significant increase in the cost of the raw materials used to manufacture the Products.

5. Delivery. Delivery dates are provided as non-binding estimates. Buyer may not cancel any order or claim any indemnity in case of delay in delivery of an order. Risk of loss and damage to the Products will pass to Buyer in conformity with the Incoterm indicated on the order confirmation.

6. Payment. Unless otherwise agreed in writing, all invoices shall be paid in full without deduction or deferment (regardless of any claims or disputes), and in accordance with the conditions indicated on the order confirmation. Without prejudice to any other remedy available, in the event of late payment of an invoice i) interest will automatically be due on sums owed, at a rate of 22% per annum or the maximum rate allowed by law (whichever is higher); and ii) Seller may suspend any further delivery of Products and/or require advance payment for such Products.

7. RETENTION OF TITLE. SELLER WILL RETAIN TITLE TO THE PRODUCTS UNTIL FULL PAYMENT THEREOF IS RECEIVED FROM BUYER. WITHOUT PREJUDICE TO ANY OTHER REMEDY AVAILABLE, IN THE EVENT OF LATE PAYMENT, SELLER MAY ALSO RECOVER ALL UNPAID PRODUCTS. THE RESALE OR TRANSFORMATION OF UNPAID PRODUCTS WILL ENTITLE SELLER, UNTIL FULL PAYMENT THEREOF, TO ALL ACCOUNT RECEIVABLES RESULTING FROM SUCH RESALE OR TRANSFORMATION.

8. Returns. Buyer shall inspect all Products on delivery and no claim will be considered by Seller, with respect to apparent defects or damage (including shortage, excess or damaged packaging), if not notified to Seller within twenty four (24) hours from their delivery to Buyer, and further provided that such defects are clearly indicated by Buyer at the time of delivery on the corresponding transport documents.

A hidden defect, non-identifiable by Buyer through inspection on delivery, must be notified in writing to Seller within three (3) days from discovery of said defect, and no later than three (3) months from delivery of the Products to Buyer. Buyer shall also permit Seller to inspect any such Products. Failure to comply with these conditions will result in the automatic rejection of any claim related thereto.

9. Warranty. Seller warrants that the Products will conform to their corresponding technical specifications, as provided by Seller. Notwithstanding the foregoing, no warranty will apply to any Products

(i) that have been modified, processed, remixed, repacked or sold to a third party, (ii) whose defect is a result of improper usage or handling, or (iii) that have been stored inappropriately or contrary to Seller's instructions.

THIS CONSTITUTES THE SOLE WARRANTY PROVIDED BY SELLER. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED AND DISCLAIMED. IN PARTICULAR, SELLER MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

On confirmation of a defect in the Products, Seller's sole liability under this warranty will be to (at its discretion) either replace the defective Products, or reimburse Buyer for the price of such Products. As such, Buyer hereby waives all rights to any other claims arising from defects in the Products. Buyer may not return any Products without the prior written consent of Seller.

10. Liability. To the extent permissible by applicable law, i) Seller's liability will in no event exceed the sale price to Buyer of the disputed Products, as indicated on the corresponding order confirmation, and ii) Seller will not be liable for any indirect, incidental, special, punitive or consequential damages whatsoever (including any loss of profits, sales, contracts or goodwill), arising from a claim by Buyer or a third party and relating to the Products.

11. Intellectual Property. Seller will remain the exclusive owner of all intellectual property rights relating to the Products ("IP Rights"). The sale of the Products will not confer on Buyer any right, licence or interest in the IP Rights. As such, Buyer shall not take any action, directly or indirectly, with a view to making any proprietary claim (in particular any patent application) resulting from the use of, based on or benefiting from any IP Rights or Confidential Information.

12. Confidentiality. Buyer shall ensure the confidentiality of all information disclosed by Seller (or its affiliates, agents or distributors) and relating to the Products, whatever the method or form of such disclosure ("Confidential Information"), and shall not disclose, directly or indirectly, any Confidential Information to any third party. The obligations of this clause will remain in effect for an indefinite period, though will not apply to information generally available to the public, unless through an act or omission of Buyer.

13. Force Majeure. Seller will not be held liable for any failure or delay in performing any obligation where such failure or delay results, in whole or in part, from any event beyond the control of Seller, including but not limited to acts of God (earthquake, tsunami, eruption or other extreme weather or natural event), flooding, fire, explosion, epidemic, war or threat of war, terrorism, strike or other labour dispute, riot, civil unrest, embargo, delay caused by a sub-contractor or supplier, lack of transportation facilities, shortage of energy resources or raw materials, judicial or governmental decision.

14. Assignment. Buyer may not assign or otherwise transfer any rights or obligations accrued under the Terms without the prior written consent of Seller.

15. Revisions. Seller reserves the right at any time to amend these Terms and to impose new or additional terms or conditions. Such modifications and additional terms or conditions will be effective immediately and incorporated into these Terms. Any and all revisions made by Seller must be made in writing. Buyer's continued order or payment will be deemed acceptance thereof.

16. Severability. If any provision of these Terms is held invalid or unenforceable, such provision shall thereupon be deemed modified only to the extent necessary to render the same valid or eliminated from these Terms, as the situation may require, and these Terms shall be enforced and construed as if such provision had been included herein as so modified or eliminated, as the case may be.

17. Applicable Law & Jurisdiction. All disputes arising from the sale of Products or the interpretation or execution of the Terms, will be governed by the laws of the province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles, and submitted to the exclusive jurisdiction of courts of the province of Ontario, Canada.