

These Terms of Delivery and Payment govern all sales of goods and services for BENEIO Inc. They also apply to all follow up contracts, as well as all repeat orders, even if no express reference is made to these Terms of Delivery and Payment. Different terms that may be stipulated by a Customer will not be binding until they have been accepted by BENEIO Inc. in writing. Delivery of Product will not be deemed or constituted as acceptance of Customer's different or additional terms and conditions.

1. **Orders:** Customer orders do not constitute contracts that are binding on us. A binding purchase contract is not created until we have given the Customer a written confirmation of the Customer's order. The scope and terms of our deliveries are determined solely by the details of our written order confirmation. Ancillary agreements, amendments and additions also require our written confirmation. Confirmed orders will ship as scheduled only if the Customer's accounts receivables status is current.
2. **Price, Taxes and Fees:** Customer shall pay to BENEIO Inc. the price that is written on the order confirmation. If no price is indicated on the Customer's order then the standard price for Product will be applied according to the BENEIO Inc. standard price list that is valid on the date of shipment. All Product is priced on an FOB basis BENEIO Inc. warehouse site in the United States unless otherwise agreed and confirmed in writing by BENEIO Inc. Prices include standard BENEIO packaging and labels. Customer specific requirements for packaging and labels may require an additional charge. Pricing does not include any applicable taxes that may be due by the Customer. Fees and/or surcharges may be added to the Customer invoice at the discretion of BENEIO Inc. based on unforeseen circumstances beyond BENEIO Inc.'s control including but not limited to, governmental actions or geopolitical conflicts having a substantially extreme impact on energy, raw material or transport costs effecting BENEIO products and/or delivery thereof. BENEIO Inc. reserves the right to change Product prices at any time unless otherwise specifically agreed to in writing with Customer.
3. **Delivery:** Product will be available for delivery to the Customer as indicated on the written order confirmation however, the delivery date may change as a result of product availability or be cancelled as a result of customer credit issues or non-payment of previous invoices. Product is delivered on an FOB basis BENEIO Inc. US warehouse location unless otherwise agreed between Customer and BENEIO Inc. The delivery of Product will be deemed complete and all risk of loss or damage to the Product will pass to the Customer at the loading point of the warehouse. Customer assumes all risk of loss or damage to Product at the loading point even in the case that BENEIO Inc. arranges and prepays for the transportation of Product for the Customer. If the Customer fails to pick-up the Product on the confirmed date of delivery, BENEIO Inc. has the right to charge the Customer for costs associated with warehousing of Product.
4. **Warranty:** Warranty with respect to the Product is limited to

the conformance of the Product as expressed in the BENEIO Product specification, for the intended use. BENEIO Inc. makes no other warranty, express or implied, with respect to the Product. The Product will meet the published specification when used in accordance with the applicable instructions and stored correctly. If Product fails to comply with the description on the confirmed Customer order or with the BENEIO published Product specification, Customer must notify BENEIO Inc. of such failure in writing within 10 (ten) days of delivery of Product. BENEIO Inc. will have the right, at our option, to issue to Customer a Product return authorization. Customer will be entitled to replacement of Product or issued a refund at the discretion of BENEIO Inc. Customer will be entitled to no other claim to BENEIO Inc. beyond the value of the Products deemed to be of non-conformance by BENEIO Inc. BENEIO Inc. neither assumes nor authorizes any other person or party to assume for BENEIO Inc. any other liabilities. Under no circumstances shall BENEIO Inc. be liable to Customer or any other person for any kind of special, incidental, indirect, consequential or punitive damage, loss or expense.

5. **Payment:** BENEIO Inc. will invoice Customer for Product on the date of dispatch from the BENEIO Inc. warehouse regardless of incoterms. Payment for Product will be due to BENEIO Inc. by check or wire transfer according to the invoice due date. Payment will not be considered as complete until the funds have been credited to BENEIO Inc.'s bank account. All payments shall be made without any deductions and free of any counterclaim. Overdue payments may be subject to a late payment charge of 1.5% per month (18% per year) or the highest amount permitted by law. Customer accounts that are past due will be blocked for future order deliveries.
6. **Force Majeure:** BENEIO Inc. shall be relieved of the performance of its obligations for the duration and to the extent that it is prevented in the performance of its obligation by reasons of force majeure. For purposes of this clause, force majeure is defined as circumstances or events which have not been foreseen at the time of entering into a Customer transaction, which is not the fault of BENEIO Inc. and which prevent the performance of all obligations hereunder and which are not capable of being remedied. Force majeure events include, but are not limited to, acts of God, acts of war, acts of Government, acts of Customer, inability to obtain necessary labor, materials or manufacturing facilities, blockades, revolutions, industrial disputes and commercial impracticality.
7. **Assignability:** Any contract of BENEIO Inc. is specific to the Customer and shall not be assigned to any third party by either Customer or BENEIO Inc. without the other party's consent.
8. **Law and Jurisdiction:** This agreement shall be deemed to be made in New Jersey and is governed by the laws of the United States and the state of New Jersey. The parties to this agreement irrevocably consent to the jurisdiction of the courts of the State of New Jersey.