

# ROMEKIN USA CORP

## TERMS AND CONDITIONS

Please note that your order is subject to the Terms and Conditions (“T&C of Sale”) of Sale outlined below. Whether you are tendering a deposit payment, partial payment on account, full payment, or electing to use credit terms, you are acknowledging, agreeing to, and accepting the T&C of Sale, whether you sign the acknowledgement below or not. Additionally, unless these T&C of Sale are modified in writing and signed by both parties, the T&C of Sale shall be applicable to this and all future transactions between Company and Customers.

Romekin USA Corp’s Terms and Conditions of Sale (the “Company”) requires a deposit of 50% of the order total to begin production on any order. When the ordered product is completed, Romekin USA Corp will notify the Customer by sending an invoice for the remaining 50% of the order plus any additional charges accrued, special packaging, freight or any other requirement. Final payment must be received before the product can be shipped or picked up or in accordance with specified credit terms. All invoices that become past due shall be subject to the accrual of interest at the rate of 9% per annum, which shall be calculated from the first day on which the invoice becomes past due and continue through and including the date on which the invoice is fully satisfied.

Customers are responsible for providing the labels, failing to provide labels before start production will result in the customer’s order losing production priority. The Company will not be responsible for any delays resulting from the Customer’s failure to provide labels within the specified period. The Customer is responsible for all copy, directions, warnings or any additional information appearing on the label. The Company is only responsible for providing the Supplemental Facts.

Customers who buy products without label and requesting to have labels applied to the product after the final invoice is issued will be charged an additional \$1,000 processing fee to reschedule the products for labeling.

The Company will not accept raw material supplied by Customers for the manufacture of Customer’s products with the understanding that the Company is relying completely on acquiring all work material.

A product’s expiration can only be properly determined by the preservatives or raw materials stability. A Customer requesting a specific expiration date be affixed to the product is certifying that the product and packaging ordered has been stability tested in accordance with industry standards prior to placing the order and that the product and packaging specifications are identical to the specification used for stability testing. The Company is not responsible for

stability testing the product, unless the Company and Customer agree to the contrary in writing.

Each order has the possibility of a ten percent (10%) +/- fluctuation for the final quantity of product. The Client acknowledges that this fluctuation is in accordance with the industry's standard and the Client is responsible for the cost associated with this fluctuation regardless of the size of the order or whether the order is for an initial execution. The Company will retain one (1) of the bottles for Quality Control.

The customer is responsible for the cost of shipping whether the customer makes the collection or if the customer wants the company to plan the shipping. Starting in November 2020, South Florida customers who have free shipping will have a minimum purchase stipulated to continue maintaining free shipping. Any damage to the products while in possession of the Customer or an external carrier is the sole responsibility of the Customer. The customer has the option of choosing to ensure the products while the products are in the possession of a third-party carrier. The cost of such insurance will be borne by the customer and these costs are in addition to the shipping costs.

All orders are quoted to be produced at Romekin USA Corp Manufacturing facility and shipped to the warehouse of the customer's choice either using UPS, FEDEX or customer preferred LTL freight company. The customer may schedule a pickup at the facility within 72 hours of product completion.

Products held longer than 30 days, which are fully paid by the customer and any Active Inventory, would be billed a monthly storage rate of \$30 per pallet.

Storage fees are not part of the Deposit Invoice or initial Final Invoice. Inactive inventory stored in the Company's warehouse will be billed monthly at a rate of \$100.00 per pallet, unless otherwise agreed upon. Any materials held longer than 30 days without payment will be considered abandoned and will become the property of the Company. The Company has the right to sell goods that are not paid for after 45 days and Customer waives any and all claims it has or may have against the Company for selling the product after it is abandoned.

The customer, its owners, shareholders, members, agents, employees, and representatives shall indemnify and hold harmless the Company and all related or affiliated entities, their officers, directors, shareholders, members, employees, agents and attorneys, from all claims, losses, damages, liabilities, costs, and expenses (including all attorney's fees and costs) of personal injury, property damage or advertising liability (not caused by the sole negligence or intentional acts by the Company) resulting from (i) Customer's modification of products, (ii) unauthorized representations regarding products or services provided by the Company, and/or (iii) any claims or suits arising from or related to an alleged or actual defect in any product where the product has been manufactured based upon formulations of the Customer.

In case of receivership or trusteeship, bankruptcy, reorganization, insolvency, dissolution, liquidation, arrangement, assignment for the benefit of creditors or any similar proceeding affecting Customer or Customer's successors or assigns, unless otherwise required by applicable law, Customer expressly agrees that, to the extent that Customer has not paid Company in full, Company shall have first priority over any subsequent, without limitation, seller, creditor and/or lender that Customer may enter in any contract or agreement with.

In the event that Customer breaches all or any portions of the Terms and Conditions of Sale and/or fails to remedy the breach before the expiration of any cure period offered by the Company, the customer shall be liable for all of the Company's costs and expenses (including, without limitation, attorneys' fees, court costs, process server fees, and all related disbursements) incurred by the Company to enforce the Company's rights. Any action arising out of a breach of the Terms and Condition of Sale shall be brought exclusively in the Supreme Court of the State. The Parties hereby consent to the jurisdiction of such Court for that purpose agree that it is a convenient forum and unconditionally waive all rights to make any argument to the Court based on the doctrine of forum non conveniens, removal, or any similar doctrine. The Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State without giving effect to any choice of principles. This T&C of Sale constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and may not be changed or modified except by a writing signed by all the Parties. No email, text messages, oral understanding or agreement shall be effective to waive, amend, modify, or discharge the terms and/or conditions of this T&C of Sale. The Parties represent that in executing this T&C of Sale, they have not relied upon any representation or statement not set forth herein.

All sales are final. Products sold are considered custom items as each order is completed to meet the specific needs of your business / company. For this reason, we cannot accept returns. No refunds are available once production has started. Orders can be cancelled and/or altered only 24 hours after order placement

We do not guarantee 100% satisfactory results as hair and skin respond differently to different products. If you are not sure how a product will work, request samples and do the necessary tests as the ingredients theoretically give the promised results but we cannot guarantee the effectiveness of personalized items and we will not know how they will work for you.

We have made every effort to display the colors of our products as accurately as possible, however, due to the nature of the ingredients, we cannot guarantee that any color is accurate. This does not change the effectiveness of the product and is not a cause for concern. Do not use your products for any other purpose than that indicated. Please note that during seasonal temperature changes, natural products may become thinner or thicker. We cannot replace your product if it does not have the viscosity you expected. While samples can give you a general idea of what a larger size will look like, sometimes there may be slight differences. Natural ingredients vary from batch to batch and therefore a finished product may have slight variations.

**DISCLAIMER:**

**CONFIDENTIALITY**

Due to the nature of our business, some clients would like to be kept confidential. Upon request from clients, we will keep you confidential and will not disclose any proprietary information related to your business or your products.

**FORMULATION:**

Custom formulas are exclusive for each client, whether the client builds their own formula or Romekin USA Corp creates it. However, the percentages and procedures used are the confidential property of Romekin USA Corp unless the client has provided the company with specific percentages and procedures. In the event that the client requires percentages and procedures, the company will sell the formula to its client if it is available for sale.

We have the right to refuse or terminate service. You are not legally bound to us by any contract or agreement. Conducting business with us means that you understand our policies and procedures. Conducting business with us means that you are willing to follow the policies and procedures we have in place. We are in business to provide a service to manufacture pet care products. We do not offer legal advice or consultation services.

Terms and Conditions are subject to change,