

## GENERAL CONDITIONS OF SALE

VERESCENCE NORTH AMERICA, INC.

Effective as of 1<sup>st</sup> January 2020

### 1. General

These Terms and Conditions of Services and Sale (“Terms and Conditions”) form an integral part of any acceptance by VERESCENCE North America, Inc. (“VERESCENCE”) of any purchase order (“Order”) placed and sales or services transaction resulting therefrom (“Transaction”) and shall supersede all printed terms and conditions on any request for proposal, purchase order, or other form, if any, of or presented by a customer of VERESCENCE (“Customer”) and any other inconsistent terms submitted by a Customer prior to acceptance by VERESCENCE of an Order. These Terms and Conditions may not be varied or supplemented unless agreed to in writing by a duly authorized representative of VERESCENCE. No services or sales representative shall have such authority. Failure of VERESCENCE to object to conflicting or different provisions contained in any Order or other writing of Customer shall not be construed as a waiver of these Terms and Conditions nor an acceptance of any terms and conditions of Customer. Except only as otherwise agreed in writing by a duly authorized representative of VERESCENCE, the provision of any of VERESCENCE’s services (“Services”) or the sale of any of VERESCENCE’s products (“Products”) shall be governed only by these Terms and Conditions. Customer shall be deemed to have accepted these Terms and Conditions if Customer accepts any provision of Services and/or shipment of Products to which these Terms and Conditions relate. VERESCENCE hereby expressly rejects any portion of any Order that attempts to modify these Terms and Conditions.

### 2. Offer and Acceptance

The Order is an offer to obtain Services and/or purchase Products upon these Terms and Conditions and shall be considered accepted upon (i) VERESCENCE’s receipt of an Order from Customer for the Services and/or Products and VERESCENCE’s written acceptance (“Order Acceptance”) of the Order (such an Order is an “Accepted Order”), (ii) the mutual execution of a contract for services and/or sales (“Sales Contract”) or (iii) VERESCENCE’s commencement of its performance as requested in the Order. Customer acknowledges that VERESCENCE shall have the right to reject any Order for any reason or for no reason. After Order Acceptance, Customer may not cancel any Accepted Order without VERESCENCE’s written consent.

### 3. Drawings; Data; Tools.

- 3.1 All drawings, data, designs, tools, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of VERESCENCE to Customer specifically in connection with the performance of an Accepted Order (hereinafter collectively referred to as “VERESCENCE Information”) shall be and remain the property of VERESCENCE. Customer shall not use or disclose such VERESCENCE Information and all copies thereof shall immediately be returned to VERESCENCE upon request. Customer shall not disclose any VERESCENCE Information to any third party without VERESCENCE’s prior written approval.

- 3.2 Any VERESCENCE Information developed by VERESCENCE with respect to a Customer's Order shall be invoiced by and be paid to VERESCENCE by Customer upon receipt of an invoice, irrespectively of whether Products are actually manufactured or not. It is agreed that the customer's contribution to the design and manufacturing costs for these tools will be paid before they are manufactured and is not reimbursable. VERESCENCE reserves the right to destroy any VERESCENCE information that has not been used to manufacture Products for four (4) years.
- 3.3 Customer hereby acknowledges and agrees that VERESCENCE may rely on all drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of Customer or any third party upon Customer's instructions (hereinafter collectively referred to as "Customer Information"), and that VERESCENCE shall not be responsible to verify the accuracy and correctness of any such Customer Information. Customer shall solely be responsible for the accuracy of the Customer Information and Customer shall exclusively bear the risk of loss for any inaccurate Customer Information.
- 3.4 Any Product descriptions, illustrations and technical data, etc. are mere descriptions of the Products for illustrative purposes and shall in no event be construed as a limited warranty.
- 3.5 VERESCENCE reserves the right to destroy any Customer Information that has not been used within the past four (4) years to manufacture Products.
- 3.6 For custom-made Products as per Customer's request, VERESCENCE reserves the right to produce in accordance with the following tolerances, and Customer agrees to accept delivery and pay for the quantities which have been produced based on an Accepted Order:
- |                 |         |                  |
|-----------------|---------|------------------|
| + or - 30% from | 0       | to 49,999 parts  |
| + or - 20% from | 50,000  | to 99,999 parts  |
| + or - 15% from | 100,000 | to 249,999 parts |
| + or - 10% from | 250,000 | to 499,999 parts |
| + or - 5% above |         | 500,000 parts    |

#### **4 Time of Performance, Delays, Place of Performance, Subcontracting**

- 4.1 Any information with regard to time of performance and/or delivery shall be non-binding, unless otherwise expressly stated by VERESCENCE in writing. Time shall not be of the essence for purposes of delivery of the Products.
- 4.2 All terms of performance and/or delivery shall be subject to (i) correct and timely availability of supplies and raw materials, (ii) Customer's delivery of all Customer Information, (iii) Customer's required performances and/or deliveries under the Accepted Order, (iv) Customer's approvals and plan verifications, (v) Customer's compliance with all payment terms set forth hereinbelow, and (vi) Customer's strict compliance with all obligations set forth in these Terms and Conditions. The terms of performance and/or delivery shall be extended by, and for so long as, the above conditions have not been met.
- 4.3 The time of performance and/or delivery shall be extended by the period of time in which Customer is in default of any of its obligations under an Accepted Order or for as long as it does not meet its contributory obligations thereunder.
- 4.4 If Customer requests any changes to an Accepted Order, and VERESCENCE agrees thereto in writing, then the time of performance and/or delivery with respect to such changed Accepted Order shall be extended by a reasonable period of time to accommodate such changes.

- 4.5 VERESCENCE shall be in compliance with respect to all agreed-upon performance dates if (i) the performance of Services has been completed on or prior to the agreed upon performance date, or, if (ii) acceptance of the Services by Customer is required, upon such agreed upon date of acceptance or VERESCENCE's request for acceptance by Customer, as the case may be, unless Customer is entitled to reject the Services as set forth herein.
- 4.6 VERESCENCE shall be in compliance with respect to all agreed-upon delivery dates (i) if the Products were released into the custody of the common carrier ("Carrier") on the agreed upon date of delivery, (ii) as soon as VERESCENCE has communicated to Customer its de facto readiness for shipment, or (iii) if acceptance by Customer is required, upon such agreed upon date of acceptance or VERESCENCE's request for acceptance by Customer, as the case may be, unless Customer is entitled to reject the Products as set forth herein.
- 4.7 If Customer causes acceptance of the Services and/or delivery of the Products to be delayed, VERESCENCE shall be liable for all risks and incidental cost (including, but not limited to storage and preserving the goods) associated therewith, and shall be entitled to charge any and all cost incurred based on such delay to Customer, starting from VERESCENCE's notice to Customer of presentment for acceptance and/or readiness to ship, as the case may be. Customer shall further, upon such delay of acceptance of delivery, immediately pay the full amount as per any such Accepted Order as set forth in Article 6. Products that are not collected within four (4) months from the agreed deadline will be automatically invoiced to Customer.
- 4.8 VERESCENCE retains the right to withhold any performance of Services and/or shipments of Products as long as Customer is in default under any obligation of any Accepted Order, current or previous.
- 4.9 With respect to any output requirement contract, VERESCENCE shall not be required to maintain a particular inventory, and Customer hereby agrees that VERESCENCE shall have reasonable lead-time to fulfill its obligations under any such output requirement contract. Customer must request fulfillment of all Accepted Orders with respect to an output requirement contract within one (1) year from the date of the Accepted Order, or otherwise VERESCENCE shall have the right to cancel any such Accepted Order and terminate any such output requirement contract.

**5. Shipment; Risk of Loss; Shipping Schedule; Provision of Services**

- 5.1 Shipments shall be made ex works VERESCENCE's warehouse in the U.S., unless otherwise specified in writing.
- 5.2 VERESCENCE's shipments are NOT insured. Customer must request insurance coverage, if required, and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of Customer. VERESCENCE assumes no responsibility for any such loss or damage.
- 5.3 VERESCENCE reserves the right to deliver in installments. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries.
- 5.4 Each shipment shall be deemed accepted in good and undamaged condition by the Carrier, and title to, and the risk of loss or theft, damage or destruction to, the Products shall pass and shift to Customer upon releasing the Products to the Carrier and upon that acceptance by the Carrier.
- 5.5 If acceptance by Customer is required, then title to, and the risk of loss or theft, damage or destruction to, the Products shall pass and shift to Customer upon such agreed upon date of acceptance or VERESCENCE's request for acceptance by Customer, respectively, unless Customer is entitled to reject the Products under these Terms and Conditions.

- 5.6 Customer shall only be entitled to reject a Product for a material defect or noncompliance with Section 3.6.
- 5.7 If there is a delay in shipment or acceptance by Customer due to circumstances not caused by VERESCENCE, then title to, and the risk of loss or theft, damage or destruction to, the Products shall pass and shift to Customer upon VERESCENCE's notice to Customer of its readiness to ship or present for acceptance, as the case may be.
- 5.8 Customer acknowledges and agrees that lead time will vary according to availability of supply, delays in transportation, manufacturing problems and other conditions, and, consequently all performance and/or delivery dates communicated by VERESCENCE are estimates only and shall be subject to change without notice. Delay in performance of any Services and/or delivery of any shipment of Products shall not relieve Customer of its obligations to accept such Services and/or shipments or any other Services and/or shipments. Under no circumstances shall VERESCENCE on account of late provision and/or delivery, or non-provision or non-delivery be liable to Customer, its agents or any other persons for any damages set forth in Section 13 below. Time shall not be of the essence.
- 5.9 If Customer does not take delivery on the agreed date, he is liable for all risks and incidental costs incurred from this date, the sale then occurring at his risks. Customer will automatically be liable for any delay in taking or requesting delivery in comparison to the agreed deadlines; this results in the Customer immediate invoicing for the full amount of the order, and paying the costs of preserving the goods, on receiving standard notification. Invoiced goods that are not collected within six months from invoicing may be destroyed after formal notice is given to Customer.

## **6. Prices, Compensation, Payment**

- 6.1 All prices are valid ex works VERESCENCE's warehouse, unless otherwise agreed upon by VERESCENCE in writing. All prices and compensations are in US\$ plus applicable transportation costs, expenses, packaging, dispatch and, if applicable, insurance of Products in transit.
- 6.2 For Customers with established credit, the terms of payment are net thirty (30) days from the date of shipment unless otherwise agreed upon in writing. If credit is not established, Customer shall provide sufficient credit references and bank information to qualify for credit. VERESCENCE reserves the right to demand cash payment prior to delivery.
- 6.3 VERESCENCE reserves the right to at any time revoke any credit extended to Customer if Customer fails to pay for any Products when due. If, in VERESCENCE's opinion, there is a material adverse change in Customer's financial conditions, VERESCENCE shall have the right to suspend further shipments until Customer furnishes adequate assurance satisfactory to VERESCENCE of Customer's ability to pay.
- 6.4 Upon Customer's default of payment starting fifteen (15) calendar days after commencement of such default, interest will accrue at a rate of the lower of (i) seven percentage (7%) points above the currently applicable legal interest rate or (ii) the maximum interest rate permitted by applicable law. Customer shall pay all costs of collection, including legal fees. VERESCENCE reserves the right to seek any additional remedies allowed by law.
- 6.5 Delinquent account Orders will not be processed until account balance is current.
- 6.6 If Customer requests a change in time of performance and/or delivery date, and VERESCENCE agrees thereto in writing, Customer shall pay to VERESCENCE all amounts at that time when such payments would have been due without such change.

**7. Taxes**

Customer shall pay, in addition to any invoiced amount, all taxes, if applicable, upon the production, sale, shipment, delivery, provision or use of the Services and/or Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs. In the event that VERESCENCE is required to pay any such taxes, Customer shall indemnify, pay or reimburse VERESCENCE on demand for such payments and any penalties or fees related thereto.

In the event Services and/or Products are tax exempted, Customer shall provide VERESCENCE any exemption certificate before any delivery or on January, 1<sup>st</sup> of the following year at the latest.

**8. Purchase Money Security Interest**

With the submission of the Order and VERESCENCE's issuance of an Order Acceptance, Customer hereby grants a purchase money security interest in all Products delivered and provided by VERESCENCE to Customer and in all proceeds from the sale of the Products by Customer to any third party, including accounts receivable, contract rights and cash receipts arising therefrom. Such security interest shall remain in VERESCENCE until VERESCENCE receives full payment of the purchase price for all Products. Customer authorizes VERESCENCE to timely prepare and file such financing statements or other writings as may be necessary to perfect such purchase money security interest. Customer agrees that VERESCENCE has the right to immediate possession to any Products that have not been paid for in full by VERESCENCE.

**9. Inspection; Claims; Return; Acceptance of Services and Products; Rectification of Defects**

- 9.1 Customer shall inspect the Services performed and/or the Products delivered immediately upon such performance and/or delivery, as the case may be, and shall give written notice in accordance with Section 21 below to VERESCENCE of any non-compliant Services and/or damage to the Products ("Damage or Loss") within eight (8) business days from the date of completion of the Services or delivery of the Products. If Customer does not provide such notice, the Services and/or Products, as the case may be, shall be deemed to conform to their description and the Services and/or Products shall be deemed accepted by Customer in accordance with the terms of the Accepted Order. Customer expressly waives any rights Customer may have to reject or revoke acceptance of the Services and/or Products after such notification period has lapsed.
- 9.2 For any Damage or Loss not immediately apparent, Customer shall notify VERESCENCE within eight (8) business days of discovery of such Damage or Loss. If Damage or Loss is ascertainable by Customer upon delivery of the Products, Customer must immediately file a claim with the Carrier and notify VERESCENCE in writing as set forth above within two (2) business days after delivery. Notations regarding any such claim shall be made on all copies of Carrier's waybill and the driver must sign all copies to acknowledge notification of the claim. Upon VERESCENCE's request, Customer shall furnish to VERESCENCE all original delivery records so as to assist VERESCENCE in assessing the validity of the claim.
- 9.3 Customer shall not refuse acceptance of shipment because of transit damage pursuant to ex works Incoterms, if applicable.
- 9.4 Customer hereby agrees to grant VERESCENCE a reasonable time period, as determined in VERESCENCE's sole discretion, to remedy any non-compliant Services and/or

defects to the Products. Otherwise, VERESCENCE shall not be liable to Customer for any such non-compliance or defect.

9.5 Time is of the essence for purposes of this Section 9.

#### **10. Force Majeure**

VERESCENCE shall not be liable for damages as a result of any delay or failure of performance and/or delivery due to any cause beyond VERESCENCE's control, including, without limitation, acts of nature or God, act of Customer or any of its representatives, any statute, ordinance, regulation, order or other governmental agency or judicial action, fire, storm, flood, earthquake, explosion, accident, war or rebellion, sabotage, epidemic, quarantine restrictions, strike, riot, terrorism, war, transportation embargoes, failure or delay in transportation or inability to obtain or delay in obtaining necessary labor, products, fuel or manufacturing locations or failures of manufacturing machinery. In the event of any such delay, the date of performance and/or delivery shall be extended for a period equal to the time loss by reason of such delay and, if such delay is caused by act of Customer or any of its representatives, VERESCENCE shall be reimbursed for any additional costs arising from such delay.

#### **11. Limited Warranty**

11.1 VERESCENCE provides for a limited warranty for any Services performed hereunder for any material non-compliance of such performance with the specifications set forth in the Accepted Order for twelve (12) months from completion of the Services or as otherwise agreed upon by the parties. VERESCENCE retains the right, in its sole discretion, to at least two (2) attempts to correct such material non-compliance.

11.2 VERESCENCE provides for a limited warranty for any of the Products furnished hereunder for any defect in workmanship or materials under normal usage for twelve (12) months from shipment of a Product. VERESCENCE shall have the right, in its sole discretion, to correct the defect or to deliver Products that are free of any such defect. VERESCENCE retains the right to at least two (2) attempts to remedy any limited warranty claim. Replaced Products shall become the property of VERESCENCE.

11.3 Customer must notify VERESCENCE in writing with respect to any limited warranty claim upon which notification VERESCENCE shall determine the validity of such claim.

11.4 VERESCENCE may demand from Customer reimbursement for any expenses if no defect can be ascertained. Customer shall bear the burden of proof.

11.5 Customer acknowledges and agrees that VERESCENCE shall not be liable for any Damage or Loss due to (i) unintended, wrongful or neglectful use or storage of the Products (ii) regular wear and tear, and (iii) electrical, electro-chemical, chemical and all other factors for which VERESCENCE does not bear responsibility.

11.6 EXCEPT AS SET FORTH IN THIS SECTION 11, VERESCENCE MAKES NO EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, CONCERNING ANY SERVICE OR PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY.

#### **12. Damages Disclaimer and Limitation**

IN NO EVENT SHALL VERESCENCE BE LIABLE TO ANY CUSTOMER OR ANY OTHER PERSON FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL OR (B) DIRECT DAMAGES TO BODY, HEALTH OR PROPERTY FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SERVICES OR PRODUCTS,

WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF VERESCENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VERESCENCE'S TOTAL AGGREGATE LIABILITY FOR DAMAGES EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO VERESCENCE FOR THE SERVICES OR PRODUCTS.

**13. Intellectual Property**

- 13.1 Customer acknowledges VERESCENCE's exclusive right, title and interest in VERESCENCE's patents, trademarks, service marks, trade names, emblem, designs and methods relating to Products (the "Intellectual Property"). Customer acknowledges that VERESCENCE has certain ideas and information concerning financial matters and trade secrets and corporate proprietary information, written and unwritten (the "Information and Ideas") which VERESCENCE is willing to disclose to Customer from time to time as it becomes necessary to promote a Transaction. Customer shall not acquire any right, title or interest in the Intellectual Property or the Information and Ideas by virtue of any Transaction under these Terms and Conditions, or at any time describe or represent itself to others as having such right, title or interest. Should any law or regulation vest Customer with any rights and any of the Intellectual Property or the Information and Ideas, Customer hereby assigns and agrees to assign to VERESCENCE all such rights contemporaneously with their vesting. Customer shall promptly notify VERESCENCE of any and all infringements of the Intellectual Property or the Information and Ideas of which it becomes aware and will assist VERESCENCE in taking action against any such infringements.
- 13.2 Customer acknowledges and agrees that irreparable harm would be suffered by VERESCENCE in the event of a breach of this [Section 13](#) and that VERESCENCE shall have the right to seek injunctive relief in the event of a breach or threatened breach of this Section. Customer agrees that the rights of VERESCENCE provided in the sentence above and under the terms of these Terms and Conditions shall be in addition to, and not in lieu of, all other rights VERESCENCE may have at law or in equity to protect the Intellectual Property and the Information and Ideas.

**14. Indemnification and Insurance**

Customer hereby agrees to indemnify, defend, at Customer's expense, and hold VERESCENCE harmless from and against all loss, costs, damages or expenses arising out of any Customer's breach of any term of an Accepted Order including, but not limited to, these Terms and Conditions or any provision thereof and any alleged infringements of patents, trademarks, copyrights or any other intellectual property right relating to the use of Products.

**15. Default**

VERESCENCE reserves the right to cancel all or any part of a current Accepted Order and any other Accepted Orders outstanding, without liability to Customer, if Customer fails to perform under any applicable provision of these Terms and Conditions or of any applicable Accepted Order and the failure is not cured within ten (10) days after notice to Customer by VERESCENCE. In the event of termination, VERESCENCE may exercise all rights and remedies available to it hereunder and under the laws of the state of Georgia.

**16. Bankruptcy or Insolvency**

If Customer files any petition under any bankruptcy reorganization, composition or insolvency law, or if any other person or entity files such petition with regard to Customer, or if a receiver has been appointed to manage Customer's affairs or property, VERESCENCE, in its sole discretion, may terminate any Accepted Order by written notice to Customer. VERESCENCE's termination shall not prejudice its rights to the amounts then due under this Proposal or to any other remedies available. In the event an action is brought by VERESCENCE to collect the monies due hereunder, Customer shall pay all cost of collection, including reasonable attorney's fees, and interest allowed by law.

**17. Integrity and Anti-corruption**

The Customer must conduct business with honesty and integrity and demonstrate the highest standards of business ethics. The Customer must not engage in bribery, corruption, or other unethical or illegal practices whether in dealings with government officials (which includes government employees or officers at any level, employees or officers at government-controlled or owned entities, employees or officers of public international organizations, and political officials or candidates or anyone acting on such a person's behalf), political parties or others, including individuals in the private sector. This includes, directly or indirectly, paying, giving, offering, promising, or authorizing money or anything of value to anyone to seek to obtain an undue or improper advantage. This also includes any unethical business activities or arrangements between the Customer and any VERESCENCE employee or any other company or individual.

The Customer agrees and acknowledges that in carrying out its activities, the Customer shall comply, and shall cause its affiliates, permitted agents and employees to comply, with all laws and regulations applicable in respect of the activities contemplated by these General Conditions of Sale, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act 2010 ("Bribery Act") and any other laws and regulations relating to any anti-bribery law or regulation applicable.

**18. Jurisdiction; Venue**

For purposes of injunctive relief, in any legal action relating to the sale and shipment of Products under these Terms and Conditions, Customer irrevocably agrees and consents (i) to the exercise of jurisdiction over it by the courts of the State of Georgia or the Northern United States District Court in Georgia; and (ii) that if Customer brings the action, it shall be instituted in one of the courts specified in Subsection (i) above. Service of process provided to Customer in accordance with Section 21 below shall be effective and sufficient to establish jurisdiction and venue in such court in any such action.

**19. Governing Law**

The Accepted Order, including these Terms and Conditions and any Transaction resulting thereof shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, but excepting any Georgia or United States rule, law or treaty which would result in the application of the law of a jurisdiction other than Delaware.

**20. Severability**

If any provision of an Accepted Order, including these Terms and Conditions shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Accepted

Order, including these Terms and Conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

**21. Notice**

Any notice or other communication required or permitted by these Terms and Conditions to either party hereto must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed, if to VERESCENCE, to [accountsreceivable@verescence.com](mailto:accountsreceivable@verescence.com) and/or to the attention of the Sales Department at : **Verescence North America, Inc.**

*900 3<sup>rd</sup> Avenue 4th Floor New York, NY 10022*

and if to Customer, to such address as stated in the Order. Notice shall be effective when received or delivered.

**22. Export**

22.1 VERESCENCE's Products are designed to remain in the country of delivery as agreed upon with the Customer. The export of Products supplied hereunder by the Customer may be subject to governmental approval. The Products may be subject to United States export controls and embargo laws and regulations. It shall be Customer's duty to independently gather information with regard to these laws and regulations from all appropriate authorities. VERESCENCE shall not be liable for any export permission or export fitness.

22.2 It shall be Customer's sole responsibility to obtain all necessary approvals from each respective export authority prior to exporting any Products. Any forwarding of Products governed hereunder by the Customer to third parties, with or without VERESCENCE's knowledge, shall require the strict adherence by Customer to any and all applicable export licensing conditions, and the Customer shall at all times remain liable to VERESCENCE for any failure to do so.

**23. Assignment**

Customer shall not delegate any duties or assign any rights under any Accepted Order without the prior written consent of VERESCENCE. Any such attempted delegation or assignment shall be void.

**24. Third Party Rights**

Nothing in any Proposal, Order Acceptance or Accepted Order is intended to confer any rights or remedies on any persons other than Customer, VERESCENCE, and their respective successors and permitted assigns.

**25. Headings**

The headings contained in these Terms and Conditions are included for mere convenience of reference and shall not affect the language included herein.

**26. Amendment**

VERESCENCE reserves the right to change, modify, add, or delete portions of these Terms and Conditions from time to time without further notice. Any such changes to these Terms and Conditions will be either (i) posted at [www.verescence.com](http://www.verescence.com) or (ii)

timely communicated in writing to Customer, and will indicate at the top of that page the date that these Terms and Conditions were last revised (“Effective Date”). Any and all Services shall be performed, and any and all Products shall be delivered, pursuant to, and in accordance with, the Terms and Conditions as of the Effective Date which is contemporaneous with, or in effect as of, the date of the applicable Order.