



10443 Arminta Street
 Sun Valley, CA 91352
 Phone: (818) 504-3200 Fax: (818) 504-3202

State Of California
 Certified Organic
 Registration#42319

Invoice

Date	Invoice #
5/18/2026	102014

Bill To

La Solae Inc.
 1855 W Katella Ave #170
 Orange, CA 92867

Ship To

Order Taken by	Rep	Terms	Due Date	P.O. #	S.O. No.	Ship Via	F.O.B.	Ship Date
		50% Deposit, RUC	5/18/2026		44944			4/6/2026
Item Code	Description					Quantity	Price Each	Amount
GC210-PL-01	Hyaestic Calm Botanical Cleanser, 8oz White Bottle with Black Pump					5,000	4.50	22,500.00T
	Subtotal							22,500.00
	Unit Carton, shrink wrap, and specific packing requests quoted separately.							
Customer Deposit						1	-22,500.00	-22,500.00
Terms & Conditions	** Damage/Defective products must be reported within 24 hours of receipt of merchandise. **					1	0.00	0.00
Production Tolera...	Custom production orders may result in product overage. Overage will be added to the final invoice. Excess Product Clause Any remaining product left over after the completion of the custom production fill will be billed at the standard per ounce pricing and added to the final invoice. This ensures full accounting of all materials produced, regardless of whether they are included in the final filled units.					1	0.00	0.00

Inventory Policy: If finished product is held in inventory for 3 days past completion, there will be a warehousing fee of 10% of the total order.

Sales Tax (0.0%)
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Item Code	Description					Quantity	Price Each	Amount
Shipping	Shipping Quoted and Charged Separately - TBD Packing (Boxes/Pails/Drums/Pallets) Quoted and Charged Separately - TBD Master Cases - \$1.90 / case // Pallets - \$35 per pallet Preparing pallets to ship to multiple locations will incur a fee of \$50/pallet per location. Unless otherwise specified or agreed between Spa de Soleil, Inc. and Buyer, the shipping terms of sale are Free on Board Origin (Sun Valley, CA). The Buyer assumes title and control of the goods the moment the carrier signs the Bill of Lading. The Buyer assumes the risk of transportation and is entitled to route the shipment. The buyer is responsible for filing claims for loss or damage.					1	0.00	0.00
Handling Service	Please note that credit card transactions are subject to a 3% handling service, while all E-Check Payments are subject to a flat \$5.00 fee. Please advise which method you prefer and a Paylink will be sent to your email. If you wish to process payment with an alternate payment method, we accept ACH or Wire transfer.					1	0.00	0.00
Tariff Adjustment ...	All unit prices issued by Spa de Soleil, Inc. are based on the tariff rates and trade conditions in effect at the time of issuance. In the event of any changes to tariffs, duties, or other import-related government charges that impact the cost of materials or finished goods during production, transit, or prior to delivery, Spa de Soleil, Inc. reserves the right to adjust pricing accordingly. Clients will be notified promptly of any such adjustments.					1	0.00	0.00
ACKNOWLEDG...	10. Cancellation of Purchase Order In the event Client desires to cancel any purchase order for any products, Client					1	0.00	0.00T

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	<p>must send written cancellation notice within seventy-two hours of issuing the purchase order. Developer must reply with acknowledgment to be considered cancelled. In the event no such written communication is sent to Developer then the order is deemed to be non-cancellable and all deposits are not refundable. CLIENT INITIALS _____</p> <p>11. Client Expectation for Delivery Depending on the details of the project, order may take 4-12 weeks +/- on average. This is merely an estimate and not a guarantee. Should the delivery date be later than 12 weeks from the date the order is placed, Client shall not be entitled to any refund, rebate or other compensation. CLIENT INITIALS _____</p> <p>12. Appointment for component delivery. Required procedure for receiving shipped components, including MSDS, Packing List, including accurate quantities, from Vendor. We will not check quantities or conditions of upon receipt. Pallets must arrive in good condition, if they do not SDS will notify the client. CLIENT INITIALS _____</p> <p>13. Storage Fees If finished product is held in inventory for 3 days past completion, there will be a warehousing fee of 10% of the total order., should this exceed 3 months an additional 10% will accrue. CLIENT INITIALS _____</p> <p>14. Product Formulation, Labelling and Claims In preparing products for production, Client may provide Developer with Client's product formulations, label designs, label content, or product claims. Conversely, Developer may provide Client with Developer's product formulations, label designs, label content, or product claims. Regardless of which party provides the product formulation, label designs, label content, or product claims, Client is solely responsible for proofing and approving all</p>			

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Item Code	Description	Quantity	Price Each	Amount
	<p>product formulations, label designs, label content, or product claims prior to production. CLIENT INITIALS _____</p> <p>15. Legal Compliance Client is solely responsible for ensuring that the products and all product formulations, label designs, label content, product claims, and all Client-supplied material, including but not limited to Client-supplied Ingredients, Client-supplied active ingredients, and Client-supplied packaging, are in compliance with all applicable laws and regulations including FDA and State registration, product approvals, and labelling requirements. CLIENT INITIALS _____</p> <p>16. Release Client acknowledges and agrees that it has sole responsibility for proofing, approving, and ensuring legal compliance of all product formulations, label designs, label content, or product claims. Client releases Developer from all liability arising from or in connection with any product formulation, required or voluntary product registration, regulatory approval, product labeling, or product claims. Client understands and agrees that in no event shall Developer be liable to Client for any direct, indirect, special or consequential damages or lost profits, related to or arising from or in connection with any product formulations, label designs, label content, or product claims. CLIENT INITIALS _____</p>			

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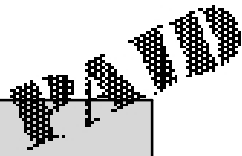
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ACKNOWLEDG...	<p>17. Delivery/Shipping All deliveries under this Sales Order shall be made on an Ex Works (EXW) basis, as defined by Incoterms® 2020, at Seller's designated facility, 10443 Arminta St., Sun Valley, CA 91352. Title and risk of loss shall transfer to the Buyer upon the goods being made available at the Seller's premises. The Buyer is responsible for all costs, insurance, duties, taxes, and transportation from the point of delivery. The Seller shall have no obligation to load the goods on any collecting vehicle or to clear the goods for export unless otherwise expressly agreed in writing. CLIENT INITIALS _____</p> <p>18. Indemnity Client, to the fullest extent permitted by law, hereby agrees to pay, defend, indemnify and hold Developer, its employees, heirs, successors and assigns harmless from any and all claims, demands, causes of action, damages, losses, costs, expenses, or government regulatory action or inquiry resulting from or arising in connection with product formulations, label designs, label content, or product claims. CLIENT INITIALS _____</p> <p>19. Tariff Adjustment Clause: In the event of any changes to applicable tariffs, duties, import/export taxes, or other government-imposed fees after the effective date of this Agreement, which result in increased costs to SDS, the Parties agree that such additional costs may be passed on to the Buyer. The Seller shall provide written notice of the tariff increase and corresponding price adjustment at least 7 days prior to implementation. CLIENT INITIALS _____</p>	1	0.00	0.00T
ACKNOWLEDG...	<p>5. Release Client acknowledges and agrees that it has sole responsibility solely responsible for proofing, approving, and ensuring legal compliance of all product</p>	1	0.00	0.00T

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	<p>formulations, label designs, label content, or product claims. Client releases Developer from all liability arising from or in connection with any product formulation, required or voluntary product registration, regulatory approval, product labeling, or product claims. Client understands and agrees that in no event shall Developer be liable to Client for any direct, indirect, special or consequential damages or lost profits, related to or arising from or in connection with any product formulations, label designs, label content, or product claims. In consideration of the promises, covenants and agreements set forth herein and for other good and valuable consideration, Clients for themselves, their heirs, agents, attorneys, representatives, predecessors, successors, spouses, families and assigns hereby waive, remise, release, acquit, satisfy, and forever discharge all claims against Spa, together with all Spa' past, present and future officers, directors, heirs, family members, agents, servants, employees, legal representatives, assigns, successors, affiliates, shareholders, beneficiaries, predecessors, insurers, attorneys, administrators, and successors in interest; Spa's parent, holding, subsidiary, affiliated, and related entities; any business entity or division owning or controlling Spa in whole or in part; and, any business entity or division owned or controlled in whole or in part by Spa, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity which any personal representative, successor, heir, or assign of Clients hereafter can, shall, or may have against Spa, for, upon, or by reason of any matter, cause, or thing whatsoever, under this Agreement. CLIENT INITIALS _____</p> <p>6. Indemnity Client, to the fullest extent permitted by law, hereby agrees to pay, defend, indemnify and hold Developer, its employees, heirs, successors and assigns harmless from any and all claims, demands, causes of action, damages, losses,</p>			

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ACKNOWLEDG...	<p>costs, expenses, or government regulatory action or inquiry resulting from or arising in connection with product formulations, label designs, label content, or product claims. Client shall defend, indemnify, and hold Developer harmless from and against any cost, loss, liability, damage, injury, claim, suit, action or expense (including, without limitation, reasonable legal fees) caused by any negligent act or omission of Client, its employees, agents, contractors, or representatives. CLIENT INITIALS _____</p> <p>7. Limitations of Warranty Developer warrants that all Product delivered to Client shall be produced according to current good manufacturing practices and shall materially conform to Client approved samples. Client understands and acknowledges that there may be variances in viscosity, color, and texture between lab samples and finished production of a given product. Client agrees that such variances are normal and acceptable. Client acknowledges that custom production or custom manufacturing may result in unavoidable overages. If Client orders custom production or custom manufacturing, then Client agrees to accept all such overages which shall be billed to the Client in the final invoice. Developer requires a pre-press sample for custom production if Developer arranges or orders the printing of labels or screen printing on behalf of Client. In order to produce a pre-press sample, Client shall provide a high resolution file of print-ready artwork. Developer reserves the right to charge fees for a pre-press sample shall, and shall provide Client with a quote for such fees upon request. Developer shall provide to Client a Safety Data Sheet ("SDS") and Certificate of Analysis ("COA") for each Product after production. Other or additional documentation or regulatory requests shall be quoted separately. CLIENT INITIALS _____</p> <p>8. Force Majeure Neither party shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform in full or in part its obligations hereunder,</p>	1	0.00	0.00T

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ACKNOWLEDG...	<p>provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to one of the following events of force majeure: fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, war, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond the control of the party to be charged, and which cannot be reasonably forecast or prevented. Each party to this Agreement agrees and understands to notify the other promptly upon discovery of an event of force majeure, as set forth above, which may cause a failure or delay in performance hereunder. Notwithstanding the foregoing, a delay in performance due to an event of force majeure shall be excused only so long as the event continues or until a commercially reasonable alternative method of performance can be implemented. If performance by either party hereunder is delayed more than thirty (30) days due to an event of force majeure, then the other may terminate this Agreement upon thirty (30) days notice, if the event of force majeure has not ceased during such period. CLIENT INITIALS _____</p> <p>9. Unpaid Invoices In the event that Client fails to make payment to Developer for any outstanding invoices, within a reasonable amount of time, Developer may retain possession of any stock produced by Developer for Client's account and take reasonable measures to recuperate Developer's losses by selling any such stock even if product stock is compounded from a finished formula owned by Client or bears Client's labels, tradenames, trademarks, trade dress or other Client intellectual property. If Developer is unable to sell the stock for the same or greater price that Client was to pay, Client shall be immediately responsible for any monetary losses Develop incurs as a result of Client's failure to purchase and take possession of said stock, IE the price Client was to pay subtracted by the price Developer was forced to sell said stock for. CLIENT INITIALS _____</p> <p>***Binding Effect of Deposit</p>	1	0.00	0.00

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	<p>product/container compatibility, PET (Micro Challenge Testing) and RIPT sensitivity testing. Client is likewise solely responsible for testing the performance, function, feasibility, efficacy, safety/RIPT, and stability of all formulas, product containers, product packaging, and/or product batches produced by Spa and Spa bears no liability or responsibility for any errors, omissions or damages. CLIENT INITIALS _____</p> <p>4. Actions of Third Parties Client acknowledges and agrees that Spa shall not be liable for any delays, loss, or damage to product or product packaging caused by third parties, including without limitation, shipping providers, fulfillment services, distributors, or retailers. Client further acknowledges and agrees that Developer shall not be responsible for providing or selecting product containers or packaging that meet or exceed durability standards, including without limitation, crush test certifications, required by shipping and fulfillment service providers. Client is solely responsible for determining the suitability and feasibility of all product containers and packaging. It being specifically agreed that no member, partner, executive, shareholder, individual, or person shall ever be personally liable for any judgment, or for the payment of any monetary obligation to Client. There shall be absolutely no personal liability on the part of any individual members of Spa whether member, principal, executive, officer, partner, general partners, limited partners or otherwise. CLIENT INITIALS _____</p>			

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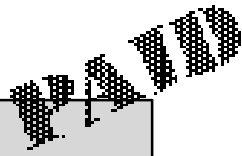
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Confirm	PLEASE KINDLY REVIEW & CONFIRM & EMAIL BACK TO US W/YOUR ATTACHED SIGNATURE! _____ Print Name & Signature _____ Date (OTHERWISE ORDERS WILL BE DELAYED)	1	0.00	0.00

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