



An ABF Ingredients Company

SPI Pharma, Inc.

Rockwood Office Park - 503 Carr Road Suite 210 Wilmington, DE 19809 USA

Tel: 302-576-8600 or Tel: 800-789-9755

Commercial Invoice

Ship To 10611001
 SWISS PHARMA GROUP S.A.
 ZAPADORES DEL CHACO
 C/LOPEZ DE VEGA BARCEQUILLO
 RUC 80083419-4
 SAN LORENZO, -
 PARAGUAY

Bill To 10611001
 SWISS PHARMA GROUP S.A.
 ZAPADORES DEL CHACO
 C/LOPEZ DE VEGA BARCEQUILLO
 RUC 80083419-4
 SAN LORENZO, -
 PARAGUAY

Invoice Date	Invoice Number
02-May-2024	134956

PLEASE REMIT PAYMENT TO:

SPI Pharma, Inc.
 P.O. Box 741284
 Atlanta, Ga 30374-1284
 United States

**FOR WIRE TRANSFER OR ACH PAYMENTS
 SEE INFORMATION BELOW**

Warehouse: Holland Warehouse

Terms	Cust PO no:	Inco Terms	Order	Due Date
Net 30	1028-2024	EX-WORKS HOLLAND MI	136605	01-Jun-2024

Line	Product	Description	Po No	Pkgs	Units	UOM	Unit Price	Ext Price
1	111-1124-272DM4	Sorbitol Sorbitan Solution NF SORBITOL SPECIAL® MDF 85 HTS # 2106.90.9998 Country of Origin: USA Lot: 122403771	1028-2024	24	6,532.8	KG	7.8500	51,282.48
2	412-7009	SO Pallet 48x44x5in ISPM15 (Anhydro) Vehicle No/ Container: 463 Seal: UL-2840978 UL-2840978	1028-2024	24	6.0	EA	0.0000	0.00

PLEASE REMIT THIS AMOUNT IN THESE FUNDS: USD 51,282.48

Certified True and Correct:

Authorized Signature
 Service Client / Customer Service

Ultimate Destination: NONE

WIRE AND ACH INSTRUCTIONS

WireRouting Number: 026-009-593

ACH Routing Number: 111-000-012

Account Number: 4426543846

Beneficiary: SPI Pharma, Inc.

Bank Name: BANK OF AMERICA

Attention: International Transfer Department

Bank Address: 100 West 33rd Street New York, NY 10001

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.

Diversion contrary to U.S. law prohibited.

Ange Kamin
 akamin@spipharma.com

Please note that SPI Pharma, Inc. has updated their terms and conditions.

THE INVOICE ACCOMPANYING THE GENERAL SALES TERMS AND CONDITIONS ATTACHED HERETO IS EXPRESSLY LIMITED TO BUYER'S ACCEPTANCE
 OF THESE GENEREAL SALES TERMS AND CONDITIONS. SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS

Acknowledged and Accepted by

Name

Title

SPI Pharma, Inc.
GENERAL SUPPLY TERMS AND CONDITIONS

THE QUOTATION/SALES CONFIRMATION/INVOICE ACCOMPANYING THESE GENERAL SALES TERMS AND CONDITIONS IS EXPRESSLY LIMITED TO BUYER'S ACCEPTANCE OF THESE GENERAL SALES TERMS AND CONDITIONS. SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS THAT ARE NOT EXPRESSLY AGREED TO IN WRITING BY SELLER. ANY SUCH DIFFERENT OR ADDITIONAL TERMS ARE NULL AND VOID AND OF NO EFFECT.

(1) ENTIRE AGREEMENT. These General Supply Terms and Conditions ("Terms and Conditions"), together with other commercial terms, if any, mutually agreed to by Seller and Buyer in writing and signed by an authorized representative of both the Seller and Buyer ("Commercial Terms"), contain the entire and exclusive agreement between the Seller and Buyer (the "Contract"). If there is a conflict between the Terms and Conditions and the Commercial Terms, the Commercial Terms shall govern. All terms and conditions contained in any prior or subsequent oral or written communication, including, without limitation, terms and conditions contained in Buyer's purchase order ("Order"), which are different from or in addition to the Contract are hereby rejected by and shall not be binding on Seller, and Seller hereby objects thereto. No addition to, or alteration or modification of the Contract shall be valid unless made in writing signed by an authorized representative of both the Seller and the Buyer specifically referring to the Contract. Buyer shall be deemed to have full knowledge of and have accepted the Terms and Conditions herein. These Terms and Conditions shall apply to all Orders, whether or not referred to, in the Order. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any right or remedy, unless such waiver be expressed in writing signed by the party to be bound. Neither these Terms and Conditions nor any interest therein shall be transferred or assigned by the Buyer except upon the prior written consent of the Seller. The invalidity, in whole or in part, of any of the paragraphs hereof will not affect the remainder of such paragraph or any other paragraph in these Terms and Conditions.

(2) ORDER, ORDER CONFIRMATION AND PAYMENT. Orders will be placed in accordance with Seller's lead times (including production and transportation lead times) or as otherwise mutually agreed upon by the parties. Within five (5) business days of receipt of an Order, Seller will notify Buyer of either its acceptance or rejection of the Order. Once an Order is confirmed (an "Order Confirmation") which confirmation may be transmitted electronically, such Order (a "Confirmed Order") shall become binding on both Parties. Buyer will pay Seller within thirty (30) days following date of invoices issued after each delivery, unless otherwise agreed in writing. Should Seller be informed of a modification of the Buyer's financial capacity or announced cash flow difficulties, or in case of payment incidents, Seller may request in writing or by e-mail a cash payment or satisfactory security for future deliveries.

(3) SHIPMENTS. Seller reserves the privileges of not shipping in any month more than a prorated amount of the maximum quantity ordered hereby, or, at Seller's option, more than an amount equal to Buyer's past average monthly purchases of such materials. Seller's weights taken at shipping point shall govern. Except as otherwise provided in mutually agreed to Commercial Terms, all Orders shall be delivered EXW-SPI designated facility (INCOTERM ICC 2020). Title of all material and risk of loss will pass to Buyer upon delivery.

(4) BUYER'S CREDIT. Seller reserves the right, among other remedies, either to terminate the Contract or to suspend further deliveries in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

(5) EXCUSE OF PERFORMANCE. The Seller shall not be subject to any liability for delay in performance, or nonperformance, as a result of fire, flood, natural catastrophe, strike, labor trouble, accident, riot, act of government authority or compliance with government request, act of God, global pandemic as determined by the World Health Organization or other contingencies and circumstances beyond its reasonable control interfering with the production, supply or transportation of the materials covered by these Terms and Conditions or with the supply of any raw materials (including energy sources) used in connection therewith, or the inability of Seller to purchase raw materials at commercially reasonable price, or in the event Seller ceases or suspends the operation of any facility where it is producing any quantity of material deliverable hereunder and such termination or suspension is made by Seller because said facility, the operation thereof, and/or the product therefrom violates or fails to comply with any applicable government law, regulation, ordinance, standard, order or decree relating to pollution, ecology, occupational safety and health, or environmental matters. Quantities so affected may be eliminated from the Contract without liability, but the Contract shall otherwise remain unaffected. Seller may, during any period of shortage due to any cause, prorate and allocate its supply of such materials among itself for its own consumption, its subsidiaries, its affiliated companies, its accepted orders, its contract customers and its regular customers not then under contract in such manner as may be deemed fair and reasonable by Seller. If any such cause continues for more than sixty (60) days, Seller may at its option cancel the Contract or any Order related hereto. For clarity, none of the above circumstances shall affect Buyer's responsibility for payment of Confirmed Orders that are fulfilled by Seller.

(6) FREIGHT AND TAXES. Any increase in freight rates paid by Seller on shipments covered by the Contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by Seller because of the importation, production, sale or delivery of the material, other than income or franchise taxes, may at Seller's option, be added to the purchase price herein specified.

(7) LIMITED WARRANTY. Subject to the limitation of this Section 7, Seller warrants title and that the materials sold hereunder shall conform to Seller's standard specifications. All materials delivered hereunder shall be produced in compliance with the Fair Labor Standards Act of 1938, as amended. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE MATERIAL, WHETHER USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES, AND ALL OTHER WARRANTIES ARE EXCLUDED.

(8) LIMITATION OF LIABILITY. Upon receipt of each shipment of material sold hereunder, Buyer shall examine such material for any damage, defects, or

shortage, and accept or reject such material. If such material is not affirmatively rejected by the end of the day that it is received, it shall be deemed to be accepted by Buyer. For clarity, this Section 8 applies whether Buyer or an agent of Buyer receives and/or processes a shipment. All claims, including claims for alleged damage or defective goods, shortage or non-deliverance of goods, negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Seller by the end of the day of Buyer's receipt of the material. Failure of Buyer to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of any such claim, regardless of whether processing, use or resale of the material shall have taken place. BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND SELLER'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ALLEGED NEGLIGENCE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MATERIAL IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF SELLER, THE REPAIR OR REPLACEMENT OF SUCH MATERIAL. Seller shall not be liable for, and Buyer assumes responsibility for all risk and liability resulting from the handling, possession, use or resale of the material whether used singularly or in conjunction with other products. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM IS IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Transportation charges for the return of material shall be paid by Buyer unless authorized in advance by Seller.

(9) PATENTS. Except as to material manufactured to designs or specifications of Buyer, Seller agrees to indemnify and hold Buyer harmless from liability for costs and damages awarded against Buyer for infringement of any United States patent claims covering the material in the form in which it is furnished hereunder, provided that said liability results from Buyer's use or sale of the material furnished and provided that Buyer has given Seller prompt notice of any suit for infringement brought against Buyer and has permitted Seller to defend such suit. However, in no event shall Seller be liable for the use or sale of the materials furnished hereunder in combination with other materials or in the operation of any process. Buyer shall indemnify and hold Seller harmless from liability for costs or damages awarded against Seller for infringement of any patent claims covering the materials manufactured to designs or specification of Buyer.

(10) ADJUSTMENT TO PRICE AND TERMS. At any time during the term of the Contract, Seller may, upon written notice to Buyer, update the price specified herein effective on the date set forth in such notice. Seller's prices and terms of delivery in effect on date of shipment shall govern. Buyer's failure to make written objection of any such change within fifteen (15) days of such notice shall be deemed acceptance thereof.

(11) UNLOADING AND DEMURRAGE. Seller's delivery equipment, if furnished hereunder, is with the understanding that Buyer will use all reasonable effort to unload and return the same to delivering carrier within the tariff or contracted period free of demurrage or extra detention charges. Demurrage or extra detention charges on such equipment is for Buyer's account.

(12) CHANGES. Seller may, from time to time, without notice, change packing methods, testing, specifications, design, destination, and delivery schedules. All prices and these Terms and Conditions are subject to change by Seller without notice. No modification, extension or release from any provision hereof shall be affected by Buyer, unless the same shall be expressly agreed to in writing and signed by Seller.

(13) CONFIDENTIAL INFORMATION. Buyer shall not, without first obtaining the written consent of Seller, in any manner advertise or publish the fact that Buyer has contracted to purchase from Seller the products or materials specified herein or any of the terms hereof, and for failure to observe this provision, Seller shall have the right, in addition to other rights, to cancel the Contract or any Order related hereto without any further liability thereon.

(14) ETHICAL TRADING, ANTI-BRIBERY AND SANCTIONS COMPLIANCE.

a. In accordance with Seller's commitment to sustainable and ethical business practices, Buyer represents, warrants and covenants that in connection with any matter arising under or pursuant to the Contract with Seller it shall (i) protect its workers' rights, including by ensuring: safe and hygienic working conditions, freedom of association, living wages are paid, working hours are not excessive, no discrimination is practiced, no harsh or inhumane treatment is allowed and no child labor is used; (ii) ensure environmental management programs are in place; (iii) (without prejudice to subsection b. below) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; and (iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business.

b. Buyer further represents, warrants and covenants that it (i) shall comply with all applicable laws, rules, regulations, judicial or government rulings, government guidance and any other binding measures ("Laws") relating to anti-bribery, anti-corruption and anti-money laundering, including but not limited to the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act 2010 (all of the aforesaid being "Relevant Requirements"); (ii) shall have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and will enforce them when appropriate; (iii) shall on request by Seller certify to Seller in writing signed by an officer of Buyer, compliance with this Section 14(b) by Buyer and all persons associated with it, and Buyer shall provide such supporting evidence of compliance as Seller may reasonably request; (iv) warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the performance of the Contract with Seller, is a Sanctioned Person; and (v) shall comply with Economic Sanctions Law in all respects related to the performance of the Contract with Seller and shall not have any dealings or transactions with any Sanctioned Person if such dealings or transactions would cause Seller to be in violation, or to be subject to a risk of punitive measures being imposed pursuant to, any Economic Sanctions Law.

c. For the purposes of the Contract:

"Sanctioned Person" means any person, organization or vessel (i) designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury, the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List or an any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union); (ii) that is, or is part of, a government of a Sanctioned

Territory; (iii) owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing; (iv) incorporated within, located within or operating from a Sanctioned Territory and subject to any Economic Sanctions Law; or (v) otherwise targeted under any Economic Sanctions Law.

“Economic Sanctions Law” means any laws, regulations, or other binding measures of the European Union, any EU member state, the United Nations, the United States of America or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time, including without limitation Iran, Myanmar, Sudan, Syria, and North Korea.

(15) GOVERNING LAW. These Terms and Conditions, the construction of these Terms and Conditions, all rights and obligations between the Parties to this Agreement and any and all disputes arising out of or relating to the subject matter of these Terms and Conditions (including all tort claims) will be governed by the substantive laws of the State of Delaware, United States of America, without regard to conflicts of laws principles. The parties agree that the United Nations Convention on Contracts for the Sale of Goods shall not apply to this Agreement or to the parties’ rights and obligations hereunder. Any litigation or other legal proceeding (including proceedings for equitable relief) of any kind based upon or in any way related to these Terms and Conditions or the parties’ relationship, its subject matter or the rights and obligations of the parties (collectively, “Legal Proceedings”) must be brought exclusively in the federal or state courts in Wilmington, Delaware; and each Party irrevocably submits to the exclusive jurisdiction of such courts in any Legal Proceeding. Any Legal Proceeding must be brought within two (2) years after the date on which the Claim accrued (excluding Seller’s claims against Distributor for payment for Products).