Published in english for information. Only the french document (CGV_TORSKAL_20211122) shall be deemed authentic.

GENERAL TERMS AND CONDITIONS FOR SALES

TORSKAL (hereinafter referred to as "TORSKAL" or the "Seller") is a pioneer in green chemistry and more precisely in green nanotechnology; in this context, TORSKAL has developed a patented technology using gold nanoparticles and plants endemic to Reunion Island.

TORSKAL markets these gold nanoparticles in bottles and other materials (hereinafter "the Products") solely to professionals and for their professional activity (hereinafter "the Buyers") and for deliveries of Products limited to the countries of the European Union and the United States, in particular through its online sales website, accessible via the Internet at www.torskal.com (hereinafter the "Site"), or by direct contact, or via a paper medium.

The main characteristics of the Products and in particular the specifications, illustrations and indications of dimensions or capacity of the Products, are presented in the Seller's catalogues.

ARTICLE 1- Purpose of the GTC - Acceptance of the GTC - Modifications to the GTC

The present general terms and conditions of sale (hereinafter the "GTC") constitute, in accordance with Article L 441-1 of the French Commercial Code, the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which TORSKAL supplies Products to Buyers who request them via the Site, or by direct contact, or via a paper medium.

They define the terms and conditions of the online sale of Products to the Buyer, as well as the rights and obligations of the Parties in this respect, in accordance with the provisions of the French Commercial Code.

They apply without restriction or reservation to all sales concluded by TORSKAL with Buyers of the same category, regardless of the clauses that may appear in the Buyer's documents, and in particular its general terms of purchase.

In accordance with the regulations in force, these General Terms and Conditions are systematically communicated to any Buyer who requests them, to enable him to place an order (hereinafter the "Order") with TORSKAL under the conditions of article 4 below.

They are also communicated to any distributor prior to the conclusion of a single agreement referred to in articles L 441-3 et seq. of the French Commercial Code, within the legal time limits.

Any order for Products implies, on the part of the Buyer, the acceptance of these GTC and of the general conditions of use of the TORSKAL website for electronic orders.

The information contained in TORSKAL's catalogues, brochures and price lists is given for information only and may be revised at any time. TORSKAL is entitled to make any changes it deems necessary.
In accordance with the current regulations, TORSKAL reserves the right to deviate from certain clauses of these GTC, depending on the negotiations carried out with the Buyer, by establishing Special Terms and Conditions of Sale.

The version of the GTC that prevails is the latest version (in French) available on the TORSKAL website.

ARTICLE 2- Scope of Application

The GTC apply, without restriction or reserve, to any online sale of Products made on the Website, to the exclusion of any other document, and in particular the Buyer's general terms and conditions of purchase.

ARTICLE 3- Description of the Products offered for sale on the Website

The Products offered for sale by TORSKAL are those listed on the Site, on the day the Buyer consults the Site, and within the limits of available stocks. TORSKAL reserves the right to withdraw Products from sale at any time.

The Site reproduces, for each Product, the technical data determined by TORSKAL in its capacity as manufacturer. Thus, the Products offered for sale on the Website are described in such a way as to enable the Buyer to know their main characteristics, and in particular the specifications, illustrations and indications of dimensions or capacity of the Products, as well as their price.

TORSKAL makes every effort to ensure that the photographic representation of the Products on the Site is faithful to the Products. However, the photographs and graphics presented on the Website are not contractual and TORSKAL shall not be held responsible for them.

Before placing an Order, the Buyer must refer to the description of each Product in order to know its properties, essential characteristics and delivery times, as well as, in case of continuous or periodic supply of a good, the minimum duration of the proposed contract.

The choice and purchase of a Product is the sole responsibility of the Buyer.

Buyers declare to purchase TORSKAL products for research and development purposes only, and to take all necessary safety measures.
The contractual information is presented in the French language and is confirmed at the latest at the time of validation of the Order by the Buyer.

Pursuant to Article 294 of the French General Tax Code, the shipment of Products to Metropolitan France and the French Overseas Departments and Territories are considered as exports of goods.

For all Products shipped to the United States and to the countries designated in Article 294 of the French General Tax Code, the price will be calculated exclusive of tax automatically on the invoice.

Indian buyers declare that they hold a valid import-export code (IEC code) issued by the DGFT (Director General of Foreign Trade) in accordance with the Indian import policy.

Customs duties or other local taxes or import duties or state taxes may be payable. They will be charged to and are the sole responsibility of the Buyer.

ARTICLE 4 Orders

4-1 - Placing an Order

It is the Buyer's responsibility to select the Products he/she wishes to order on the Site, according to the Order taking process set up on the Site.

The registration of an Order on the Web Site is completed when the Buyer accepts these GTC by ticking the box provided for this purpose and validates his/her Order. This validation implies acceptance of the entirety of these GTC and constitutes proof of the sales contract.

The Buyer acknowledges that placing an Order implies an obligation to pay on his/her part. The Buyer agrees to the prices, volumes, characteristics, quantities and delivery times of the Products ordered.

The acceptance of the Order shall be confirmed by sending an e-mail to the Buyer specifying the exact amount invoiced, excluding VAT and including VAT, depending on the country concerned, as well as the delivery terms of the Order.

This acknowledgement of receipt shall constitute acceptance of the Order and shall validate the transaction, subject to modification of the Order in accordance with the terms and conditions set out in Article 4.2 below.

The data recorded in TORSKAL's computer system shall constitute proof of all transactions concluded with the Buyer.

In the case of a Distributor, orders may be placed in writing (e-mail) by means of an order form duly signed by the Buyer. Orders shall only be valid once the Seller has expressly accepted the Buyer's order in writing and has ascertained the availability of the Products requested by signing the Purchase Order. The Seller shall only be bound by an Order when it is in possession of a Purchase Order accepted by the Buyer and countersigned by the Seller, without overwriting or erasure, and signed on the front of the Purchase Order, accepting these General Conditions. The benefit of the Order is personal to the Buyer, and may not be transferred without the Seller's consent.

4.2.- Modification of the order

Once confirmed and accepted by the Seller, under the conditions described above, the Order cannot be modified, except with the express agreement of TORSKAL.

4-3.- Cancellation of the order

Once confirmed and accepted by TORSKAL, under the conditions described above, the Order is not cancellable, unless expressly agreed by TORSKAL.

4-4 - Proof of the Order

The Buyer agrees that the exchanges between the parties shall be made by electronic mail. The conservation on TORSKAL's computer systems of the Order, of the confirmation of the acceptance of the Order and of any exchange between the Parties shall be considered as proof of the sales contract.

The computerized records kept in the computer systems of TORSKAL and its partners shall be considered as proof of communication, orders and payments between the Parties.

ARTICLE 5 - Product prices - Delivery costs - Taxes

5.1 - Prices

The Products are supplied at the prices freely fixed by TORSKAL on the day the Order is placed, and, where applicable, in the specific commercial proposal sent to the Buyer.

The prices are indicated on the Product pages of TORSKAL's Site?

Prices are indicated in euros, exclusive of tax and VAT, in force on the day the Order is placed, depending on the place of delivery of the Products. By default, the prices are indicated in euros, exclusive of tax and VAT in force on the day the Order is placed, depending on the place of delivery of the Products. But the Buyer has the option of changing the currency to US Dollar $, for which the TORSKAL's Site uses the WordPress plugin 'WooCurrency' which uses the 'CryptoCompare' (www.cryptocompare.com) as the currency aggregator. TORSKAL is not responsible for the exchange rate shown by the CryptoCompare currency aggregator on that particular day.

5.2 - Delivery costs and taxes

Prices are net and exclusive of VAT, ex works and packaging not included. They do not include transport, customs duties and insurance, which may be payable by the Buyer and which will be specified at the time of the final validation of the Order.

The amount of the delivery costs for each Product is added at the time of the validation of the Order by the Buyer.

The price indicated by TORSKAL does not include the amount of customs duties that may be required by the country of delivery.

An invoice is issued by TORSKAL and given to the Buyer upon completion of the online Order.

Special pricing conditions may be applied according to the specificities requested by the Buyer, in particular concerning delivery terms and deadlines, or payment terms and conditions. TORSKAL will then send a special commercial offer to the Buyer.

ARTICLE 6 - Terms of payment

6.1 - Terms of payment

The Buyer warrants to TORSKAL that he/she has the necessary authorizations to use the payment method he/she has chosen, when registering the Order.

Unless the server is unavailable, the price of the Order is payable in full by the Buyer after final validation of the Order on the Website, by secure payment, according to the following methods
- by credit card: Visa, MasterCard, American Express.

Payment by bank card is irrevocable, except in the event of fraudulent use of the card. In this case, the Buyer may request the cancellation of the payment and the return of the corresponding amounts.

The data relating to the bank cards communicated during the orders are used only for the purposes of carrying out the transaction.

Payments made by the Buyer shall only be considered as final once TORSKAL has effectively collected the sums due.

6.2- Derogatory payment conditions

The Parties may nevertheless agree to set different payment terms.

In this case, the payment terms may not exceed thirty (30) days from receipt of the Order, in accordance with article L.441-10 of the French Commercial Code.

It is reminded that, pursuant to Article L.441-10 of the French Commercial Code, any delay in payment shall result in the payment of late payment penalties, corresponding to the ECB's semi-annual key rate in force on 1 January or 1 July, plus 10 points.

In addition to this penalty, the Buyer shall be liable, in the event of late payment, for a fixed indemnity of 40 euros for collection costs, in accordance with Article L.441-6 of the Commercial Code.

This indemnity is due by operation of law, without the need for a reminder.

ARTICLE 7 - Discounts and rebates

The Buyer shall be entitled to the discounts and rebates set out in TORSKAL's price list, depending on the quantities purchased or delivered by TORSKAL at one time and one place, or on the regularity of its orders.

ARTICLE 8 - Delivery

8.1 - Time limits

Delivery means the transfer to the Buyer of physical possession or control of the Product.

Except in special cases or when one or more Products are unavailable, the Products ordered will be delivered in one go.

The delivery shall give rise to the signing of a delivery note (hereinafter "Delivery Note"), attesting to the effective delivery of the Products.

The Products purchased by the Buyer shall be delivered within a maximum period of thirty (30) days from the receipt of the Buyer's order by TORSKAL.

Nevertheless, in case of delay exceeding sixty (60) days, the Buyer may request the cancellation of the sale and the purchase price paid shall be refunded by TORSKAL.

TORSKAL shall not be liable for any delay or suspension of the delivery attributable to the Buyer or in case of force majeure.

It is expressly agreed that in the event that TORSKAL is unable to deliver a Product under the conditions set forth herein due to a default by one of its Suppliers (late delivery, non-conformity of the Order in particular), the Buyer shall be informed by TORSKAL as soon as possible and by any means. In this case, the Buyer shall be reimbursed within fourteen (14) days from the notification by TORSKAL to the latter.

TORSKAL's liability is always limited to the amount of the Product ordered by the Buyer.

TORSKAL shall not be liable for any loss resulting from any delay in delivery.

8.2 - Conformity

The Products benefit from a contractual guarantee, under the conditions set out in Article 10 of these Conditions.

ARTICLE 9 - Transfer of ownership - Transfer of risks

9.1 - Transfer of ownership

The transfer of ownership of the Products to the Buyer shall take place upon payment of the price by the Buyer, regardless of the date of delivery by TORSKAL.

9.2 - Transfer of risks

The transfer to the Buyer of the risks of loss and deterioration of the Products shall be effected upon delivery and receipt of the Products, independently of the transfer of ownership, regardless of the date of the Order and the payment thereof.

The Buyer acknowledges that it is the carrier's responsibility to make the delivery, the Seller being deemed to have fulfilled its delivery obligation once it has handed over the Products ordered to the carrier, who has accepted them without reservations. The Buyer therefore has no recourse against the Seller in the event of failure to deliver the Products ordered or of damage occurring during transport or unloading.

ARTICLE 10 - Product conformity guarantees

The products delivered by the Supplier benefit from a contractual warranty for a period of fourteen (14) days from the date of delivery, covering exclusively the non-conformity of the products with the order.

Due to the Buyer's professional status, this warranty does not cover hidden defects in the Products delivered by TORSKAL.

The Buyer is required to check the apparent condition of the Products upon delivery. If the Buyer does not expressly state any reservations at the time of delivery, the Products delivered by TORKSAL shall be deemed to comply with the Order in terms of quantity and quality.

The Buyer shall have a period of fourteen (14) days from the delivery and receipt of the Products ordered to express such reservations in writing to TORSKAL.

The Buyer shall send the defective Products within eight (8) days from the notification.

No claim shall be validly accepted if the Buyer does not comply with these formalities.

TORSKAL shall proceed to reimburse or replace the delivered Products whose lack of conformity has been duly proven by the Buyer, as soon as possible and at its own expense, within a period not exceeding thirty (30) days.

Finally, the warranty shall not apply if the Products have been subjected to abnormal use, or have been used in conditions different from those for which they were manufactured, in particular in the event of failure to comply with the conditions prescribed in the instructions for use.

It does not apply either in the case of deterioration or accident resulting from impact, fall, negligence, lack of supervision or maintenance, or in the case of transformation of the Product.

ARTICLE 11 - Intellectual Property

TORSKAL retains all industrial and intellectual property rights relating to the Products, photos and documentation which may not be communicated or executed without its written authorization.

Any total or partial reproduction, modification, distribution or use of these trademarks, illustrations, images and logos, for any reason and on any medium whatsoever, without the express prior consent of TORSKAL, is strictly forbidden and shall expose the offenders to legal proceedings. The same applies to any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo.

ARTICLE 12 - Personal data

The personal data collected from the Buyers are subject to computer processing by TORSKAL. They are recorded in its Customer file and are essential for the processing of the order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. It will be kept for as long as necessary for the execution of orders and any applicable guarantees.

TORSKAL is responsible for data processing. Access to personal data will be strictly limited to employees of the data controller who are authorized to process them by virtue of their duties. The information collected may be communicated to third parties contractually bound to the company for the execution of subcontracted tasks, without the Buyer's consent being required.

In the context of the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, TORSKAL shall not sell, rent, transfer or give access to third parties to the data without the prior consent of the Buyer, unless compelled to do so for a legitimate reason.

In accordance with the applicable regulations, the Buyer has a right of access, rectification, deletion and portability of the data concerning him/her, as well as the right to oppose the processing for a legitimate reason, rights that he/she may exercise by contacting the data controller at the following postal or email address: contact@torskal.com

In the event of a complaint, the Buyer may address a complaint to the TORSKAL personal data protection officer of the Commission Nationale de l'Informatique et des Libertés.

ARTICLE 13 - Unforeseeability - Contingency

13.1 - Cases of unforeseen circumstances - Cases of unforeseeability

In the event of a change of unforeseeable circumstances at the time of the conclusion of the contract, in accordance with the provisions of Article 1195 of the Civil Code, the Party who has

not agreed to assume the risk of excessively onerous performance may request a renegotiation of the contract from its co-contractor.

The Parties intend, within the framework of the provisions of Article 1195 of the Civil Code relating to unforeseeability, to limit the cases of unforeseeability to events or circumstances leading to a variation of more than seventy (70) % in relation to the initial price of the transaction.

These circumstances include, but are not limited to, the following cases

- Pandemic and restrictive health regulations, in particular relating to COVID-19;
- Changes in economic circumstances.

13.2 - Renegotiation

The Party wishing to renegotiate the clauses of the contract shall inform the other Party by registered letter with acknowledgement of receipt within seven (7) days, as soon as it becomes aware of the event.

This renegotiation suspends the limitation periods, as well as the obligations of the Parties to the sale of Products affected by the unforeseen event.

13.3 - Lapse

If the Parties fail to reach an agreement on the negotiation of the clauses within a period of two (2) months, the contract will be declared null and void in its entirety, with the exception of all clauses imposing an obligation on one of the Parties within a period exceeding the contract, such as a non-competition or confidentiality clause.

ARTICLE 14 - Force majeure

The Parties shall not be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, is due to a case of force majeure, as defined in Article 1218 of the Civil Code, and in particular in the event of epidemic, war, natural disaster, riots, armed conflict, but also of any legislative or regulatory constraints and consequences related to these events.

The Party noting the event must immediately inform the other Party of its inability to perform its service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

As soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible.

If the impediment is definitive or exceeds a period of sixty (60) days, the present contract shall be purely and simply terminated after sending a formal notice by registered letter with acknowledgement of receipt or any other durable medium.

Consequently, the Order shall be deemed to be cancelled in accordance with the provisions of Article 4 "Orders".

ARTICLE 15 - Exception of non-performance

It is recalled that in application of article 1219 of the Civil Code, each Party may refuse to perform its obligation, even though it is due, if the other Party does not perform its own and if this non-performance is sufficiently serious, i.e. likely to jeopardize the continuation of the contract or to fundamentally upset its economic balance.

The creditor Party may make use of this option, after a formal notice to perform has remained unsuccessful for a period of seven (7) days.

This exception of non-performance may also be used as a preventive measure, in accordance with the provisions of Article 1220 of the Civil Code, if it is clear that one of the Parties will not perform its obligations on the due date and that the consequences of this non-performance are sufficiently serious for the Party that has suffered the default.

ARTICLE 16 - Termination of the contract

In the event of sufficiently serious non-performance of any of the obligations incumbent on the other Party, within the meaning of Article 1224 of the Civil Code, the Party that is the victim of the default of its co-contractor may notify the defaulting Party by registered letter with acknowledgement of receipt of the wrongful termination of the present contract, seven (7) days after sending a formal notice to perform that has remained unfruitful.

The aggrieved Party also reserves the right to request the judicial resolution of the present Agreement.

ARTICLE 17 - Liability

17. 17.1 Exemption from liability

TORSKAL shall not be liable in the event of non-performance or poor performance concerning the delivery of the Products or services ordered, due either to the Buyer's fault, or to the insurmountable and unforeseeable act of a third party, or to force majeure, a pandemic or an epidemic giving rise to legislative or regulatory measures restricting the activity of TORSKAL, its suppliers or its personnel.

17. 2. Penalty clause

In all cases of non-performance of its obligations by the Buyer, any advance payments made at the time of the Order shall be retained by TORSKAL as compensation.

ARTICLE 18 - Applicable Law - Language

These GTC, as well as any document or appendix related to them, and the operations resulting from them are governed by French law.

The GTC are written in French.

In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 19 - Partial nullity

If one or more of the stipulations herein are held to be invalid or declared as such in application of a law, a regulation or a final decision of a competent court, the other stipulations shall retain all their force and scope.

ARTICLE 20 - Jurisdiction clause

All disputes arising from the interpretation, execution and resolution of the present contract and any agreement resulting from it shall be submitted to the Commercial Court of Saint-Denis de la Réunion.