



333 W Ostend St.
Suite 300
Baltimore MD 21230
United States

PRO FORMA INVOICE

#SO23988

12/9/2020

Bill To

Chamos - In Aid of the Children of
Venezuela
19 Evelyn Gardens
London 1123410
United Kingdom

Ship To

Byron D'Sola
c/o Andreina Palma, Chamos - In Aid of the
Children of Venezuela
8239 NW 68 ST
Miami FL 33166
United States

TOTAL

\$4,126.90

:

Payment Terms	PO#	Sales Rep	Shipping Method	Inco Term	Destination
Prepay					United Kingdom

Quantity	Item	Rate	Amount
17	LSC024 LifeStraw Community with Autofill Kit	\$199.80	\$3,396.60
3	LSM017012 LifeStraw Mission 12L	\$53.44	\$160.32
1	Shipping - Truck	\$569.98	\$569.98

TOTAL QTY:**Subtotal**

\$4,126.90

#of PCG/CTN:

Country Of Origin:USA Fulfillment 2019

Tax Total (%)

\$0.00

Total

\$4,126.90

All prices and payment are subject to the General Conditions of Sales and Delivery

Wire / ACH

Beneficiary Name : Vestergaard Frandsen Inc.
Beneficiary Bank: Bank of America, 100 Federal St.,
Boston, MA 02110
Beneficiary Account Number: 009420416513
Beneficiary Routing Number: 011000138
SWIFT CODE: BOFAUS3N

If sending check, make checks payable to: Vestergaard
Frandsen Inc.

Mail to:

Vestergaard Frandsen Inc.,
333 W.Ostend Street, Suite. 300, Baltimore, MD 21230



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VESTERGAARD GENERAL CONDITIONS OF SALE AND DELIVERY

1. Definitions

1.1 "Vestergaard" means Vestergaard Frandsen Inc., 1920 L St, NW, Suite 875, Washington, DC 20036.

1.2 "Purchaser" means any legal entity or person that buys products from Vestergaard.

1.3 "Products" means the goods to be supplied by Vestergaard to the Purchaser.

1.4 "Goods Ready Date" means the date the Products shall be available for inspection, stuffing and/or shipment.

1.5 "Event of Force Majeure" means any event or circumstance, which is beyond the reasonable control of Vestergaard, including, without limitation, war, epidemics, riots, strikes, lockouts, lack of raw material or energy, embargos, interruptions in traffic or late or deficient delivery by its suppliers.

2. Scope

2.1 These General Conditions of Sale and Delivery (the "**General Conditions**") shall apply exclusively to all sales and deliveries of Products by Vestergaard to the Purchaser.

3. Quotes and Order Confirmation

3.1 Any offer ("**Quote**") shall be made by Vestergaard, in writing, and is binding on the Purchaser subject to acceptance by the Purchaser only by way of either: (i) signing the Quote, (ii) sending an email confirmation or (iii) a purchase order, consistent with the Quote, and subject to Clause 3.2 below. A Quote is valid only for the Purchaser to which such Quote is addressed and only for thirty (30) days from the date of the Quote.

3.2 Upon the Purchaser's acceptance of the Quote, Vestergaard will confirm the final order with a written confirmation resulting in a binding order (the "**Order**").

4. Prices and Terms of Payment

4.1 Prices quoted by Vestergaard are FOB (Incoterms 2010) and exclusive of incidental expenses including, without limitation, transportation and insurance costs, taxes (including value added tax), or customs duties, which shall be borne exclusively by the Purchaser.

4.2 The Purchaser shall pay Vestergaard for the Products in advance of delivery and in accordance with the Order.

4.3 Payment due dates are fixed deadlines. In the event of late payment, Vestergaard shall be entitled to charge a default interest at a rate of 2% per month. The default interest shall be computed from the payment due date.

5. Delivery

5.1 The Goods Ready Date is set forth in the Order. However, in case of a delay (except where such delay is caused by an Event of Force Majeure) of more than twenty (20) working days after the Goods Ready Date, the Purchaser may rescind the Order and claim reimbursement of the purchase price paid for the Products. This shall be the Purchaser's sole and exclusive remedy on account of a delay under this Clause 5.1.

5.2 Delivery dates are not fixed deadlines. A delay in delivery does not entitle the Purchaser to any claim for either payment of damages or penalties or any right to rescind the Order.

6. Risk Assumption

6.1 Deliveries shall be made FOB (Incoterms 2010) and deemed complete when the Products pass the ship's rail and are on board of the vessel at the named port of shipment. The Purchaser shall bear all costs and risks of loss of or damage to the Products from that moment onwards.

7. Inspection Obligation, Defects and Limitation of Liability

7.1 The Products shall be of satisfactory quality and comply with the specifications (if any) set forth on the Product itself or its packaging.

7.2 Subject to the provisions of Clause 7.3 and Clause 7.4 below, Vestergaard shall remedy any defect or non-conformity of the Products resulting from faulty design, materials or workmanship within a period of two (2) years from delivery (the "**Warranty Period**").

7.3 Warranty claims are subject to the following conditions:

7.3.1 The Purchaser immediately inspects the Products upon delivery.

7.3.2 The Purchaser sends to Vestergaard, within the Warranty Period, a written notice about apparent defects with a detailed description of defects together with all supporting evidence within five (5) days of delivery. Hidden defects (defects that are not apparent and cannot be noticed by a simple examination and only become apparent at a later stage) shall be notified to Vestergaard, in writing, within five (5) days of discovery, together with a detailed description of the defects and with all supporting evidence.

7.4 Subject to Vestergaard's receipt of a timely notice as per Clause 7.2 and Clause 7.3, Vestergaard shall, at its sole discretion, either (i) replace the defective Products or (ii) refund the purchase price thereof (and any transportation fees, customs, duties taxes etc. paid by the Purchaser for such Products). These shall be the Purchaser's sole and exclusive remedies on account of defective Products. Any liability of Vestergaard for indirect or consequential damages arising from defective Products is hereby excluded.

8. Exclusion of Vestergaard's Liability in Case of Force Majeure

8.1 In no event shall Vestergaard be responsible or liable for any failure or delay in the performance of the Order arising out or caused by an Event of Force Majeure. If an Event of Force Majeure lasts more than one hundred and twenty (120) after the Goods Ready Date, Vestergaard shall be entitled to rescind the Order and refund the purchase price paid for the Products to the Purchaser. This shall be Purchaser's sole and exclusive remedy in case of an Event of Force Majeure.

9. Reservation of Title

9.1 Title to the Products shall pass from Vestergaard to the Purchaser only when payment of the total purchase price for the Products in accordance with the Order has been paid in full. The Purchaser hereby expressly authorizes Vestergaard- and shall assist Vestergaard in every reasonable way - to register any reservation of title of the Products with any competent authority in any country.

10. Applicable Law and Jurisdiction

10.1 These General Conditions shall be subject to and governed by the laws of Switzerland (ignoring principles of conflict of laws and international treaties such as the Vienna Convention on the International Sale of Goods dated April 11, 1980).

10.2 Any dispute, controversy or claim arising out of or in relation to these General Conditions including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be in Lausanne, Switzerland. The arbitral proceedings shall be conducted in English.



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