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## BIOLOGIQUE RECHERCHE

## PURCHASE AGREEMENT AND CONDITIONS OF SALE FOR THE REMODELING FACE MACHINE

This Purchase Agreement (the "Agreement") is entered into this 21<sup>th</sup> day of February 2019, by and between the hereinafter "Buyer"), and R Hand, LLC, a New York limited liability company (hereinafter BR USA).

## RECITALS:

**WHEREAS**, BR USA is in the business of, among other things, selling the Remodeling Face Machine (the "Machine") and related products (the "Associated Products"); and

WHEREAS, Buyer desires to purchase such Machine

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement as follows:

## 1. Price and Terms

1.1. The price of machine is \$16,500.00 plus taxes. Shipping costs and a reasonable handling fee will be added to this amount, if applicable. All amounts payable pursuant to this Agreement are denominated in United States dollars and Buyer shall pay all such amounts in lawful money of the United States.

Serial Number: 18.51.15

- 1.2. Payment of the Purchase Price shall be made by the Buyer to BR USA before Remodeling Face Machine is shipped.
- 1.3. Title to the Machine shall remain with BR USA until the full Purchase Price is received. However, all risk of loss as to the Machine shall be transferred to and assumed by the Buyer upon its delivery.
- 1.4 At BR USA's election, upon Buyer's failure to pay when due any amount required to be paid to BR USA hereunder: (a) the entire amount of any indebtedness and obligation due BR USA under this Agreement and interest thereon shall become immediately due and payable without notice, demand or period of grace; (b) Buyer shall put BR USA in possession of the Machine upon demand; (c) BR USA may enter any premises where the Machine is located and take possession of the Machine without notice or demand and without legal proceedings; (d) at the request of BR USA, Buyer shall make the Machine available to BR USA at a place designated by BR USA which is reasonable and convenient to all parties; (e) BR USA may sell or otherwise dispose of the Machine and apply the proceeds thereof against any indebtedness or obligation of Buyer under this

BR USA, LLC 261 Fifth Avenue New York, NY 10016

