



GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability. These terms and conditions of sale (these "**Terms**") are the only terms that govern the sale of all products and services ("**Goods**") offered by the Nature Depot Inc. ("**Seller**") to any of the customers buying Seller's Goods ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying purchase order issued to and accepted by Seller and related invoice (the "**Sales Confirmation**" and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
2. Delivery.
 - 2.1. The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Shipping and delivery dates are approximate and are provided by Seller in good faith, but are not guaranteed and Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall make the Goods available for collection at Seller's warehouse or storing site (the "**Delivery Point**") using Seller's standard methods for packaging such Goods. Buyer shall, at its own costs and expenses, arrange and manage the transportation, loading, insurance, and collection of the Goods from the Delivery Point within three days of Seller's written notice that the Goods have been ready for collection, Seller may help Buyer to coordinate such logistics and all costs associated with such logistics shall be clearly itemized on the invoice issued by Seller, and shall be paid by Buyer. Buyer shall pay for all storage and other costs related to Buyer's failure to take delivery pursuant hereto.
 - 2.2. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
 - 2.3. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).
 - 2.4. The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within three days of the date when the Goods would in the



ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. Shipping Terms. Delivery shall be made according to Section 2.1.
4. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Uniform Commercial Code.
5. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
6. Inspection and Rejection of Nonconforming Goods.
 - 6.1. Buyer shall inspect the Goods within three days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
 - 6.2. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at Delivery Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
 - 6.3. Buyer acknowledges and agrees that the remedies set forth in Section 6.2 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6.2, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
7. Price. Buyer shall purchase the Goods from Seller at the prices (the "**Prices**") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. All Prices are exclusive of all sales, use, and



excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

8. Payment Terms and Credit Assessment.

- 8.1. Buyer shall, without set-off or deduction, make all payments hereunder by wire transfer, checks or credit cards in US dollars.
- 8.2. Buyer shall pay all invoiced amounts due to Seller before Buyer takes delivery of Goods. However, if otherwise agreed by the Seller in a separate agreement for the sale-on-credit mode, subject to the credit limit determined by Seller through Section 8.3, full payment shall be due within thirty (30) days after date of invoice. If Buyer fails to comply with any of the stated payment terms, Buyer shall pay interest on all late payments at the lesser of the rate of 0.05% per day or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller, without limitation, may: (i) immediately terminate the Agreement and any other agreement between Buyer and Seller; (ii) suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for seven days following written notice thereof; (iii) reclaim delivered Goods; (iv) place Buyer on a payment-in-advance status; and/or (v) exercise rights of recoupment or setoff with respect to any sums due by Seller or its affiliates to Buyer or its affiliates. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.
- 8.3. Buyer shall promptly provide, and authorizes Seller to obtain, reasonable credit information/documentation upon Seller's request at any time, and Seller will reasonably determine the amount of credit limit for the credit sale with Buyer. Seller may suspend deliveries or impose payment-in-advance terms if Buyer's creditworthiness is unsatisfactory in Seller's sole opinion, or if Buyer fails to provide required information.

9. Limited Warranty.

- 9.1. Seller warrants to Buyer that for a period of sixty calendar days from the date of taking delivery of the Goods by Buyer ("**Warranty Period**"), that such Goods will materially conform to Seller's published specifications in effect as of the date of manufacture. Moreover, warranty policy of Goods will be further specified and updated from time to time on our website.
- 9.2. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9.1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND ANY THIRD PARTY PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. TO CLARIFY, THE THIRD PARTY



PRODUCTS SHALL MEAN PRODUCTS MANUFACTURED BY A THIRD PARTY THAT MAY CONSTITUTE, CONTAIN, BE CONTAINED IN, INCORPORATED INTO, ATTACHED TO, OR PACKAGED TOGETHER WITH THE GOODS.

- 9.3. The Seller shall not be liable for a breach of the warranty set forth in Section 9.1 unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within twenty days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. The Seller shall not be liable for a breach of the warranty set forth in Section 9.1 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- 9.4. Subject to Section 9.3 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. The remedies set forth in this Section 9.4 shall be the Buyer's sole and exclusive remedy and Seller's entire liability for any breach of the limited warranty set forth in Section 9.1.

10. Limitation of Liability.

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER OR \$100,000, WHICHEVER IS LESS.

11. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for seven days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.



12. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. MOREOVER, EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
13. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
14. Force Majeure. No party shall be liable to the other, or deemed in breach of this Agreement, for any failure or delay in performance (excluding Buyer's payment obligations) due to causes beyond its reasonable control ("Force Majeure Events"). Such events include, without limitation: acts of God; flood, fire, earthquake, explosion; war, invasion, hostilities (declared or not), terrorism, riot, civil unrest; government orders or laws; embargoes or blockades effective after the Agreement date; national or regional emergencies; strikes or labor disruptions; telecommunications or power failures, storage or transport shortages, or delays in obtaining suitable materials; and other events beyond the affected party's ("Impacted Party") control. The Impacted Party must notify the other within ten days of the Force Majeure Event, stating its expected duration. It shall use diligent efforts to mitigate the impact and resume performance as soon as reasonably possible. If the failure or delay continues for thirty consecutive days after such notice, the other party may terminate this Agreement with ten days' written notice.
15. Miscellaneous. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Nothing herein, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
17. Governing Law and Dispute Resolution. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
18. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.