

SALES TERMS AND CONDITIONS TRADIN ORGANICS USA LLC

In accordance with the usage of trade, your assent to the terms and conditions of sale set forth below and on the sales contract referring to and incorporating these terms and conditions shall be conclusively assumed from your failure to reasonably object in writing and from your acceptance of all or any part of the products ordered. All proposals, negotiations and representations, if any, regarding this transaction made prior to the date of this acknowledgement are merged herein.

1. **DEFINITIONS** – The “Seller” means Tradin Organics USA LLC, a Delaware limited liability company, and includes its designated affiliates, successors and assigns. The “Buyer” means the person, firm, or other business entity indicated on the face of this order.
2. **PRICES; SUBSEQUENT COSTS, TAXES, TARIFFS** – All prices, whether herein named or heretofore quoted or proposed, shall be as stated in the purchase order accepted by Seller. If transportation charges from point of origin of the shipment to the designated delivery point are included in the prices herein named or heretofore quoted, then
 - (a) Any changes in such transportation charges and any subsequently imposed import or export tariffs or taxes shall be charged to the Buyer, and
 - (b) Except as otherwise stated in the Seller’s quotation, the Seller shall not be responsible for switching, handling storage, demurrage or any other transportation or accessorial service, nor for any charges included therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated delivery point.
3. **DELIVERY; DELAY; FORCE MAJEURE** – Delivery of goods to common carrier or licensed trucker shall constitute delivery to the Buyer, and all risk of loss or damage in transit shall be borne by the Buyer. The Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Buyer of its obligation to accept remaining deliveries. The order may not be cancelled by the Buyer for delays in delivery or other cause until five days after written notice of such intention shall have been actually received by the Seller, and the Buyer shall be obligated to accept any goods shipped or delivered by Seller during such period. The Seller shall be excused for any nonperformance or delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, null conditions, strikes, differences with workmen, delays in transportation, shortage of vehicles, fuel, labor, crop shortages, or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business.
4. **INSPECTION** – The Buyer may inspect at the place of manufacture. Such inspection shall be so conducted, as not to interfere unreasonably with the manufacturer’s operations, and consequent approval or rejection shall be made before shipment of the products. Notwithstanding the foregoing, if, upon receipt of such products by the Buyer, the products shall appear not to conform to the contract between the Buyer and the Seller, the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the products. No product shall be returned without the Seller’s consent.
5. **EXCLUSION OF WARRANTIES LIMITATION OF LIABILITY; EXCLUSIVE REMEDIES:** The sole warranty made by the Seller with respect to the products sold is that each such product will meet the specifications supplied or agreed to by the Buyer and is produced and packaged according to the Seller’s customary processes and procedures. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THIS DOCUMENT.** If the Product fails to conform to this contract or to any express warranty, the Seller shall replace such non-conforming products at the original point of the delivery and shall furnish instructions for its disposition. Any transportation charges involved in such disposition shall be for the Seller’s account. **THE BUYER’S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OR IN RESPECT OF THE FURNISHING OF PRODUCTS THAT DO NOT CONFORM TO THIS CONTRACT, OR TO ANY EXPRESS WARRANTY, SHALL BE TO EITHER SECURE**

REPLACEMENT PRODUCTS OR REQUEST A CREDIT FROM SELLER. The Seller shall not in any event be liable for the cost of any labor expended on any such products for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such products do not conform to this contract or to any express warranty. BUYER MAY NOT RECOVER FROM SELLER ANY AMOUNT FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, AMOUNTS EXPENDED IN USING THE PRODUCT, OR MARKETING THE PRODUCT. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ANY CLAIM, WHETHER THE LEGAL THEORY FORMING THE BASIS FOR SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Buyer agrees and acknowledges that limiting any potential recovery to the purchase price of the Product is reflected in the purchase price of the Product, and without this limitation the purchase price of the Product would be significantly higher. Buyer also agrees and acknowledges that if Seller refunds an amount at least equal to the price Customer or paid for the Product, this limitation of liability will not have failed of its essential purpose.

6. INDEMNIFICATION BY BUYER: IN THE EVENT THAT THE PRODUCTS ARE RESOLD BY THE BUYER OR ANY THIRD PARTY TO CONSUMERS OR THE GENERAL PUBLIC (“DIRECT RESALE PRODUCTS”) OR USED OR INCORPORATED IN OTHER GOODS (“TRADING INGREDIENT PRODUCTS”) THAT ARE SOLD BY THE BUYER OR ANY THIRD PARTY TO CONSUMERS OR THE GENERAL PUBLIC, BUYER SHALL INDEMNIFY ANY HARMLESS SELLER FOR ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES) OF ANY NATURE WHATSOEVER RELATED TO PACKAGING, LABELING, AND SALE OF DIRECT RESALE PRODUCTS AND THE MANUFACTURE, PACKAGING, LABELING, AND SALE OF TRADING INGREDIENT PRODUCTS.
7. PERMISSIVE VARIATIONS, STANDARDS AND TOLERANCES – Except in the particulars specified by the Buyer and expressly agreed to in writing by Seller, all products shall be produced in accordance with Seller’s standard processes and practices. All products, including that produced to meet an exact specification shall be subject to tolerances and variations consistent with usages of the trade and regular processing and production practices concerning: content, weight, flavor, consistency, texture and other properties, normal variation in constitution and quality, deviations and variations consistent with practical testing and inspection methods, and regular processing and production practices concerning over and under shipments.
8. RAW PRODUCT ACKNOWLEDGMENT – Unless otherwise expressly agreed to in writing, Seller will not conduct environmental or product pathogen testing on any raw products. Customer acknowledges and agrees that it is responsible to implement necessary actions, including an appropriate kill step, with respect to any raw products it purchases from Seller.
9. CREDIT APPROVAL – Shipments, deliveries and performance of work shall at all time be subject to the approval of the Seller’s Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department.
10. TERMS OF PAYMENT – Subject to the provisions of “CREDIT APPROVAL” above, terms of payment are as shown and shall be effective from date of invoice. Payments must be made in US dollars in accordance with the terms stated on the order confirmation and invoice. Past due invoices are subject to collection and carry a service charge of 1.5% per month, 18% per year or the maximum legally allowable rate, whichever is less. Buyer shall pay Seller its costs and expenses including attorney’s fees incurred in connection with the collection of Buyer’s past due account, including any proceedings in bankruptcy or on appeal. A cash discount shall not be allowed on any transportation charges included in delivered prices.
11. SPECIFIC PERFORMANCE – Seller has the right of specific performance, that is, the exact fulfillment of this contract in accordance with its terms.
12. NON-WAIVER BY SELLER – Waiver by the Seller of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

13. ENTIRE AGREEMENT; AMENDMENT – These terms and conditions, together with the sales contract referring to and incorporating these terms and conditions, constitute the full understanding of the agreement between Buyer and the Seller. The parties understand and acknowledge that these terms and conditions, together with the sales contract referring to and incorporating these terms and conditions, are the complete and exclusive statement of the terms of their agreement. No items, conditions, understandings, agreements, assignments, purchase orders, confirmations or acknowledgements purporting to modify or vary the terms of the sales contract or these terms and conditions shall be binding upon the parties unless the same shall be made in writing and signed by an authorized signatory of both parties.
14. GOVERNING LAW – This contract shall be governed by and shall be construed according to the laws of the State of California, excluding any principals or rules that direct the application of another jurisdiction's laws.