



## General Terms and Conditions of Sale

version 2.2, 2019-09-02

### **In this General Terms, the following words mean:**

“nature2need” means nature2need China; a company carrying on business under the laws of the People’s Republic of China (“PR China”): 浙江竹州新材料有限公司·浙江省江山市经济开发区莲华山工业园贺新路7号7号楼B1C1 (Nature2Need Co., Ltd., Lian Huashan Industrial Park B1C1 Building No 7, Economic Development Area, Jiangshan, Quzhou City, Zhejiang, PR China).

“the Buyer” means the person (or entity) who is the buyer of the Products to be sold, as described in nature2need’s written quotation (“Quotation”); and includes its assignee(s) or successors-in-title.

“the Products” means the natural materials, biomaterials, biopolymers, polymers, compounds, sheets, semi-finished parts and parts made thereof as well as services which Buyer buys and nature2need is to supply to the Buyer in accordance with these General Terms and Conditions of Sales and the Quotation.

“the Product Instruction” means the Process Guidelines, Technial Data Sheets (TDS), Product Data Sheets (PDS), Safety Data Sheets (SDS) and any additional advice given orally or in writing by nature2need employees, servants or agents.



## 1. Sale and Purchase

Subject to availability and upon the terms and conditions as set out herein, nature2need will sell and deliver the quantities of Product to the Buyer, and the Buyer agrees to purchase, pay for and take delivery of these quantities of the Product as set out herein. Individual sales will be based on the acceptance by the Buyer of a written Quotation by nature2need, within the stated validity period thereof.

## 2. Sales Contract

2.1 All sales by nature2need including delivery of individual consignments of the Product to Buyers will be governed by these General Terms and Conditions of Sale and the terms of the Quotation including any annexure (collectively referred to as "the Sales Contract"). In the event of any conflicting provisions between the Quotation, these General Terms and/or other applicable document or correspondence, the terms and conditions of the Quotation, and then these General Terms shall always prevail and take precedence and shall supersede any such conflicting terms and conditions.

2.2 No other conditions, warranties, guarantees, representations or verbal or written exchanges with the Buyer shall be of any force or effect. Without prejudice to the generality of the foregoing, nature2need will not be bound by any standard or printed terms presented by the Buyer; unless expressly incorporated in nature2need's Quotation.



### **3. Quality**

The quality of the Product shall be as published in the corresponding Technical Data Sheets (TDS), Product Data Sheets (PDS) and Material Data Sheets (SDS) (collectively referred to as "Specification") for the relevant Products, which is available on request and as may be attached to the Sales Contract provided that nature2need may at any time change or vary the specification and/or discontinue the production of such product with or without prior notice to the Buyer. Unless otherwise agreed, nature2need makes no representation as to the fitness of or use or application of the Product for any particular purpose.

### **4. Quantities**

4.1 While nature2need will make best endeavors to deliver the full quantities purchased by the Buyer, and in such consignments and intervals as indicated in the Quotations, such deliveries will be subject to availability and nature2need does not accept any liability towards the Buyer in the event that the actual deliveries differ from that set out in the Sales Contract.

4.2 Where delivery of the Product is to be made in bulk, nature2need reserves the right to deliver up to ten per cent (10%) more or 10% less than the quantity ordered with appropriate adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

### **5. Price and Currency**

5.1 The price shall be expressed in the contracted currency per kg or metric ton for the delivered Product.

5.2 Unless otherwise stated, the quoted prices will be for the quantity stated in the Quotation; and nature2need may adjust the price in the event the Buyer requires a small quantity.

5.3 Sample quantities and prices shall be granted only up to two times for every new project / customer.



## 6. Payment Terms

6.1 nature2need will invoice the Buyer for and in respect of each sale and individual consignment of Product delivered under the Sales Contract (Quotation).

6.2 The Price of each delivery, as invoiced by nature2need shall be payable by the Buyer to nature2need's Sellers nominated bank account; free of any bank charges, deductions or withholdings of whatever kind or nature ("Purchase Price").

6.3 Unless otherwise stated in a Quotation, payment of the Purchase Price by the Buyer shall be by Electronic Funds Transfer (EFT) payable before Product dispatch. Buyers shall establish EFT within the agreed time frame; failing means nature2need will not be obliged to deliver the Products or subsequent Products. Different payment terms may be agreed between Buyer and Seller and have to be stated in writing in nature2need's Quotation before Product dispatch.

6.5 Buyer shall be responsible for and pay all bank charges outside of the People's Republic of China.

6.6 In the event that a Buyer is in default in respect of any delivery and if the other consignments have been delivered but not paid for, any new delivery shall become due and payable immediately (EFT in full, within 7 days after confirmation / Purchase Order), notwithstanding any previous agreement or arrangement to the contrary.

6.7 Notwithstanding anything set out above, nature2need reserves the right to in its sole discretion vary the agreed payment terms and/or to cancels or changes any credit arrangement or terms granted to Buyers.



## 7. Delivery

7.1 The Delivery mode of Products shall be on the Incoterms delivery basis as set out in the Quotation, or if no place or specific basis of delivery has been specified, ex works, nature2need factory.

7.2 If any delivery time or period is stated, such will be approximate/estimate dates only. Unless otherwise stated in the particular Product Offer, time of delivery shall not be of the essence. Should nature2need be prevented to deliver the Product or part thereof on time, the time for delivery shall be extended with a reasonable period.

7.3 The Buyer shall not be entitled to refuse to accept delivery and/or return any consignment of the Product delivered by nature2need, unless under the terms and conditions hereof, or in the event of an express agreement in writing to the contrary by the parties.

## 8. Transfer of Title and Risk

8.1 The risk of loss of or damage to the purchased quantity of the Product shall pass to the Buyer as per the agreed terms/Incoterms.

8.2 However the ownership and title in and to the delivered Product shall not pass to the Buyer until nature2need's invoice in respect of the full purchase price of such delivery has been paid in full.

8.3 Until such time as ownership in the Product have passed to the Buyer:

(i) the Buyer shall at all times and at its own cost and expense keep the Products separate and preserve and protect the Product and defend nature2need's right as owners of the Products; and

(ii) the Buyer shall forthwith notify nature2need in writing in the event of any occurrence that may affect nature2need's interests or threaten its rights in the Product; and

(iii) nature2need shall, without prejudice to any of its other remedies hereunder or in law, be entitled to enter upon any premises where the Buyer has stored the Products and repossess them and/or, in its absolute discretion take such legal action as it seen fit.



## 9. Warranty

9.1 nature2need warrants that it has good and valid title to the Product sold and delivered and warrants Products shall at the time of delivery conform to the relevant Specification referred to in Article 3 above.

9.2 Without prejudice to the provisions of Article 10 below, if a Buyer shows evidence that at the time of receipt the Product did not comply with the Specification, nature2need shall at its option either: (a) replace that affected consignment of the Product with an equal quantity of the Product within a reasonable time of receiving the Buyer's notice; or (b) refund to or credit the Buyer a portion of the purchase price for the Product which are shown to be defective. The defective product shall then be returned to nature2need.

9.3 Impurities of or in the Product such as very small stones, very small metal pieces, single residues of natural fiber or organic fill, color deviations, slight deviations in properties, et. al. are non avoidable circumstances with nature2 need compounds, especially for those that are blended with or contain natural substances and that have been processed mechanically. These are no defects or non-conformities.

9.4 nature2need shall be under no liability in respect of any defect or non-conformities of the Product arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Products, or any other act or omission on the part of the Buyer, its employees, its converter or agents or any third party.

9.5 The warranty, obligations and liabilities of nature2need and the rights and remedies of the Buyer set forth in the Sales Contract are exclusive and are in lieu of any other warranties, obligations, or liabilities, and, except as is expressly stated above, nature2need makes no further warranties. Any other warranties of merchantability, fitness or suitability of the Product for any particular purpose, whether expressed or implied by any statutory provision or the common law, is hereby excluded to the fullest extent permitted by law.



## **10. Inspection and Acceptance**

10.1 The Buyer shall be entitled to inspect each and every consignment of the Product upon delivery, and the Buyer shall forthwith give nature2need notice in writing of any suspected shortage, damage and/or non-conformity to the Specification; which notice shall detail the basis of the claim and must be accompanied by acceptable evidence supporting such allegations.

10.2 Should the Buyer fail to give such a notice within a period of seven (7) working days from date of receipt of the Products as evidence by the delivery documents, the delivered Product shall be regarded as accepted in good order and shall conclusively be deemed to be in all respects conforming to the contractual quantity and quality and to be free from any defect.

## **11. Liabilities and Indemnity**

11.1 The Buyer bears the full responsibility for making its own determination e.g. by performing tests and analysis as to the suitability and safety of the Product for its own particular manufacturing process, use or application. The Buyer shall also solely bear the responsible for the storage, application and/or use of the Product, at its sole risk, and in no event shall nature2need be liable for any occurrence flowing from the storage, manufacturing, application or use of the Product; nor for any direct, indirect, incidental, special or consequential damages in any way resulting there from, whether Buyer's claim is in contract, tort, or otherwise.

11.2 The Buyer shall be responsible to ensure that, notwithstanding any Product Instructions given, the Product shall be stored, handled, processed, shipped and used or sold strictly in compliance with any applicable safety, environmental or other statutory regulations at his location.



11.3 Save and except where any death or personal injury was caused by the gross negligence or wilful misconduct of nature2need employees, servants or agents, nature2need shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, for any loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims whatsoever (whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Buyer.

11.4 Subject to the above, nature2need's maximum liability pursuant to any sale shall at all times and under any circumstances be limited to the purchase price of the Products concern, and the Buyer hereby waives and releases nature2need from and against any direct or indirect or consequential losses whatsoever; whether due to delays in the delivery, the non-conformity of the Product or otherwise.

## **12. Default**

12.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to nature2need, nature2need shall be entitled to:

(a) cancel the Contract or part thereof or suspend any further deliveries to the Buyer;  
and/or

(b) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);  
and/or

(c) charge the Buyer a commission (both before and after any judgement) on the amount unpaid, at the rate equivalent to 6%-point above the key interest rate of the National Bank of China (at the point of time when the payment is due), until payment in full is made.





12.2 It shall be deemed that the Buyer is in default, and these above remedies shall also apply if:

(a) The Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

or

(b) The Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

or

(c) An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;

or

(d) The Buyer ceases, or threatens to cease, to carry on business;

or

(e) nature2need reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

### 13. Force Majeure

nature2need shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the nature2need's obligations in relation to the Products, if the delay or failure was due to any cause beyond the nature2need's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the nature2need's reasonable control:

(a) explosion, flood, tempest, fire or accident, break-down of plant or machinery, interruption of the supply of feedstock, raw material, or transportation;

(b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;

(c) pandemic with local or global lock-downs;

(d) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

(e) import or export regulations or embargoes; and/or



(e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of nature2need or of a third party).

## **14. Applicable Law and Jurisdiction**

The Sales Contract shall be governed by the laws of the People's Republic of China to the conflicts of law and the appropriate courts of the People's Republic of China shall enjoy non-exclusive jurisdiction in respect to any disputes hereunder.

## **15. Confidentiality and Intellectual Property Rights**

15.1 The Buyer will treat and keep as confidential the terms under which the Products are supplied and all information relating to the business and/or products of nature2need except for information which is in the public domain other than by reason of the Buyer's default. The Buyer will not use or authorise any other person to use any of nature2need's Intellectual Property Rights including its trade-name, trademark in the Product, house mark, emblem or symbol without nature2need's written consent.

15.2 The Buyer will not undertake chemical or other analysis or permit or ask third parties to undertake chemical or other analysis of any Product sold or provided to determine details of the composition thereof. In breach of this term, a penalty of 50.000 USD applies, payable 30 days after evidence was presented.

## **16. General**

16.1 Any notice given by either party to the other hereunder shall be in writing and send to the parties addresses as set out in the Sales Contract.

16.2 The Sales Contract will constitute the complete agreement between the parties and nature2need shall not be responsible or held liable for any verbal or written representations.



16.3 No variation to these General Terms and/or the Sales Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and nature2need with specific reference to these terms and conditions.

16.4 The delay or failure by nature2need to exercise or pursue any of its rights and remedies hereunder shall not be deemed a waiver of any such right.

16.5 If any of these conditions are held by a competent authority to be invalid or unenforceable the validity of the other provisions of these conditions shall not be affected.