



General Terms and Conditions for the Sale of Goods and Services

1. Applicability.

(a) These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") and/or services ("**Services**") by Nature Technology Corporation ("**NTC**") to the buyer named on the reverse side of these Terms ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation or 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 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. To the extent the law provides that Buyer's terms and conditions control the sale of Goods or Services under this Agreement, NTC hereby does not agree to any Buyer term or condition consistent with the following:

(i) the Goods or any material provided by NTC resulting from Services can be used directly in humans, indirectly to make a product for use in humans, or for any commercial purpose whatsoever, including therapeutic or diagnostic;

(ii) the Goods or any material provided by NTC resulting from Services can be used for commercial purposes;

(iii) a warranty, representation or indemnity provision related to infringement (or noninfringement, as applicable) of third party intellectual property rights;

(iv) a license to any intellectual property right owned or controlled by NTC;

(v) a transfer or vesting of title in Buyer to any intellectual property right that may arise as a result of NTC making a Good or providing a Service that would otherwise vest with NTC under U.S. patent law or copyright law; and

(vi) that extends any liability to NTC beyond the invoice price of the Goods or Services giving rise to the liability.

(c) Notwithstanding anything to the contrary contained in this Agreement, NTC may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order or as otherwise agreed to in a writing signed by both NTC and Buyer. NTC shall not be liable for any delays, loss, or damage in transit.

(b) NTC shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

3. Non-Delivery.

(a) NTC shall not be liable for any non-delivery of Goods (even if caused by NTC's negligence) unless Buyer gives written notice to NTC of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received.

(b) Any liability of NTC 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.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Title and Risk of Loss. Title and risk of loss passes to Buyer upon shipment of the Goods to the Buyer.

5. Buyer's Acts or Omissions. If NTC's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, NTC shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection and Rejection of Nonconforming Goods.

(a) Buyer will be deemed to have accepted the Goods unless it notifies NTC in writing of any Nonconforming Goods within ten (10) days of receipt. **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.

(b) If Buyer timely notifies NTC of any Nonconforming Goods, NTC shall, at Buyer's request, (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.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a "as is" basis and Buyer has no right to return Goods purchased under this Agreement to NTC.

7. Price.

(a) Buyer shall purchase the Goods and Services from NTC at the price (the "**Price**") set forth in NTC's published price list in force as of Buyer's purchase order or the price provided in a quotation or estimate initially provided by NTC, the latter controlling if provided. However, any such quotation or estimate is subject to change if not acted on by the Buyer within ninety (90) days of the date of such estimate or quotation.

(b) Buyer agrees to reimburse NTC for all reasonable travel and out-of-pocket expenses incurred by NTC in connection with the performance of the Services.

(c) 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, NTC's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to NTC within thirty (30) days from the date of NTC's invoice. Buyer shall make all payments hereunder by wire transfer, check, or credit card (via PayPal) and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse NTC 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 NTC does not waive by the exercise of any rights hereunder), NTC shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with NTC, whether relating to NTC's breach, bankruptcy or otherwise.

9. Intellectual Property Rights.

(a) For purposes of this Agreement, the term "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how or similar intellectual property rights and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

(b) Goods and Services provided by NTC to Client may be subject to certain Intellectual Property Rights owned or controlled by NTC. NTC's patent rights can be found at www.natx.com/patents. It should be understood that the Goods and Services offered by NTC to Client are authorized only for Client's internal research purposes. NTC's provision of Goods and Services do not result in the transfer of any Intellectual Property Rights to Client.

10. Limited Warranty.

(a) NTC warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 9(A), NTC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) WARRANTY OF TITLE, (d) 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.

11. Limitation of Liability.

(a) IN NO EVENT SHALL NTC BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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 NTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL NTC'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 NTC FOR THE GOODS AND SERVICES SOLD
HEREUNDER.**

12. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. NTC may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

13. Waiver. No waiver by NTC of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by NTC. 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. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Confidential Information. All non-public, confidential or proprietary information of NTC, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by NTC 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 NTC in writing. Upon NTC's request, Buyer shall promptly return all documents and other materials received from NTC. NTC 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.

15. 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.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

17. Governing Law. 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 Nebraska without giving effect to any choice or conflict of law provision or rule.

18. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Nebraska, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. Severability. 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.

20. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.