

STANDARD TERMS AND CONDITIONS OF SALE AND DELIVERY FROM NATURE PLANET INC.

Nature Planet Inc., 225 Ottley Dr NE, STE 220, Atlanta, GA 30324

www.natureplanet.com



1. Application

1.1 All deliveries of products ("Products") from Nature Planet Inc., ("Nature Planet") to any purchaser ("Purchaser") shall be governed by these standard terms of sale and delivery (the "Terms") to the extent that they are not waived in writing by Nature Planet. Nature Planet's acceptance of Purchaser's order is expressly conditioned upon Purchaser's acceptance of these Terms and no addition to, or modification shall be binding on Nature Planet unless expressly agreed to in writing.

1.2 The international trade terms specified in "Incoterms 2020" shall apply between Nature Planet and the Purchaser.

2. Ordering

2.1 No final agreement concerning sale or delivery shall exist between Nature Planet and the Purchaser until Nature Planet has given its acceptance as an order confirmation or other explicit written confirmation.

2.2 If Nature Planet's order confirmation does not match the Purchaser's order, the Purchaser must notify Nature Planet immediately. Failure to do so means that the Purchaser shall be bound by the content of the order confirmation.

2.3 Quotations, pro forma invoices and other associated correspondence shall not be binding on Nature Planet.

2.4 No cancellation or alteration of orders is regarded as having been accepted until Nature Planet has confirmed such cancellation or alteration in writing. In case of cancellation or alteration the Purchaser shall reimburse Nature Planet for all reasonable costs incurred in connection with the cancellation or alteration of orders.

3. Terms of delivery

3.1 Unless otherwise agreed, all deliveries by Nature Planet shall be FCA Olive Branch, MS (Incoterms 2020), and the Purchaser shall bear all risks in case of loss, damage or delay during transport. In the absence of any agreement to the contrary, transport shall be performed using the means Nature Planet deems best without any liability for Nature Planet.

3.2 Nature Planet undertakes appropriate measures to deliver on time. If a delay occurs, Nature Planet shall be allowed to postpone the time of delivery for up to 30 days without the Purchaser being entitled to cancel the order. A late delivery shall not entitle the Purchaser to claim compensation.

4. Tax and duty

4.1 In addition to the purchase price, the Purchaser shall pay any and all tax, duty or tariffs which may be levied on the Products as well as any necessary expenses connected with the approval of the Products.

4.2 Tariff Surcharge - All orders shipped on or after May 1, 2025, will be subject to a temporary tariff surcharge of 18% which will be applied to current prices, but is subject to change based on US government tariff updates (custom products will be discussed/priced on a case-by-case basis).

5. Prices

5.1 Nature Planet reserves the right to change prices until a final order confirmation has been issued. Nature Planet also reserves the right to change the prices of confirmed orders in case of changes in production costs, salaries/wages, cost of material, sub-supplies, exchange rates, expenses imposed by public authorities, and the official discount rate.

6. Terms of payment

6.1 Payment must be made in accordance with the payment terms specified on the invoice, unless otherwise specifically agreed in writing. Credit approval is required for all trade credit.

6.2 If payment is delayed, Nature Planet shall be entitled to late fees and the option to void discounts, as well as to withhold all future consignments. Nature Planet shall also be entitled to demand that the Purchaser pays all reasonable costs incurred in connection with legal or non-legal action taken with the purpose of collecting payment.

6.3 The Purchaser shall not be entitled to withhold any payments in respect of alleged claims against Nature Planet unless such claims have been accepted in writing by Nature Planet in advance.

7. Property rights

7.1 Until Nature Planet has received full payment for Products delivered, such Products shall remain the property of Nature Planet even though the Purchaser has started to use or sell the Products.

8. Intellectual property and design rights

8.1 All information found on the website (www.natureplanet.com) and all affiliated links are owned by Nature Planet and cannot be used without the consent of Nature Planet. Moreover, the design on the soft toys is also owned by Nature Planet and cannot be used by any other party.

9. Complaints

9.1 If the Purchaser wishes to claim that the delivered Products are defective, the Purchaser must complain immediately to Nature Planet by calling 888-465-0450, or emailing CustomerService@NaturePlanet.com

9.2 The Purchaser shall inspect consignments immediately on receipt to check for any shortages, defects, errors or any other deviations from the contract. If the Purchaser wishes to complain to Nature Planet, the Purchaser shall submit such complaints to Nature Planet no later than 10 days after receipt of the Products if the relevant defects could have been discovered during the Purchaser's inspection on receipt of the delivered Products.

9.3 Product returns may be subject to a 15% restocking fee and must be received within 30 days of shipment

9.4 Any damage or loss occurring during transport shall not be the responsibility of Nature Planet and any and all claims arising therefrom shall be directed to the transport agent concerned.

10. Product liability

10.1 Nature Planet shall only be liable for product liability in accordance with applicable laws or statutes but does not assume liability in any degree beyond that specified by the aforesaid laws or statutes.

11. Limitation of liability

11.1 NATURE PLANET SHALL NOT BE HELD RESPONSIBLE NOR LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGE OR LOSS, WHICH MIGHT ARISE OUT OF DELAY IN THE DELIVERY OF PRODUCTS.

12. Force majeure

12.1 Nature Planet is entitled to cancel orders or suspend delivery of Products and shall not be liable for any non-delivery, faulty or delayed delivery, which partly or wholly is caused by circumstances beyond Nature Planet's reasonable control, including, but not limited to, riots, civil unrest, war terrorism, health emergencies, health epidemic, or pandemic or any associated governmental or regulatory restrictions, fire, insurrection, requisition, seizure, embargo or defects or delays in deliveries by sub-suppliers, strikes, lockouts, slowdowns, lack of transportation, scarcity of materials, and insufficient supplies of energy. Any of Purchaser's contractual rights are suspended or become void in any such circumstances referred to in this Clause. Purchaser is not entitled to any kind of damages or to make claim whatsoever in case of cancellation or delayed delivery due to such circumstances referenced herein.

13. Applicable law and venue for disputes

13.1 Any disagreements or disputes between Nature Planet and the Purchaser shall be settled by the laws of the State of Georgia without regard to its conflict of law rules.

13.2 Unless Nature Planet gives its written consent to a process of arbitration, which shall then take place in Atlanta, GA, all disputes shall be settled by legal proceedings at Nature Planet venue at the Federal and/or state courts located in the County of Fulton, State of Georgia.

13.3 Purchaser shall not be entitled to request a trial by jury.