



GENERAL PURCHASE CONDITIONS

DO IT Organic Inc.

Article 1. Definitions

In these General Purchase Conditions, the following terms shall have the following meanings:

1.1 **"DO IT Organic"** means DO IT Organic Inc., a Delaware corporation, with its principal place of business at 228E 45th St. #9e, 10017NY, New York.

1.2 **"Seller"** means DO IT Organic's contracting party, being the supplier or vendor of Goods to DO IT Organic, or any person or entity acting on behalf of such supplier or vendor.

1.3 **"Agreement"** means the purchase agreement and/or any related agreements between DO IT Organic and Seller, including any purchase orders, confirmations, amendments, or supplementary agreements.

1.4 **"Goods"** means all products, materials, and items to be sold and/or delivered by Seller to DO IT Organic pursuant to the Agreement.

1.5 **"Conditions"** means these General Purchase Conditions of DO IT Organic.

1.6 **"USDA NOP"** means the United States Department of Agriculture National Organic Program, codified at 7 C.F.R. Part 205, governing organic certification and labeling in the United States.

1.7 **"EU Regulation"** means Regulation (EU) 2018/848 of the European Parliament and of the Council on organic production and labeling of organic products, as amended, and any corresponding implementing regulations.

Article 2. Applicability

2.1 These Conditions apply to all purchase transactions and contractual relationships in which DO IT Organic acts as buyer or customer. This includes continuing supply relationships (whether express or implied) arising from a series of separate purchase orders and/or an ongoing trading relationship between DO IT Organic and Seller.

2.2 DO IT Organic reserves the right to amend these Conditions at any time. Amendments shall become effective upon notice to Seller or posting on DO IT Organic's website. For Agreements concluded prior to any amendment, the version of these Conditions in effect on the date the Agreement was executed shall continue to govern.

Article 3. Formation of Agreement

3.1 Any quotation or offer submitted by Seller shall be deemed irrevocable for a period of thirty (30) days from the date of submission, unless Seller expressly states otherwise in writing.



3.2 An Agreement shall be formed only upon DO IT Organic's written acceptance of Seller's quotation or offer, as evidenced by a written purchase order or order confirmation issued by DO IT Organic.

3.3 The terms and conditions of the Agreement shall be governed exclusively by DO IT Organic's purchase order or order confirmation and these Conditions. Any conflicting or additional terms proposed by Seller are hereby rejected and shall have no effect unless expressly accepted in writing by an authorized representative of DO IT Organic.

Article 4. Price

4.1 The agreed price shall be all-inclusive and shall include all costs associated with the Goods through delivery, including but not limited to costs of packaging, storage, handling, insurance, customs clearance, duties, taxes, levies, freight, transportation, analyses, and financing, unless otherwise expressly agreed in writing. The price and transfer of risk shall be determined in accordance with the applicable Incoterms® (such as FOB, CIF, or CFR) as specified in the purchase order.

Article 5. Payment

5.1 Unless otherwise agreed in writing, payment shall be made in U.S. Dollars via wire transfer, ACH, or check to the account designated by Seller.

5.2 If DO IT Organic fails to pay any invoice when due, Seller shall provide DO IT Organic with written notice and a grace period of at least thirty (30) business days to cure such payment default before exercising any remedies.

5.3 In the event of late payment, DO IT Organic shall pay interest on the overdue amount at a rate equal to the lesser of (i) the current Secured Overnight Financing Rate (SOFR) plus 2% per annum or (ii) the maximum rate permitted by applicable law. Interest shall accrue on the net invoice amount, excluding freight, sales tax, and other governmental charges.

5.4 DO IT Organic shall have the right to set off any amounts owed by Seller to DO IT Organic against any amounts DO IT Organic owes to Seller, regardless of the basis for such obligations.

Article 6. Delivery

6.1 Delivery shall be deemed complete when DO IT Organic takes physical possession of the Goods at the delivery location specified in the purchase order (the "Delivery Location"). Time is of the essence. Seller shall deliver the Goods on or before the delivery date specified in the purchase order.

6.2 Title to and risk of loss of the Goods shall remain with Seller until delivery is complete at the Delivery Location. Seller shall maintain adequate insurance coverage for the Goods during transportation and storage until delivery is complete, unless otherwise expressly agreed in writing.



6.3 If Seller arranges transportation, Seller shall be responsible for ensuring that the carrier is properly insured and that the Goods are transported in compliance with all applicable laws and regulations.

Article 7. Transfer of Title and Risk of Loss

7.1 Title to and risk of loss of the Goods shall pass from Seller to DO IT Organic upon: (i) delivery at the Delivery Location as specified in Article 6, and (ii) payment in full of the purchase price.

7.2 Seller hereby waives and releases any rights of retention, lien, or reclamation that Seller might otherwise have with respect to the Goods or payment therefor.

Article 8. Transport Documents and Other Documentation

8.1 A copy of the bill of lading, packing slip, or other transport document signed by the carrier without exception or notation shall serve as prima facie evidence of shipment of the quantities stated therein, or in original format if requested by DO IT Organic Inc.

8.2 Seller shall provide DO IT Organic with all documents and information relating to the Agreement and the Goods in accordance with applicable deadlines and formalities, including but not limited to compliance with requirements of the U.S. Food and Drug Administration (FDA), U.S. Customs and Border Protection (CBP), USDA, and any other federal, state, or local authorities. Seller shall be fully liable to DO IT Organic for any damages resulting from Seller's failure to provide required documentation.

8.3 At or before delivery, Seller shall provide DO IT Organic with all required certificates, permits, and documentation from governmental authorities, including customs and health inspection agencies, demonstrating that the Goods may be legally imported, sold, and used within the United States without restriction and without the need for additional governmental approvals or compliance measures.

8.4 All costs associated with preparing and delivering required documentation shall be borne by Seller, unless otherwise expressly agreed in writing.

Article 9. Specifications, Inspection, and Complaints

9.1 If the Goods or accompanying documentation fail to conform to the Agreement or to the specifications provided by DO IT Organic, DO IT Organic may reject the Goods and/or documentation and terminate the Agreement, regardless of whether the non-conformity is discovered after shipment, processing, or use. DO IT Organic may postpone or reject any payment. DO IT Organic may store or arrange for storage of rejected Goods at Seller's expense and risk. DO IT Organic shall not be bound by any time limit imposed by Seller for filing complaints.

9.2 DO IT Organic's failure to provide timely notice of non-conformity shall not waive or impair DO IT Organic's rights and remedies under the Agreement or applicable law.



9.3 Seller agrees to cooperate fully with any investigation relating to food safety, compliance with food safety laws, or organic integrity. Seller shall provide DO IT Organic with complete access to Seller's records, correspondence, and communications with any certifying agent or regulatory authority. DO IT Organic retains the right to audit Seller's facilities and to sample the Goods at any time.

9.4 Upon DO IT Organic's request, Seller shall immediately retrieve rejected Goods from DO IT Organic or from any location designated by DO IT Organic, at Seller's sole expense. If Seller fails to retrieve the Goods within a reasonable time, DO IT Organic may return the Goods to Seller at Seller's expense and risk. If Seller refuses to accept return of the Goods, DO IT Organic may store, sell, or destroy the Goods at Seller's expense and risk.

9.5 The remedies set forth in this Article 9 are in addition to, and not in limitation of, any other rights or remedies available to DO IT Organic under the Agreement or applicable law.

Article 10. Sampling and Analysis

10.1 DO IT Organic may collect samples of the Goods at the time and place of delivery, which samples shall be sealed in triplicate in the customary manner. If samples are not collected at the time of delivery, they may be collected at a later time, in which case the analysis results shall create a rebuttable presumption regarding the quality and condition of the Goods at the time and place of delivery.

10.2 DO IT Organic may, upon reasonable advance notice to Seller, conduct pre-loading and/or pre-shipment inspections and examinations of the Goods (or any portion thereof) at DO IT Organic's expense. Seller shall provide full cooperation for such inspections and examinations.

10.3 Upon DO IT Organic's request, Seller shall provide an authenticated copy of any inspection results or test reports relating to the Goods.

10.4 DO IT Organic shall be entitled to visit Seller's production and storage facilities during normal business hours and on business days. Seller shall provide suitable space for inspections and examinations and any other cooperation reasonably required.

10.5 DO IT Organic may issue instructions to Seller regarding sampling, production, and/or storage of the Goods to the extent DO IT Organic reasonably deems such instructions necessary to limit DO IT Organic's risk in connection with resale of the Goods.

10.6 Seller's failure to comply with DO IT Organic's instructions under this Article 10 shall constitute a material breach of the Agreement, entitling DO IT Organic to terminate the Agreement and pursue all available legal remedies, without prejudice to DO IT Organic's other rights under the Agreement or applicable law.

Article 11. Obligations of Seller

11.1 Seller shall ensure that the Goods are properly and securely packaged, bear all required labeling and markings (including best-by dates where applicable), are free



from foreign objects, contaminants, and substances harmful to health, comply with all applicable U.S. federal, state, and local laws and regulations (including FDA and USDA requirements), and meet all prescribed temperature requirements during transportation and storage.

11.2 If Seller arranges transportation, Seller shall monitor and record temperatures of refrigerated and frozen storage units and during transport.

11.3 Seller shall maintain and implement a food safety system compliant with the FDA Food Safety Modernization Act (FSMA), including Hazard Analysis and Critical Control Points (HACCP) or equivalent preventive controls, and/or Good Manufacturing Practices (GMP) appropriate to Seller's operations and the nature of the Goods. Seller shall comply with all applicable food safety laws and regulations and shall provide evidence of such compliance upon DO IT Organic's request.

11.4 If Seller has reason to believe that the Goods do not comply with applicable food safety requirements or may be injurious to human health, Seller shall immediately notify DO IT Organic in writing.

11.5 If Seller suspects that Goods intended for use or sale as organic or in-conversion products contain unauthorized substances under the USDA NOP or EU Regulation, Seller shall immediately notify the relevant certifying agent, regulatory authority, and DO IT Organic, and shall provide all available information.

11.6 In the circumstances described in Articles 11.4 and 11.5, Seller shall immediately provide all requested information regarding the affected Goods and shall fully cooperate with DO IT Organic and governmental authorities to mitigate risks to public health, minimize damages, and identify the source and scope of the issue. Seller is responsible for all costs arising from such circumstances.

Article 12. Warranties

12.1 Seller warrants that the Goods and all documentation relating thereto conform to the Agreement. This warranty includes, at a minimum, that:

- The Goods possess all characteristics and specifications represented or promised by Seller;
- The Goods meet the highest industry quality standards;
- The Goods are free and clear of all liens, claims, and encumbrances and may be freely marketed without restriction in the United States and in any known country of final destination;
- The Goods are suitable for the purpose for which they were purchased;
- The Goods comply with all applicable U.S. federal, state, and local laws and regulations, including those relating to organic quality, health, safety, and environmental protection, and also comply with the laws of any known country of final destination;
- The Goods are accompanied by all necessary data, instructions, and documentation for safe and proper handling;



- The Goods are fit for direct human consumption unless otherwise stated (if applicable); and
- The Goods are accompanied by all documentation requested by DO IT Organic.

12.2 The warranties in this Article 12 shall apply regardless of the transfer of risk of loss to DO IT Organic.

12.3 Seller guarantees compliance with all applicable U.S., United Nations, and European Union sanctions and export control regulations in effect at the time of execution of the Agreement and throughout its performance.

12.4 If Seller breaches any warranty under this Article 12, Seller shall, at DO IT Organic's option and Seller's expense, (i) replace the non-conforming Goods, (ii) cure the deficiency, or (iii) refund the purchase price. DO IT Organic may also elect to terminate the Agreement. The foregoing remedies are without prejudice to DO IT Organic's right to pursue any other remedies available under the Agreement or applicable law, including the right to recover damages.

Article 13. Liability and Indemnification

13.1 Seller shall be liable without limitation for all damages of any nature suffered by DO IT Organic, its customers, or end users arising from or relating to Seller's breach of the Agreement, Seller's negligence or willful misconduct, or the acts or omissions of Seller's employees, agents, or subcontractors. Seller's liability includes, but is not limited to, damages arising from personal injury or death, property damage, business interruption, loss of profits or revenue, and costs associated with product recalls or decertification of Goods by USDA, FDA, or any other regulatory authority.

13.2 Seller shall defend, indemnify, and hold harmless DO IT Organic from and against any and all third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or relating to the Agreement, the Goods or documentation delivered by Seller, or any act or omission of Seller or its employees, agents, or subcontractors. Seller shall reimburse DO IT Organic for all costs incurred in connection with any litigation or arbitration, including full attorneys' fees and out-of-pocket expenses.

13.3 Seller shall maintain commercial general liability insurance and product liability insurance in amounts customary for the organic food industry, with minimum coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Upon request, Seller shall provide DO IT Organic with certificates of insurance evidencing such coverage.

13.4 DO IT Organic's liability for damages of any kind shall be excluded, except to the extent such damages are caused by the intentional misconduct or gross negligence of DO IT Organic's executive officers or directors.

Article 14. Force Majeure



14.1 Subject to Article 14.2, in the event of force majeure, performance of the Agreement shall be suspended for the duration of the force majeure event, without either party being obligated to pay compensation. If the force majeure event continues for more than thirty (30) days, DO IT Organic may terminate the Agreement by written notice, with immediate effect and without liability for damages.

14.2 Force majeure on the part of Seller shall not include: labor shortages, strikes, epidemics, pandemics, non-performance by Seller's suppliers or subcontractors, shortages of raw materials or supplies, plant or animal diseases, food safety incidents, unavailability of transportation, changes in law or regulation, or Seller's financial difficulties (including lack of liquidity or insolvency).

Article 15. Performance, Suspension, Termination, and Damages

15.1 In addition to any right to specific performance or termination for breach, DO IT Organic may suspend performance of its obligations or terminate the Agreement in whole or in part, with immediate effect and without liability for damages, upon the occurrence of any of the following events:

- Seller fails to perform, or timely or properly perform, any obligation or warranty under the Agreement or these Conditions;
- Seller breaches any statutory obligation or engages in unlawful conduct;
- Seller becomes subject to bankruptcy, insolvency, receivership, or similar proceedings, or any portion of Seller's property is subject to attachment or levy;
- Seller ceases operations, dissolves, liquidates, or otherwise loses its legal existence;
- Any permit or license required for performance of the Agreement is revoked or suspended; or
- A third-party creditor obtains a judgment or attachment against DO IT Organic on account of Seller's obligations; or
- Seller becomes subject to any scandal, negative news reports, regulatory investigation, or adverse publicity that, in DO IT Organic's reasonable judgment, could materially harm DO IT Organic's reputation or business interests.

15.2 If DO IT Organic terminates the Agreement pursuant to this Article 15, DO IT Organic shall be entitled to recover, as liquidated damages:

- Any difference between the contract price and the fair market value of the Goods on the date of Seller's breach; or
- The difference between the contract price and the price paid by DO IT Organic to procure substitute goods (cover), in either case without prejudice to DO IT Organic's right to recover additional or alternative damages.

15.3 If DO IT Organic terminates the Agreement, Seller shall, upon DO IT Organic's request, refund any amounts previously paid by DO IT Organic and shall



immediately retrieve all Goods previously delivered, in whole or in part, from DO IT Organic or from any location designated by DO IT Organic.

15.4 Seller hereby waives any right of suspension or withholding of performance that might otherwise be available under applicable law.

Article 16. Assignment

16.1 Seller may not assign, transfer, or delegate any of its rights or obligations under the Agreement without DO IT Organic's prior written consent. Any purported assignment in violation of this Article 16 shall be null and void.

Article 17. Product Recall and Withdrawal

17.1 In the event of any circumstance that may result in a safety risk to consumers arising from the Goods, or any voluntary or mandated recall, withdrawal, or similar action affecting the Goods (including situations within the scope of the Federal Food, Drug, and Cosmetic Act, FSMA, USDA NOP, or EU Regulation 178/2002, Article 27 and/or 28 of EU Regulation 2018/848, or other applicable product safety laws), DO IT Organic may initiate a recall or withdrawal without formal approval from Seller. Seller shall:

- Provide reasonable assistance to DO IT Organic in developing and implementing a recall or corrective action strategy; and
- Promptly provide DO IT Organic with advance notice and full details of any action Seller is legally required to take, including any communications with regulatory authorities.

17.2 Except to the extent required by law, Seller shall not voluntarily initiate any recall or withdrawal of the Goods without DO IT Organic's prior written consent, which consent shall not be unreasonably withheld.

17.3 Seller shall be liable for, and shall indemnify, defend, and hold harmless DO IT Organic from and against, all losses, damages, costs, and expenses (including attorneys' fees) incurred or suffered as a result of any recall or withdrawal of the Goods.

17.4 Within fourteen (14) days of executing the Agreement, Seller shall provide DO IT Organic with contact information (email and telephone) for 24/7 communication regarding potential or actual recall situations.

17.5 Seller shall maintain strict confidentiality regarding all information concerning actual or potential recall actions.

Article 18. Compliance and Sanctions

18.1 Seller acknowledges that, pursuant to applicable anti-money laundering and anti-terrorism financing laws and regulations, DO IT Organic may be required to report certain transactions to the appropriate governmental authorities.

18.2 Seller acknowledges that DO IT Organic may be required by law to verify Seller's identity and the identity of Seller's beneficial owners. Seller shall cooperate



fully with any such verification procedures. DO IT Organic shall maintain all collected data in accordance with applicable privacy and data protection laws.

18.3 Seller acknowledges that DO IT Organic's obligation to comply with applicable reporting and verification requirements takes precedence over any conflicting privacy obligations.

18.4 Seller warrants and covenants that it shall comply with all applicable U.S., United Nations, and European Union sanctions and export control regulations (including but not limited to those administered by the U.S. Department of Treasury's Office of Foreign Assets Control) in effect at the time of execution of the Agreement and throughout its performance.

18.5 DO IT Organic may immediately terminate the Agreement if it reasonably believes that the Goods are directly or indirectly intended for any country or person subject to applicable sanctions, unless a valid exemption or license has been obtained from the appropriate governmental authority.

18.6 Upon termination pursuant to this Article 18, all of DO IT Organic's obligations under the Agreement shall immediately cease. Termination shall have prospective effect only. Seller shall indemnify and hold harmless DO IT Organic from and against any claims, fines, penalties, or other damages arising from or related to such termination or any violation of applicable sanctions or export control laws.

Article 19. Anti-Corruption

19.1 Seller warrants and covenants that it shall comply with all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any similar laws of other jurisdictions relevant to the performance of the Agreement.

19.2 DO IT Organic may immediately terminate the Agreement if it reasonably suspects that Seller or any third party engaged by Seller has violated any applicable anti-corruption or anti-bribery law.

19.3 Upon termination pursuant to this Article 19, all of DO IT Organic's obligations under the Agreement shall immediately cease. Termination shall have prospective effect only. Seller shall indemnify and hold harmless DO IT Organic from and against any claims, fines, penalties, or other damages arising from or related to such termination or any violation of anti-corruption laws.

Article 20. Privacy and Data Protection

20.1 DO IT Organic may collect, process, and store data obtained in connection with the performance of the Agreement and may share such data with personnel within DO IT Organic's organization who have a legitimate business need to know. DO IT Organic shall process such data only to the extent necessary and consistent with the purposes for which it was collected. DO IT Organic shall implement appropriate technical and organizational measures to protect personal data from loss, unauthorized modification, and unauthorized access by third parties.



20.2 The parties shall treat all data collected during the performance of the Agreement as confidential. Neither party shall disclose personal data to third parties without the other party's prior written consent, except as required by law. This obligation shall not apply to information that is publicly available or that would not cause harm to either party if disclosed.

Article 21. Statute of Limitations

21.1 All claims against DO IT Organic arising from or relating to the Agreement or these Conditions shall be barred unless brought within one (1) year from the date of the Agreement or the date the cause of action accrued, whichever is later.

Article 22. Continuing Supply Agreements

22.1 DO IT Organic may terminate a continuing supply agreement upon written notice with at least three (3) months' advance notice.

22.2 Seller hereby waives any right to compensation or damages that might otherwise be due in connection with DO IT Organic's termination of a continuing supply agreement pursuant to this Article 22.

22.3 This Article 22 constitutes an independent contractual right of termination. Termination pursuant to this Article 22 shall have prospective effect only and shall not affect obligations that accrued prior to the effective date of termination.

Article 23. Governing Law and Dispute Resolution

23.1 The Agreement and these Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded and shall not apply.

23.2 Any dispute, controversy, or claim arising out of or relating to the Agreement or these Conditions, or the breach, termination, or validity thereof, shall be exclusively resolved by the state or federal courts located in Harris County, Texas. Each party irrevocably consents to the exclusive jurisdiction and venue of such courts and waives any objection based on inconvenient forum.