



GENERAL SALES CONDITIONS

DO IT Organic Inc.

Article 1. Definitions

In these General Sales 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 **"Terms"** means these General Sales Conditions.

1.3 **"Buyer"** means any person or entity that purchases Goods or services from DO IT Organic or enters into an agreement with DO IT Organic.

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

1.5 **"Consequential Damages"** means, without limitation, loss of profits, loss of business, loss of use, loss of production, loss of contract, economic loss, or any other indirect or consequential losses or damages.

Article 2. Applicability

2.1 All quotations issued by DO IT Organic and all agreements entered into with DO IT Organic for the sale and delivery of Goods or the provision of services are subject exclusively to these Terms.

2.2 Any general terms and conditions proposed by Buyer are hereby expressly rejected and shall have no effect.

2.3 Any deviation from these Terms must be agreed in writing and shall apply only if expressly confirmed in writing by an authorized representative of DO IT Organic.

2.4 DO IT Organic reserves the right to amend these Terms at any time.

Amendments shall become effective upon notice to Buyer or posting on DO IT Organic's website. For agreements concluded prior to any amendment, the version of these Terms in effect on the date the agreement was executed shall continue to govern.

2.5 If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction or arbitral tribunal, that provision shall be interpreted to achieve its intended purpose to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

Article 3. Quotations

3.1 All quotations issued by DO IT Organic are non-binding and valid only for the period stated in the quotation.

3.2 All quotations are subject to availability and timely delivery of the Goods. DO IT Organic reserves the right to modify product specifications as set forth in its quotations.



3.3 If DO IT Organic provides Buyer with a sample for approval, Buyer shall have five (5) business days following receipt to approve the sample in writing. If Buyer fails to provide written approval within this period, DO IT Organic may cancel the quotation or order.

3.4 DO IT Organic requires a minimum order amount of \$1,000 per purchase order. For orders below this minimum, DO IT Organic reserves the right to charge an administrative fee of \$100.

Article 4. Formation of Agreement

4.1 An agreement with DO IT Organic shall be formed only upon DO IT Organic's issuance of a written sales confirmation signed by an authorized representative.

4.2 The terms and conditions of any agreement between the parties shall be governed exclusively by the sales confirmation and these Terms. Any conflicting or additional terms proposed by Buyer shall have no effect.

Article 5. Pricing

5.1 Prices stated in quotations and price lists do not include sales tax, use tax, value-added tax (VAT), or other governmental charges. DO IT Organic is entitled to charge any applicable duties, levies, and taxes imposed by governmental authorities, whether or not known at the time the agreement was executed.

5.2 Prices in quotations are based on the Incoterm specified in DO IT Organic's sales confirmation. In the absence of a specified Incoterm, prices are based on Ex Works (EXW) at one of DO IT Organic's warehouses, to be determined by DO IT Organic (Incoterms 2020).

5.3 If costs charged to DO IT Organic by its suppliers, or other factors affecting pricing (such as exchange rates, wages, taxes, import/export duties, tariffs, freight, or raw material costs), change after DO IT Organic issues a quotation or Buyer places an order, DO IT Organic may adjust its prices accordingly, without prior notice.

5.4 Price adjustments pursuant to Article 5.3 shall not entitle Buyer to cancel or terminate the agreement.

5.5 Brochures, price lists, and other promotional materials issued by DO IT Organic are for informational purposes only and are not binding on DO IT Organic.

5.6 Packaging is not included in the prices quoted and may be charged separately by DO IT Organic.

Article 6. Payment

6.1 Unless otherwise agreed in writing, payment is due within thirty (30) days of the invoice date. Payment shall be made in U.S. Dollars by wire transfer, ACH, or check to the bank account designated by DO IT Organic. The date of receipt by DO IT Organic shall be deemed the date of payment.

6.2 Buyer is not entitled to any early payment discount unless expressly agreed in writing.



6.3 If payment is not received when due, Buyer shall be in default without the need for any notice or demand, and shall owe DO IT Organic interest on the overdue amount at a rate of 1.5% per month (or the maximum rate permitted by law, whichever is less) from the due date until payment is received in full.

6.4 All amounts owed by Buyer to DO IT Organic, regardless of the basis for such obligations, shall become immediately due and payable in full, without notice or demand, upon the occurrence of any of the following events:

- Buyer fails to perform any obligation arising from any agreement with DO IT Organic, whether timely or at all;
- Buyer becomes subject to bankruptcy, insolvency, receivership, or similar proceedings;
- Buyer makes an assignment for the benefit of creditors or admits in writing its inability to pay debts as they become due;
- Buyer ceases operations, dissolves, liquidates, or states that it will or has discontinued its business; or
- There is a change of control in the ownership of Buyer.

6.5 Upon the occurrence of any event described in Article 6.4, DO IT Organic may, without notice or judicial intervention: (i) suspend performance of all outstanding agreements with Buyer, (ii) demand immediate payment in cash for all outstanding amounts (even if different payment terms were previously agreed), (iii) terminate any or all agreements with Buyer in whole or in part, and/or (iv) immediately retrieve any Goods previously delivered, all without liability for damages and without prejudice to DO IT Organic's other rights and remedies (including the right to recover damages).

6.6 DO IT Organic may at any time set off any amounts owed by DO IT Organic to Buyer against any amounts owed by Buyer to DO IT Organic or to any company affiliated with DO IT Organic.

6.7 All costs and expenses (including reasonable attorneys' fees and collection costs) incurred by DO IT Organic in collecting amounts owed by Buyer shall be borne by Buyer.

6.8 DO IT Organic may at any time demand that Buyer provide security (in a form acceptable to DO IT Organic) for Buyer's present and future financial obligations to DO IT Organic. If Buyer refuses or is unable to provide adequate security, DO IT Organic may suspend performance of its obligations or terminate the agreement immediately, without liability for damages.

Article 7. Retention of Title and Transfer of Ownership

7.1 All Goods supplied or to be supplied by DO IT Organic shall remain the exclusive property of DO IT Organic until Buyer has paid in full all amounts owed to DO IT Organic with respect to: (i) the Goods supplied, (ii) work performed or to be



performed, and (iii) any claims arising from Buyer's failure to perform its obligations to DO IT Organic.

7.2 Buyer shall not pledge, encumber, or otherwise transfer or impair DO IT Organic's rights in the Goods until title has passed to Buyer.

7.3 Buyer shall treat all Goods subject to retention of title with due care and shall maintain such Goods as identifiably the property of DO IT Organic until title passes to Buyer.

7.4 Buyer shall, at its own expense, insure the Goods against loss or damage for the duration of the retention of title period. Upon request, Buyer shall provide DO IT Organic with proof of such insurance.

7.5 If Buyer fails to pay amounts owed to DO IT Organic when due, or if DO IT Organic has reasonable grounds to believe that Buyer will fail to fulfill its payment obligations, DO IT Organic may immediately retrieve the Goods subject to retention of title. Upon retrieval, Buyer shall be credited with the fair market value of the Goods (not to exceed the original purchase price), less the costs of retrieval and any damages incurred by DO IT Organic.

7.6 If DO IT Organic exercises its right to reclaim Goods pursuant to this Article 7, Buyer shall inform DO IT Organic of the location of the Goods and shall grant DO IT Organic access to Buyer's premises at any time to inspect and/or retrieve the Goods.

7.7 If Buyer uses Goods subject to retention of title to create a new product, Buyer shall be deemed to be acting on DO IT Organic's behalf, and Buyer shall hold the new product for DO IT Organic until title to the original Goods has passed to Buyer.

7.8 If Buyer removes the Goods from their original packaging and uses the Goods for further processing, packing, or sales, the quality of the Goods shall be deemed to be accepted by Buyer, and any claim relating to quality may be rejected by DO IT Organic.

Article 8. Delivery

8.1 Buyer shall accept delivery of the Goods tendered by DO IT Organic.

8.2 Unless otherwise agreed in writing, delivery shall be Ex Works (EXW) at one of DO IT Organic's warehouses, to be determined by DO IT Organic, pursuant to Incoterms 2020. DO IT Organic shall notify Buyer when the Goods are ready for shipment or pickup. The Goods shall be deemed delivered, and risk of loss shall pass to Buyer, when the Goods are made available for shipment or pickup. If the Goods are decertified by USDA, FDA, or any other governmental or certifying authority after delivery, such decertification and its consequences shall be for the account and risk of Buyer. Any measures taken by such authorities to block or inspect the Goods after delivery shall also be for the account and risk of Buyer.

8.3 Buyer shall arrange for receipt or shipment of the Goods within five (5) business days after receiving DO IT Organic's notice pursuant to Article 8.2.



8.4 If Buyer fails to accept delivery of the Goods, DO IT Organic may store the Goods at Buyer's expense and risk (if DO IT Organic has storage capacity available). If Buyer fails to accept delivery within fourteen (14) days after the agreed delivery date, DO IT Organic may terminate the agreement without prejudice to DO IT Organic's right to recover damages and DO IT Organic's right to sell the Goods to third parties.

8.5 The method and type of packaging shall be determined by DO IT Organic. DO IT Organic shall not accept return of packaging materials. The buyer shall ensure the environmentally sound disposal of transport packaging in accordance with local laws and regulations (e.g. Section 15 of the German Packaging Act (VerpackG)).

8.6 DO IT Organic may deliver the Goods in installments, and each installment may be invoiced separately. Buyer shall pay for each partial delivery in accordance with Article 6 of these Terms.

8.7 Delivery dates stated by DO IT Organic are estimates only and are not binding, unless expressly agreed otherwise in writing. If delivery is delayed beyond the estimated date, Buyer shall not be entitled to cancel or terminate the agreement unless the delay exceeds six (6) weeks. To the extent Buyer suffers damages as a result of such delay, Buyer's damages shall be limited to a maximum of 15% of the purchase price, subject to the limitations set forth in Article 11.

8.8 The delivery period shall commence only after the agreement has been executed, DO IT Organic has received all data and materials necessary to begin performance, and Buyer has made any prepayment required under the agreement. If Buyer fails to arrange for loading or pickup of the Goods on the advised release date, DO IT Organic may invoice storage costs to Buyer for each day of delay.

Article 9. Inspection and Complaints

9.1 Buyer shall inspect the Goods for quality and quantity upon delivery. Any defects relating to quality or quantity must be reported in writing to DO IT Organic within 24 hours of delivery, with a detailed description of the nature and extent of the defects and proof or evidence of the defects. Buyer accepts DO IT Organic's quality analysis certificates at the point of loading or shipment at origin as conclusive. All other complaints must be received by DO IT Organic within four (4) business days after delivery of the Goods. Failure to provide timely written notice shall constitute acceptance of the Goods as conforming, and all claims shall be deemed waived and barred.

9.2 DO IT Organic and Buyer shall regard the quantities stated on bills of lading, packing slips, or other transport documents as accurate.

9.3 Upon DO IT Organic's request, Buyer shall return allegedly defective Goods to DO IT Organic within five (5) business days after submitting a complaint, at Buyer's expense and risk, packaged in the same manner as originally shipped by DO IT Organic.



9.4 Submitting a complaint shall not be grounds for Buyer to suspend or set off payment obligations or to cancel or terminate the agreement.

9.5 After discovering any defect, Buyer may not use or resell the affected Goods without DO IT Organic's prior written consent. If Buyer uses or resells the Goods after discovering a defect, Buyer's complaint shall not be accepted.

9.6 If DO IT Organic determines that a complaint is justified, DO IT Organic shall, at its sole discretion, either (i) provide replacement Goods or services (if available), or (ii) credit Buyer for the amounts invoiced. In no event shall DO IT Organic's remedy or obligation exceed the invoiced value of the Goods that are the subject of the complaint. DO IT Organic shall have no obligation to provide any other remedy or to pay damages to Buyer.

9.7 DO IT Organic shall have no obligation to replace defective Goods or to reimburse the invoice value if: (i) the defective Goods have not been timely returned to DO IT Organic, (ii) Buyer has not strictly followed DO IT Organic's storage instructions (thereby causing spoilage or making it impossible to verify the accuracy of Buyer's complaint), or (iii) Buyer has used or resold the Goods after discovering the defect.

9.8 If DO IT Organic determines that a complaint is not justified, the returned Goods shall be destroyed at DO IT Organic's discretion, unless Buyer requests in writing that the Goods be returned. If Buyer requests return, the Goods shall be returned to Buyer at Buyer's expense and risk.

Article 10. Obligations of Buyer

10.1 Buyer warrants and covenants that it shall:

- Advertise and promote DO IT Organic's brands only in a manner that has been approved in writing by DO IT Organic; and
- Refrain from making any negative, disparaging, or defamatory statements about DO IT Organic, its name, brands, or products.

10.2 For each violation of or failure to comply with the obligations set forth in this Article 10, Buyer shall pay liquidated damages to DO IT Organic in the amount of \$10,000 per violation or actual damages, whichever is greater. DO IT Organic shall have the right to terminate any sales agreements and/or to exclude Buyer from future deliveries of Goods or services, without prejudice to DO IT Organic's right to recover actual damages or to seek specific performance.

Article 11. Liability and Indemnification

11.1 Except in cases of intentional misconduct or gross negligence by DO IT Organic's executive officers or directors, DO IT Organic shall not be liable for any damages suffered by Buyer or any third party arising from or relating to the Goods or services provided by DO IT Organic. DO IT Organic shall not be liable for Consequential Damages arising from non-conformity of the Goods, damage to property of Buyer or third parties, or delayed, incorrect, or incomplete delivery of Goods or services.



11.2 If a court of competent jurisdiction or arbitral tribunal determines that DO IT Organic is liable for any damages notwithstanding Article 11.1, DO IT Organic's liability shall be limited to the invoice value of the Goods or services giving rise to the liability.

11.3 Buyer shall defend, indemnify, and hold harmless DO IT Organic from and against any and all claims by Buyer's agents (including employees and representatives) or third parties relating to damages for which DO IT Organic has excluded or limited liability toward Buyer under this Article 11.

Article 12. Third-Party Services and Assignment

12.1 DO IT Organic may engage third parties to assist in performing its obligations under the agreement.

12.2 DO IT Organic may at any time assign, transfer, or pledge its rights and/or obligations under the agreement to a third party, in whole or in part. Buyer hereby consents to any such assignment, transfer, or pledge.

12.3 Buyer 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 12.3 shall be null and void.

Article 13. Force Majeure

13.1 Force majeure on the part of DO IT Organic shall mean any circumstance beyond DO IT Organic's reasonable control that impedes performance of its obligations under these Terms, whether permanently or temporarily. Force majeure includes, but is not limited to: transportation restrictions or bans, governmental measures (including import/export restrictions), acts of USDA, FDA, or any other governmental or certifying authority with respect to the organic status of Goods, material changes in organic regulations or other applicable law, change of certifying authority, labor shortages, absenteeism due to illness, epidemics, pandemics, transportation problems, severe weather events, crop failures, acts of war, fires, power outages, sales prohibitions, sudden substantial increases in energy or raw material costs, strikes or work stoppages at DO IT Organic or its suppliers, and breach of contract by DO IT Organic's suppliers that renders DO IT Organic unable to perform its obligations to Buyer.

13.2 If, in DO IT Organic's reasonable judgment, a force majeure event is temporary, DO IT Organic may suspend performance of the agreement until the force majeure event ceases. If the force majeure event continues for more than sixty (60) days, either party may terminate the agreement by written notice, without liability for damages.

13.3 If, in DO IT Organic's reasonable judgment, a force majeure event is permanent, DO IT Organic may, without judicial intervention, modify the agreement, terminate the agreement in whole or in part, or cancel the agreement immediately, without liability for damages to Buyer.



13.4 If DO IT Organic has partially performed its obligations before the force majeure event commenced, DO IT Organic may invoice Buyer separately for the deliveries already made, and Buyer shall pay such invoices as if they related to a separate transaction.

Article 14. Intellectual and Industrial Property Rights

14.1 All intellectual property rights and industrial property rights (including patents, trademarks, copyrights, and trade secrets) in or relating to the Goods and services provided by DO IT Organic, whether owned by DO IT Organic or its suppliers, shall remain the exclusive property of DO IT Organic or its suppliers. Buyer agrees not to violate or infringe upon such rights in any manner, directly or indirectly, and acknowledges DO IT Organic as the rightful owner or licensee of such rights.

Article 15. Compliance

15.1 Buyer acknowledges that, pursuant to applicable laws and regulations (including anti-money laundering and anti-terrorism financing laws) or upon request of a regulatory authority (such as USDA or FDA), DO IT Organic may be required to verify Buyer's identity and the identity of Buyer's beneficial owners. Buyer shall cooperate fully with any such verification procedures. DO IT Organic shall maintain all collected data in accordance with applicable laws.

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

Article 16. Termination by Buyer

16.1 Buyer may terminate an agreement with DO IT Organic only with DO IT Organic's prior written consent. If DO IT Organic consents to termination, Buyer shall pay DO IT Organic a cancellation fee equal to DO IT Organic's actual damages, including costs incurred and lost profit.

Article 17. Termination by DO IT Organic

17.1 DO IT Organic may terminate the agreement in whole or in part if there are reasonable grounds to believe that Buyer is unable or unwilling to perform its contractual obligations to DO IT Organic. Article 6.4 of these Terms provides a non-exhaustive list of circumstances that may give rise to such reasonable grounds.

17.2 If DO IT Organic terminates the agreement pursuant to this Article 17, DO IT Organic may, without notice or judicial intervention, demand immediate payment in full of all amounts owed by Buyer to DO IT Organic, without prejudice to DO IT Organic's right to recover damages and to suspend performance of its obligations pursuant to Article 6.5.

Article 18. Set-Off

18.1 DO IT Organic may at any time set off any monetary claims owed by Buyer to DO IT Organic against any claims owed by DO IT Organic (or any company affiliated with DO IT Organic) to Buyer.



18.2 If Buyer is part of a group of companies, Buyer shall be deemed, for purposes of this Article 18, to include all companies within that group.

Article 19. Statute of Limitations

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

Article 20. Governing Law and Dispute Resolution

20.1 The agreement and these Terms 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.

20.2 Any dispute, controversy, or claim arising out of or relating to the agreement or these Terms, 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.