

GENERAL TERMS AND CONDITIONS

NNZ Inc.

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1. Definitions

The terms used in these General Terms and Conditions are defined as follows:

Cooling-off period: the period in which the Customer can make use of his Right of Withdrawal;

Contract: the Contract for the sale and delivery of goods (products) and/or services (including but not limited to: advice, research, printing, manufacture, assembly and the contracting of work) by NNZ to an Customer that is governed by and deemed to incorporate by reference these General Terms and Conditions.

Customer: the party purchasing goods or services from NNZ, and any natural person or legal entity that NNZ enters into a Contract with or makes an offer to.

Distance contract: a Contract in which, in the context of a system organized by

Right of Withdrawal: the ability of the Customer to withdraw from the Distance contract within the Cooling-off Period.

General Terms and Conditions: these general terms and conditions of order, contract and delivery.

NNZ: NNZ Inc.

2. Notice.

Any notice or communication required hereunder to be in writing will be deemed to have been given when delivered by registered or certified mail, postage prepaid, return receipt requested, to the person listed in the below signature block, or Customer representative that a party may direct in writing. Notwithstanding the foregoing, day-to-day written communications that are operational in nature may be provided via email between the party's business contacts. Any written notices addressed to NNZ shall be to:

For Canada:

NNZ Inc.
136 Main St W, Unit 3 Norwich, ON N0J 1P0 Canada
Telephone number: +1 519-863-5782

For US:

NNZ Inc.
805 Marathon Pkwy, ste 180
Lawrenceville GA 30046

Email address (which shall not constitute notice):
pboot@nnzusa.com

3. Scope of application and interpretation

3.1 All offers and/or quotations of NNZ and all Contracts concerning the sale and delivery of goods and/or services by NNZ are exclusively subject to these General Terms and Conditions. The Customer to these General Terms and Conditions agrees to the applicability of these General Terms and Conditions to future and/or subsequent sales and deliveries of goods and/or services with NNZ pursuant to a Contract. In the event of a conflict between these General Terms and Conditions and any Contract hereunder, the

terms of the Contract will prevail to the extent of the conflict.

3.2 The general terms and conditions of the Customer and other stipulations contrary to NNZ's conditions are explicitly rejected by NNZ unless they have been expressly agreed in writing by an authorized representative NNZ. No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of these General Terms and Conditions or a Contract unless otherwise expressly agree to in writing by an authorized representative of NNZ.

3.3 If any provision of these General Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these General Terms and Conditions and the remainder of such provision shall continue in full force and effect.

3.4 Failure or delay by NNZ in enforcing or partially enforcing any provision of these General Terms and Conditions shall not be construed as a waiver of any of its rights under these General Terms and Conditions. Any waiver by NNZ of any breach of, or any default under, any provision of these General Terms and Conditions by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these General Terms and Conditions.

4. Offers and formation of the Contract

4.1 All offers and/or quotations of NNZ are non-binding on NNZ and free of obligation unless specifically stated otherwise. NNZ's offers and/or quotations may not be reproduced or disclosed to third parties without NNZ's prior written consent.

4.2 Contracts (and amendments to or cancellations of them) are formed by means of a written or electronic order confirmation sent by NNZ or by virtue of NNZ's commencement of the actual performance of the applicable Contract.

4.3 NNZ reserves the right at all times to refuse orders and/or assignments or to attach further conditions to the delivery and/or the performance of the services hereunder. The Customer will not be entitled to compensation for damages in the event of a situation as provided for in this article arising.

4.4 All Contracts with NNZ are formed subject to the following condition: "For as long as stocks held by NNZ or NNZ's supplier last."

4.5 Documents or information issued by or through NNZ on or after concluding the Contract (on aspects such as measurements, weights, quantities, etc.), are free of obligation unless explicitly otherwise stated. NNZ is not bound by manifest errors in the offer.

5. Prices, amendments and additional work

5.1 All prices of NNZ given in the offer are denominated in Canadian dollars and include turnover tax, packaging and governmental tax and other levies, such as import duties, unless explicitly otherwise indicated or agreed.

5.2 NNZ reserves the right to raise the price in the event of a rise in cost-price determining factors that occur after the offer is made and/or between the time when the Contract is formed and full compliance with it, and irrespective of whether this could have been foreseen. Cost-price determining factors are defined, but not exhaustively, as price increases arising from raising or changing wages, costs, taxes (import and export) duties, fees, freights, levies, prices of raw materials and energy, as well as exchange rate changes, increases in the costs charged by suppliers and legislative amendments. Price rises such as these will not give the Customer the right to dissolve the Contract. The price rise will apply to the parts of the Contract that have not yet been performed.

- 5.3 In the case of the delivery of goods with an invoice value lower than an amount it has stipulated for this purpose, NNZ has the right to charge a separate fee for administration and/or handling costs.
- 5.4 The Customer is obliged to pay the cost price of packaging materials if they are not taken back by NNZ. NNZ has the right to refuse to take back the packaging materials.
- 5.5 NNZ is authorized under the Contract to charge separately for its additional work. Additional work is defined as everything that NNZ delivers, installs or carries out in consultation with the Customer during the performance of the Contract over and above the quantities and/or work explicitly laid down in the Contract and/or the order confirmation.
- 5.6 NNZ reserves the right to insist on minimum quantities being ordered in relation to certain goods.
- 6. Payment**
- 6.1 In the absence of express agreement to the contrary, payment for the applicable goods and/or services is to be made on the effective date of the applicable Contract.
- 6.2 NNZ may require the Customer to make an advance payment or furnish security prior to the delivery of the applicable goods or services. In such a case, NNZ will not be obligated to perform any services or provide any goods until the stipulated advance payment and/or security has been received by NNZ.
- 6.3 If the Customer fails to pay any amount that it owes pursuant to these Terms and Conditions and any Contract hereunder within the applicable time period for payment, it will constitute a material breach of these Terms and Conditions and any applicable Contract under which the amounts may be owed without any demand or prior notice of default being required. All late payments will be subject to a monthly interest rate of 1.5% over the invoice amount from the due date until the time of full and final settlement.
- 6.4 All judicial and extrajudicial costs related to the collection of fees owed and any related claim against the Customer for late payments will be charged to the Customer. The extrajudicial collection costs shall be deemed to be an amount to 15% of the amount of the invoice or invoices, with a minimum of €500, and without any further demand being required.
- 6.5 Contrary to the second sentence of Article 6.4, a Customer will not be liable for the payment of the extrajudicial costs until NNZ has issued a demand for payment of the amounts owed within a period of 14 days and that payment term has elapsed.
- 6.6 The Customer is obliged to report any inaccuracies in issued or stated payment details to NNZ without delay.
- 6.7 If the Customer defaults on a payment to NNZ and/or if the Customer fails to meet any obligation under the Contract and/or these General Terms and Conditions, all of NNZ's other claims on the Customer will become immediately due and payable, without any further notice of default being required, and NNZ will be entitled to suspend or terminate these General Terms and Conditions and the applicable Contract.
- 6.8 Payments by or for the Customer will extend consecutively to settlement of the payable extrajudicial debt collection costs, the judicial costs, the payable interest and thereafter in the order of the age of the outstanding principal amounts, irrespective of any instructions to the contrary given by the Customer.
- 6.9 The Customer is not permitted to suspend its payment obligations to NNZ, to offset them and/or to compensate them with a claim of the Customer on NNZ of any nature whatsoever. The Customer cannot invoke a right of retention in respect of NNZ.
- 6.10 The Customer shall not be permitted to assign its claims against NNZ under the Contract to a third party, to pledge them or to transfer their ownership in any form whatsoever. Any such assignment will be null and void.
- 6.11 Unless NNZ has expressly agreed in writing that it is the importer of the goods, then under all other circumstances the Customer is deemed to be the importer of the goods in its jurisdiction and shall meet all and any taxes, tariffs, duties or other charges levied against an importer or reimburse NNZ if it is so charged.
- 7. Term of delivery**
- 7.1 The delivery term is set forth in a Contract and shall not be adjusted unless explicitly otherwise agreed by NNZ. Customer understands that any delivery date is an estimate and that exact delivery date may change.
- 7.2 The agreed delivery terms will commence on the effective date of the applicable Contract. The Customer must provide NNZ with its correct address details in a timely manner. If NNZ is not in possession of the information it requires to comply Section 7.1, the delivery terms will not commence or be deemed to be extended until NNZ has received all of the necessary information from the Customer.
- 7.3 The delivery terms indicated and agreed by NNZ are in all cases approximate and are not firm deadlines for NNZ unless expressly agreed in writing to the contrary. In the event of the timeline for delivery being exceeded due to a failure by NNZ, following receipt of written notice of default by NNZ from the Customer, the Customer will not have the right to dissolve the Contract, claim compensation for damages or refuse to comply with any obligation set out in these General Terms and Conditions or any Contract, but will have the choice of requiring compliance within a reasonable period of time set by the Customer and communicated in writing to NNZ or to dissolve the part of the Contract not already performed upon prior written notice to NNZ. For the avoidance of doubt, NNZ will not be held in default of any delivery timeline until it has received a written notice of default from the Customer.
- 7.4 NNZ is authorized to deliver goods in batches, which NNZ may then invoice separately. The Customer will in that case be obliged to remit payment for the batches in accordance with these conditions.
- 7.5 In the event of a delay caused by a Force Majeure Event, any acts or omissions of the Customer, or a third party, the delivery term will at least be extended by the duration of the delay.
- 8. Delivery and risk**
- 8.1 The goods to be delivered by NNZ will be deemed to have been delivered when they leave the NNZ factory or warehouse (or the factory or warehouse of an NNZ supplier, if applicable) or, if it has been agreed that the goods are to be collected, at the time communicated to the Customer when the goods will be ready for collection, unless otherwise agreed by Contract.
- 8.2 From the time of delivery as provided for in Section 8.1, the goods will be at the expense and risk of the Customer, even if NNZ arranges their transport, unless otherwise expressly agreed in writing to the contrary pursuant to the applicable the Contract.
- 8.3 NNZ will determine the method of shipment to meet its delivery obligation if NNZ has accepted a delivery obligation in the applicable Contract. If the Customer gives certain specific delivery instructions, compliance with those instructions will be entirely at the Customer's expense and risk. **The costs of delivery and batch deliveries will be charged to the Customer.** The collection costs are borne by the Customer.
- 8.4 The Customer is obliged to take receipt of or collect the goods on the first occasion on which the goods are presented. If the Customer fails to meet this obligation, the Customer will be deemed to be in breach of these Terms and Conditions and the applicable Contract and all associated costs associated with such breach, including but not limited to the storage costs, will be at its expense. Without limiting any rights or remedies available to NNZ at law or in equity, NNZ will have the right to terminate the applicable Contract (in full or in part) for cause and to claim compensation for damages.

- 8.5 In the case of delivery on call, the Customer must call up the goods within six months of the Contract being formed. If the Customer fails to meet this obligation, NNZ will be authorized to deliver all of the goods at once. The amount owed will in that case become immediately due and payable by the Customer.
- 8.6 All terms of delivery laid down in the Contract are in keeping with the terms of delivery laid down in the most recent version of the International Commercial Terms (INCO Terms), as laid down by the International Chamber of Commerce (ICC), to the extent that they are not contrary to these General Terms and Conditions.
- 9. Retention of title**
- 9.1 All goods delivered by NNZ (or via third parties or suppliers) remain the property of NNZ until the time of full and final settlement of all amounts owed to NNZ under the Contract (or Contracts) concluded with the Customer. This includes interest and costs and claims related to the Customer's non-compliance with the Contract. Furthermore, ownership will not be transferred to the Customer if the Customer owes any amounts to NNZ under other these General Terms and Conditions. The Customer is not permitted to rely on a retention of title regarding the storage costs or to set off those costs against any its obligations to pay fees or otherwise.
- 9.2 The Customer undertakes to separately store the goods delivered or otherwise made available under suitable storage conditions and temperatures and to mark them as being the property of NNZ and, if the Customer fails to meet this obligation it will be presumed that the goods of the type delivered or made available by NNZ belong to NNZ.
- 9.3 The Customer does not have the right to sell any of the goods covered by the retention of title, to rent them to third parties, provide them for use, pledge them or otherwise encumber them in the favor of any third party. In the event of any breach of the foregoing, all amounts payable under the applicable Contract will become immediately payable in full, regardless of the payment conditions. In the event of resale the Customer will assign to NNZ on formation of the Contract all rights to collect the purchase amount from the resale.
- 9.4 In the event of attachment, suspension of payment (whether or not provisional) or bankruptcy the Customer will immediately inform the bailiff imposing the attachment, the administrator or the trustee bankruptcy of NNZ's rights of ownership and will also to inform NNZ in writing of such event and any details reasonably required by NNZ. In the event of attachment, suspension of payment (whether or not provisional) or bankruptcy, the Customer will inform NNZ of this without delay and state where NNZ's goods are being kept. In that case, and if the Customer fails to meet his obligations to NNZ, NNZ is irrevocably authorized by the Customer, without any notice of default or legal intervention being required, to enter the Customer's location and repossess the goods that it has delivered and which belong to it.
- 10. Quality and quantity**
- 10.1 If the quality of the goods is determined by their weight, the average weight of a delivery will be determinative.
- 10.2 If NNZ sells used goods based on a sample, the sample will be determinative for the average quality. If more than one sample has been sent, the Customer will not base any claims on minor deviations in quality, size, weight and the number of mends.
- 10.3 NNZ is not responsible for the color of the goods or shades or nuances in the color. If samples have been sent to the Customer to show the color, these samples are non-binding to NNZ and serve merely to inform the Customer of the average quality.
- 10.4 NNZ has the right to deliver goods that deviate in number, weight and size from what has been agreed if these deviations relate to no more than:
- for jute sacks and cloth: 5% in number, 5% in weight and 2 cm in length and width;
 - for new woven and knitted synthetic bags and cloth: 5% in number, 5% in weight and 2 cm in length and width;
 - for other synthetic bags and film: 5% in number, 10% in weight and 6% in length and width for sacks up to 15 cm in width and 3% in length and in width for sacks wider than 15 cm;
 - for cotton sacks: 5% in number, 5% in weight and 3 cm in length and width;
 - for paper bags: 5% in number, 5% in weight , 3% in grammage and 5 mm in length and 2mm in width;
 - for synthetic rolls: 5% in number, 25% in weight for synthetic rolls with a total weight of 500 kg, 20% for synthetic rolls with a total weight of 500kg and above and 6% in roll width with a minimum of 10 mm.
- 10.5 If several goods (or products) are delivered, the average weight of each type of goods is deemed to be the normative weight for the decision on whether the deviations are within the tolerances provided for in the previous paragraph.
- 11. Complaints**
- 11.1 The Customer is obliged to inspect the goods as soon as the goods are delivered or otherwise obtained by the Customer. It is the responsibility of the Customer to ascertain whether the quality and quantity of the delivered goods comply with the agreements and are in conformity with the requirements agreed by the parties in that respect.
- 11.2 If the Customer establishes defects or shortcomings in the applicable goods, the Customer must report these in writing and with details to NNZ immediately upon delivery, and in any event no later than eight days following delivery or pick up of the goods, in the absence of which the Customer will be deemed to have approved the delivered goods and all claims against NNZ for defects or shortcomings will be null and void. Customers must report defects or shortcomings to NNZ in writing within two months of their discovery.
- 11.3 Complaints about non-visible defects or shortcomings must be reported in writing within eight days of their discovery, in the absence of which all claims against NNZ in respect of the defects will be null and void.
- 11.4 Complaints in respect of NNZ's invoices must be submitted in writing to NNZ within eight days of the invoice date, in the absence of which the invoice will be deemed to be correct and complete and all claims against NNZ in that regard will be deemed to be waived by the Customer.
- 11.5 Minor deviations in execution and delivery, especially minor color differences or minor material differences and/or errors, shall not under any circumstances be deemed to be a non-compliance with the Contract on the part of NNZ or a ground for a valid complaint or defect. Without prejudice to the provisions of Article 10 of these General Terms and Conditions, deviations of no more than 10% in number and/or weight shall be deemed in all cases to be minor.
- 11.6 A complaint concerning a certain delivery of goods or provision of services will not suspend the payment and other obligations of the Customer for this applicable goods or services or for any other goods or services and nor will this give the Customer the right to apply an offset.
- 11.7 The Customer shall have no right to complain or make any claim if such claim is not made within the periods set out in this Article and otherwise in accordance these General Terms and Conditions, or if more than 20% of the total goods delivered has been taken into use by the Customer or (after forwarding) a third party. Furthermore, the Customer is not authorized to sort, return and/or resell/deliver used goods on which complaints or any claims have been made without the prior consent of NNZ.

12. Withdrawal and dissolution

12.1 Under a distance selling Contract, the Customer has the right to withdraw the Contract without giving reasons or to dissolve it during the Cooling-off Period of fourteen days. The Cooling-off Period starts on the day after receipt of the product by or for the Customer, or:

- i) if the Customer has ordered several goods under the same order which are separately delivered, the day on which the Customer or a third party designated by the Customer, other than the transporter, had the final goods in its physical possession;
- ii) if the delivery of an item consists of various shipments or parts, the day on which the Customer or the third party designated by the Customer, other than the transporter, physically takes possession of the final shipment or the final part;
- iii) for agreements on the regular delivery of goods during a certain period, the day on which the Customer or a third party designated by the Customer, other than the transporter, had the first goods in its physical possession;

12.2 The Customer must inform NNZ before the end of the Cooling-off Period, using NNZ's written or electronic *withdrawal form*, or using another, unambiguous written or electronic statement, of his intention to withdraw the Contract.

12.3 The Customer will treat the product and the packaging with due care during the Cooling-off Period. He will unpack or use the product only to the extent that is necessary to judge whether he wishes to keep it. If the Customer uses the product more than what is necessary to establish its nature, properties and operation, the Customer will be liable for the depreciation in the value of the goods.

12.4 If the Customer makes use of his right of withdrawal or his right to dissolve the Contract, he will return the product with all its accompanying items and in its original condition and packaging to NNZ within fourteen days of invoking the right to withdraw, in accordance with the reasonable and clear instructions issued by NNZ.

12.5 If use is made of the right to withdraw or right to dissolve as provided for in this Article, the costs of returning the goods will be for the Customer's account.

12.6 If the Customer has paid a sum of money, NNZ will reimburse this amount within fourteen days of the withdrawal or dissolution.

12.7 NNZ reserves the right to exclude the right to withdraw or dissolve if it has clearly stated this in the offer or in good time prior to the conclusion of the Contract. In addition to the goods provided for in Section 6:230p of the Dutch Civil Code, exclusion of the right to withdraw covers but is not limited to the goods:

- a) whose value depends on financial or other market fluctuations;
- b) which have been produced by NNZ in accordance with the Customer's specifications;
- c) that are clearly of a personal nature;
- d) that cannot be returned owing to their nature.

The exclusion of the right to withdraw relates at least to the services whose provision has commenced with the Customer's approval prior to the end of the Cooling-off Period.

13. NNZ's liability

13.1 Without prejudice to the other provisions of these General Terms and Conditions, NNZ will not be held liable for:

- a) minor imperfections and damage, such as minor color differences that do not detract from the functional properties of the delivered goods;
- b) minor deviations in weight, measurements and number;

c) damage caused by incorrect and/or incomplete information being provided by or on behalf of the Customer;

d) damage caused by the Customer's incorrect or unauthorized use of the goods;

e) damage caused in relation to or by goods and/or services originating from NNZ, regardless of how this damage was caused and its nature;

f) losses caused by late delivery, faults in the production process, faults in the operation of administrative organizations and databases or in the distribution of goods, or for losses in the form of damage or loss of data carriers or databases or losses caused by the infringement of intellectual property rights;

g) indirect losses, including consequential losses, loss of income, missed savings, non-economic losses, trading losses, environmental damage or pure financial losses;

h) defects/shortcomings that cannot be imputed to NNZ or to a cause that is at the risk of NNZ;

i) the usability and the implications of the incorrect reading (with appropriate equipment) of the codes placed on the goods packaging.

13.2 All liability on the part of NNZ will be null and void if the goods delivered to the Customer have been taken into use, are filled, are mixed with other goods, or if they have been processed or are (otherwise) no longer identifiable.

13.3 Without prejudice to the exclusions or limitations of NNZ's liability provided for elsewhere in these General Terms and Conditions, the liability of NNZ will be limited to the repair or replacement of the delivered goods or to compensation exclusively for the direct losses related to an attributable breach of Contract up to a maximum of the invoice value paid by the Customer for the faulty goods or services. These General Terms and Conditions will also remain fully in effect following re-delivery.

13.4 Other than in cases of intentional act or omission or gross negligence on the part of managerial personnel of NNZ, the Customer will indemnify, defend and hold harmless NNZ against all claims of third parties (including claims relating to intellectual property) of any nature related to these General Terms and Conditions, any Contract or its performance by NNZ for the Customer, including but not limited to claims relating to or arising from the provision of services such as printing, copying or publicizing texts, designs, posters, photographs, lithographic prints, films, computer software, databases or any other information carriers or media of any nature whatsoever or those which the Customer issues to NNZ in connection with the goods delivered or to be delivered by NNZ to the Customer.

13.5 In the event of NNZ's liability being insured in a given case, NNZ's liability will be limited to the amount paid out by the insurer or the limitation of liability set out in Section 13.3, whichever amount is less.

13.6 All of the Customer's rights of claim, including claims for damages or for the repair or replacement of goods, shall be null and void if the defect and/or the damage are reported late and will in all cases lapse one year after delivery of the applicable goods. In the case of faults that could not be identified on delivery, the applicable period is one year after the defect manifesting itself. All of a Customer's rights of claim against NNZ shall lapse after a period of two years after the Customer informs NNZ of them.

14. Force majeure

14.1 Upon the occurrence of any Force Majeure Event (as defined below), NNZ will be entitled - to be decided at its own discretion - to either suspend the performance of the Contract for the duration of the force majeure event or to terminate it in full or in part, without any liability and without NNZ being obliged to pay any compensation for damages. During the period of the suspension, NNZ is authorized and at the end of that period obliged to opt for the performance or the full or partial dissolution of the Contract.

14.2 A Force Majeure Event is defined as any circumstances that are beyond the reasonable control of NNZ - even if the circumstances could have been foreseen when the Contract was formed - that permanently or temporarily prevent compliance with the Contract or render compliance onerous and, including but not limited to, war or imminent war, flooding, pandemics, epidemics, quarantine, supply chain disruptions, import and export or transport bans or other hindering measures of any authority, shipping diversions, strikes, scarcity of materials, equipment and work substances, lack of manpower and other, similar occurrences and/or serious disruptions in the business operations of NNZ or one of its suppliers, the cancellation or late performance by third parties of contracts for sale concluded by NNZ or the absence of required permits. The above will apply irrespective of where the circumstances causing the Force Majeure Event occur.

15. Suspension and dissolution

15.1 NNZ will have the right, without notice of default or legal intervention being required, either to suspend the performance of the Contract or to terminate it, without being obliged to pay any compensation for damages or honor any guarantee, and without prejudice to its remaining rights at law or in equity, in the following cases:

- a) if the Customer fails to meet any of its obligations under the Contract concluded with NNZ or any related Contract, or fails to do so properly or in good time;
- b) if there are reasonable grounds to suspect that the Customer is not or will not be able to meet its obligations to NNZ under a Contract and a written demand of NNZ to that effect has not been addressed by the Customer within the period set out in the written demand;
- c) if, upon entering into the applicable Contract, the Customer was required to furnish security as part of its contractual obligations and fails to provide the required security;
- d) in the event of the bankruptcy, suspension of payment, discontinuation, liquidation or full or partial transfer - whether or not to serve as security - of the business of the Customer, including the transfer of a significant share of its claims.

15.2 In each of the cases provided for above, all amounts and any claims of NNZ on the Customer shall become immediately due and payable in full and NNZ and its representatives will have the right to repossess any goods for which full payment has not been received by NNZ. In that case, NNZ and its representatives will have the right to enter the premises of the Customer to take possession of any such goods. The Customer is obliged to take the measures necessary to enable NNZ to exercise its rights under this Section 15.2.

16. Intellectual property and disclaimer

16.1 All information set out in offers, quotations, designs, molds, models, tools, images, software, drawings, etc., and the related rights of industrial and intellectual property or equivalent rights is and remains the property of NNZ, even if the Customer has been charged for their production. The Customer will ensure that these are never fully or partially copied and disclosed to third parties or passed on to them for inspection and that their content will not be disclosed to third parties without the prior written consent of NNZ. All and any intellectual property rights in the goods and any document shall belong to and vest solely in the NNZ or its licensors. The Customer shall not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to NNZ from the goods or any document and shall not reverse compile engineer, tamper with, or in any way alter or modify the goods or the documents without the prior written consent of the NNZ.

16.2 NNZ makes no condition or warranty whatsoever with respect to the goods or any services, including but not limited to any (a) condition or warranty of merchantability or fitness for a particular purpose; (b) condition or warranty of title; or (c) 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 trader or otherwise. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these General Terms and Conditions. The application of the *United Nations Convention on Contracts for the International Sale of Goods* and any local implementing legislation related to the *United Nations Convention on Contracts for the International Sale of Goods* is expressly excluded from these General Terms and Conditions.

17. Compliance with Applicable Laws

17.1 It is the responsibility of the Customer to comply with all applicable laws, regulations and guidelines, including but not limited to establishing procedures for food safety matters ("**Applicable Laws**") with respect to the goods and services.

17.2 The Customer declares that it will indemnify, defend and hold harmless NNZ against all claims of third parties (including governmental authorities and regulators) if and to the extent that the Customer fails to precisely comply with the all Applicable Laws.

17.3 The Customer will comply with all Sanctions Laws, as amended from time to time, in connection with their respective business engagements. "**Sanctions Laws**" means: (a) the Special Economic Measures Act (Canada), the United Nations Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), the Canadian Criminal Code, the United States Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, the United States Department of State's Designated Foreign Terrorist Organizations List and any similar restrictions published by the United Nations or any United States, Canadian or European regulatory authority regarding terrorism sanctions; or (b) any sanction, directive or other action by any Canadian, United States or European regulatory authority regarding terrorism or money laundering.

17.4 If the Customer or a third party to which the Customer has delivered under the conditions set by NNZ performs a product recall or has this done by others, NNZ will be exclusively liable for all or part of the costs involved in this recall if (i) it is established that NNZ is responsible for the situation that gave rise to the recall, (ii) the recall is carried out after NNZ has agreed to it in writing, (iii) the recall is carried out fully in accordance with a recall plan agreed between the parties and (iv) it has been established by NNZ that the Customer has acted reasonably and professionally and has done everything it could reasonably be expected to do to limit the costs involved in the recall to as great an extent as possible.

17.5 The Customer will immediately inform NNZ of all intended recalls and will issue NNZ with all information required by NNZ on its first request to that effect.

17.6 The Customer is not authorized to issue third parties with information about a recall without the prior consent of NNZ.

18. Governing law and general terms

18.1 Each right or remedy of NNZ under these General Terms and Conditions is without prejudice to any other right or remedy of NNZ under the these General Terms and Conditions or any Contract or any other rights and remedies available at law or in equity or otherwise.

18.2 **With regard to transactions initiated in Canada**, these General Terms and Conditions any Contract hereunder are governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to rules relating to conflict of laws. Any action relating to these General Terms and Conditions and any Contract must be brought in Vancouver, British Columbia, Canada and each party irrevocably consents to the jurisdiction of such courts. The applicability of the Vienna Sales Convention and foreign law is specifically excluded.

With regard to transactions initiated in the United States of America, these General Terms and Conditions

any Contract hereunder are governed by and construed in accordance with the laws of the state of Georgia, without regard to rules relating to conflict of laws. Any action relating to these General Terms and Conditions and any Contract must be brought in the state or federal courts located in Fulton county, Georgia, and each party irrevocably consents to the jurisdiction of such courts.

- 18.3 NNZ and Customer will treat as confidential and not disclose to others, except as required by law or legal process or necessary to perform the services, any non-public information regarding the Customer's plans, business, facilities, processes, products, prices, costs, equipment, operations, or customers which it may learn in the course of these General Terms and Conditions. The foregoing obligations will survive the termination of these General Terms and Conditions for a period of 3 years.
- 18.4 These General Terms and Conditions and any executed Contract hereunder constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.5 The Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these General Terms and Conditions or any Contract.
- 18.6 No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these General Terms and Conditions or any Contract.
- 18.7 NNZ may assign these General Terms and Conditions and any Contract or any obligation or provide goods and services, in whole or in part, to any person, firm or company. In any change of control event, NNZ shall automatically assign these terms to the surviving entity. The Customer shall not be entitled to assign these General Terms and Conditions, in whole or in or any part, of it without the prior written consent of NNZ.
- 18.8 The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.
- 18.9 Each party warrants that: (a) the person signing these General Terms and Conditions on behalf of that party has the requisite authority to bind that party; and (b) if the signatories named below have affixed their respective electronic signature below, the person signing these General Terms and Conditions on behalf of that party has the requisite authority to bind that party by electronic means whether signed via an electronic signature system, or otherwise, the signatories acknowledge and agree that they intend to bind the respective parties on behalf of whom they are signing.