

Natural World S.r.l.
GENERAL TERMS OF SALE – 2013 Edition

1. Parties to the Contract

1.1 The term "Vendor" means the company Natural World S.r.l., with registered headquarters in Lugo, Via R.Jacchia 8, 48022 Lugo (RA) registration number at the Company Registration Office of Ravenna, tax code and VAT number 01330360395.

Any changes to the name or company headquarters of the Vendor shall not affect the validity and effectiveness of these general terms.

1.2 The term "Buyer" means anyone, private company, individual or corporate business, who requests from the Vendor the supply of Products.

2. Scope of Application and Effectiveness

2.1 These general terms are applied to all sales made by the Vendor and regulate all future relationships between the Vendor and the Buyer, even in the absence of an express reference.

2.2 The relationships regulated by these general terms relate to the sale of all chemical, solid and liquid products marketed in Italy by the Vendor ("the Products").

2.3 No exceptions to these general terms shall be admitted unless evidenced by written agreement between the Vendor and the Buyer.

2.4 By signing this document or upon an order being placed with the Vendor, the Buyer expressly waives the right to apply its own general terms of purchase.

2.5 Any invalidity or ineffectiveness of one or more clauses of these general terms shall not affect the validity, effectiveness or enforceability of the other clauses.

3. Delivery Terms

3.1 The delivery terms are indicative and never binding; they do not bind the Vendor.

3.2 The Vendor is not required to pay an indemnity of any nature for any direct or indirect damages attributable to delays in delivery.

4. Transportation

4.1 The Products – even if based upon special agreements sold with carriage paid – are always transported at the complete and exclusive risk of the Buyer.

4.2 The Vendor may apply a transport surcharge dependent on the price of fuel at time of delivery

5. Packaging and Containers

5.1 The packaging and containers (which includes pallets, drums, tanks and plastic cubes), where not otherwise expressly agreed as forming part of the sale, remain under the exclusive ownership of the Vendor.

5.2 The Buyer is obliged to return the articles referred to in 5.1, ex works at its plant, to the Carrier or to another of the Vendor's agents, within 90 days of the delivery date.

Once this period has passed, the Vendor shall be entitled to issue a sales invoice to the Buyer amounting to the value of new packaging and containers, with payment terms equal to those applied to the Buyer for the sales of the Products.

5.3 In cases where cracked or damaged packaging or containers are returned, the Buyer will be charged the amount of the packaging value shown on the invoice.

5.4 Where the damage affects the seal of the packaging or containers, the Vendor will also charge to the Buyer the resulting remediation cost of €60 plus VAT for each package. This charge may be in addition to those set out in point 5.3.

5.5 Where the delivery of the products occurs, due to their nature or at the request of the Buyer, in steel cubes, the steel cube will be understood to be rented to the Customer for the entire stocking period, and the Vendor will invoice the Buyer, at the start of each month until the return of the cube, a monthly rental fee of EUR 50.00 + VAT.

5.6 For cases where, in order to guarantee the return of the packaging, the Buyer has paid to the Vendor a security deposit, and where the container is returned on the date set out on the invoice, the Vendor will issue a credit note for the amount of the security deposit.

In the case of a delay in the return of packaging or containers in accordance with point 5.2, the Vendor will be entitled to allocate any security deposit or pre-payment to the invoice to be issued in accordance with point 5.2 of these General Terms.

6. Payments

6.1 Payments should be made to the headquarters of the Vendor, within the terms set out in Italian Legislative Decree no. 192/2012 (and, in the case of the supply of food and farming products, within the terms set out in Italian Legislative Decree no. 92/2012), unless otherwise agreed in writing.

6.2 In the event of a delay in payment, the Buyer will automatically be charged default interest at the rate set out in Italian Legislative Decree no. 231/2002 – as amended by Italian Legislative Decree no. 192/2012, commencing from the invoice due date.

Pre-payments or partial payments shall be understood to be allocated, in order, firstly to the recovery costs, then to the interest and finally to the capital.

6.3 The Buyer may not bring against the Vendor any claim, dispute or demand, neither by way of an action nor a defence, unless it has properly paid in full the amounts invoiced by the Vendor.

7. Tolerances

Tolerances of uses are permitted, as codified in the compendium of uses of the province of Milan for the trade of chemical products in general.

8. Minimum Orders

For orders of a total amount less than EUR 500 (excluding VAT), an increase to the product list price will be applied according to the order value of the transaction plus VAT.

9. Waiting Time

The total waiting time for unloading products tolerated by the Vendor is 2 hours. Where the Vendor's vehicle has to wait longer than that time to unload, for each hour or fraction of an hour of extra waiting time the Buyer will be charged the amount of €50 per hour plus VAT.

10. Verifications, Complaints and Disputes

10.1 The Buyer must ascertain the suitability of the Products upon delivery of the same, and in any case prior to making use of them.

10.2 Any estimated evaluation constitutes a burden of due diligence upon the Buyer and, in the absence of the same, in accordance with Art. 1227 of the Italian Civil Code, no compensation shall, in any case, be due from the Vendor.

10.3 The Buyer forfeits all guarantees, if it fails to report in writing to the Vendor any disputes within 8 calendar days from delivery of the Products, except as provided in the point below.

10.4 In any case, any defects or non-conformity (both qualitative and quantitative) of the Products must be reported in writing, under penalty of forfeiture, prior to any discharge or transfer of the same into the Buyer's containers or tanks.

10.5 In the case of supplies with split deliveries, any complaints, even if promptly made, do not exonerate the Buyer from the obligation of collecting and paying for all the ordered Products.

10.6 The guarantees provided by Brenntag expressly exclude the guarantee relating to the suitability of the Products for a specific use even where the Buyer has indicated in its order the use for which the products are intended.

11. Liability. Force Majeure

11.1 Without prejudice to the limit set out in Art. 1229 of the Italian Civil Code, the Vendor is not liable for any direct or indirect damage of any nature (expressly including loss of production, costs of recalling Products, damages from lost opportunities or customers) deriving from the supply and use of the products.

11.2 Where Products are supplied which do not satisfy the defined specifications or are different from those ordered, and where the Buyer has in any case promptly reported in writing the defect or non-conformity in quantity or quality of the Product, the Vendor's liability will be limited exclusively to the replacement of the product at its own cost or, at its discretion, to the collection of the Products at its own cost and the return of the monies (or part monies) already paid.

11.3 The Vendor is in any case exonerated from any liability in cases of lack of supply or incomplete supply due to company and/or general strikes, insurrection, war, natural or nuclear disasters, fires, shortage of raw materials and/or energy sources and, more generally, any other event or circumstance constituting a case of force majeure.

Upon the occurrence of any such event, the Vendor shall provide written communication thereof to the Buyer and it shall be entitled, at its sole discretion, to revoke its acceptance of the order (returning to the Buyer, in any such case, any pre-payments received, without charging interest) or to establish a date, not exceeding 60 days, for supplying the order.

12. Right of Withdrawal

12.1 The Vendor may withdraw from the contract without any charge where facts or circumstances occur that alter the stability of markets, currency value, conditions of the industries producing the Products, raw materials or procurement conditions.

12.2 The Vendor will also be entitled to withdraw from the contract without any charge where disputes are raised, injunction actions brought or enforcement or precautionary measures applied against the Buyer or where insolvency proceedings are commenced against it.

13. European Regulation 1907/2006 ("REACH")

13.1 The European REACH Regulation (Registration, Evaluation and Authorisation of Chemicals") provides information which suppliers of chemical products must make available to their customers so as to enable safer use of the products.

The REACH Regulation requires customers to communicate to their supplier any useful information on the hazards and possible inadequacies of their risk management system relating to the substances or formulations used by them.

The REACH Regulation, on the other hand, requires suppliers of chemical products to implement a specific procedure and timescale for the process of pre-registration and registration of chemical substances and formulations.

13.2 Where the Vendor's supplier fails to perform this procedure and timescale properly, this could affect the subsequent supply by the Supplier to the Buyer; it may also be the case that the supply is interrupted where the substances and formulations in question require additional scientific controls.

13.3 The Vendor shall inform the Buyer of any delays caused by the aforementioned circumstances, without prejudice, in any case, as laid out in the provisions of Art. 3 of these general terms.

13.4 The Vendor shall provide to the Buyer appropriate safety data sheets and – where necessary – the annexes indicating the possible risk exposures of the Products, with a view to allowing the Buyer to check if the actual use of the same corresponds with what is indicated in the safety data sheet and its annexes.

13.5 Where the Buyer intends to put the Products to a use different from that indicated in the documentation provided with it, it must give immediate written notification thereof to the Vendor which, in turn, will contact its supplier to verify the feasibility and possible risks related to that different use.

13.6 Until the respective information has been communicated by the Vendor to the Buyer, the latter may only use the Products for the uses set out in the safety data sheet and its annexes.

13.7 The Vendor is exonerated in any case from any liability, not only in the event of lack of compliance by the Buyer with the requirements established by REACH, but also in line with what is established at point 10.6 of these General Terms, in relation to the suitability of the Products supplied for the use for which the Buyer intends to use them.

14. Regulations

For anything not expressly set out herein, reference will be made to the rules of Italian law and to the Compendium of Uses of the Province of Milan for the Trade of Chemical Products in general, in the latest version approved by the Chamber of Commerce, Industry, Crafts and Agriculture of Milan.

15. Court with Jurisdiction

Any dispute relating to the interpretation, validity, implementation and/or termination of these General Terms and the individual contracts of sale regulated by them is attributed to the exclusive jurisdiction of the Court of Milan, with the express exclusion of any other alternative court that may be provided by law.

..... (Date)

The Vendor
Natural World S.r.l.

The Buyer
(Stamp and Signature)

(Date)

In accordance with and by virtue of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly approved – subject to re-reading the same: 3 (Delivery Terms); 6.3 ("Solve et repete"); 10 (Verifications, Complaints and Disputes); 11 (Liability, Force Majeure); 12 (Right of Withdrawal); 13.3 ("REACH", Delays caused by Vendor's supplier); 13.7 ("REACH", Exoneration of Vendor from Liability); 15 (Court with Jurisdiction)

The Buyer
(Stamp and Signature)