

# Terms & Conditions

All sales made by Naturally Advanced Technologies Inc., DBA HTnaturals ("Seller") to you ("Customer") are governed by these Terms and Conditions of Sale unless otherwise indicated by Seller in writing.

**PLEASE READ THESE TERMS AND CONDITIONS THOROUGHLY BEFORE PLACING AN ORDER. DO NOT PLACE AN ORDER UNLESS YOU UNDERSTAND THESE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM. SELLER RESERVES THE RIGHT TO AMEND OR MODIFY THESE TERMS AND CONDITIONS OF SALE AT ANY TIME AT ITS SOLE DISCRETION.**

Sale is Contingent on Customer's Acceptance of Terms and Conditions.

Seller shall not accept Customer's purchase orders unless and until Customer consents to these Terms and Conditions of Sale. These Terms and Conditions of Sale supersede the terms and conditions of Customer's purchase order(s) and will govern all transactions between Customer and Seller. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Seller and Customer.

## Payment Terms / Placing an Order

Seller ships orders Prepaid, or accepts cash/cashier's check, Visa/Mastercard. Company checks will be accepted only with pre-approved credit. Net terms will be accepted with pre-approved credit upon credit terms determined by Seller. Customer will be charged a \$25 service charge for any returned check. Custom orders require different payment terms, as specified below. Pre-paid orders will be charged in full upon first shipment, even if multiple shipments may occur. Credit card orders in excess of \$2,000 will be charged before shipment. COD orders are not possible to the United States. Credit card payments require completion of the Credit Card Authorization form.

Orders will be accepted from Customer via email, fax, and phone from an Authorized Representative of Customers Company. Authorized Representatives must be listed on Seller's Wholesale Account Application.

## Shipping

Customer is responsible for all shipping and freight charges, FOB Seller's warehouse. Customs' brokerage for international orders is Customer's sole responsibility. Orders received prior to 12:00 Noon (Pacific Standard Time) will be shipped same day, subject to availability. Inventory will fluctuate on seasonal items. Orders are normally shipped by UPS or Federal Express, Greyhound or Canada Post. Seller will ship using a carrier designated by Customer upon request. Seller will not be responsible for shipping delays caused by a carrier. Shipping charges may be billed separately on credit card orders. Seller will not be responsible for non-delivery, loss, or damage during shipment.

## Default

It is understood that should Customer become delinquent in payment, no further credit will be extended. Seller may, at its sole discretion charge Customer interest on all overdue amounts at the rate of 1½% per month (18% per annum), or the maximum amount allowed by law, whichever is lesser. Customer will also be responsible for and shall reimburse Seller for any collection agency fees up to 30% of the balance owed and reasonable attorneys' fees in the amount of 15% of the balance owed, and all other costs and expenses which may be incurred by Seller in the enforcement of these Terms and Conditions of Sale. If Customer's

account is insured and Customer's account is turned over to a receivable insurance company for a claim, Seller can also charge Customer an additional 30% of the past due balance. Customer acknowledges that these charges, fees, and expenses are reasonable under the circumstances as an estimate of the damages Seller is likely to suffer if Customer defaults in its payment obligations.

### **Notice of Defects**

Customer is responsible for inspecting the merchandise upon receipt. Customer shall notify Seller in writing WITHIN 7 DAYS OF CUSTOMER'S RECEIPT OF THE MERCHANDISE of any claims for damages resulting from late delivery or any defect in the merchandise discovered by Customer, including, without limitation, claims related to shortages, quality, or specification. Seller shall not be responsible for shortages when shipments are directed to a third party other than Customer. UNDER NO CIRCUMSTANCES WILL SELLER ACCEPT CLAIMS OR RETURNS OF MERCHANDISE WHICH HAS BEEN ALTERED OR MODIFIED IN ANY MANNER (DYED, PRINTED, EMBROIDERED, RELABELED OR THE LIKE). Seller shall not be responsible for fallout or loss which occurs during the garment dye process. Seller urges Customer to periodically test the merchandise for dyability, printability and other decoration techniques.

### **Returns and Cancellations**

Authorized returns and exchanges must be made within 7 days after Customer's receipt of merchandise. Seller's written authorization must accompany all returned merchandise. No order can be cancelled once it has been entered into production. Customer will be responsible for all freight and shipping charges on items returned that are not the result of Seller's error and charged a 20% restocking fee. All sales are final on discontinued and/or overstock items; Seller will not accept returns on these items under any circumstance.

### **Obtaining Return Authorization**

Please contact Seller to obtain a Return Authorization number. No return will be accepted with a valid RA#.

### **Customer Acceptance of Late or Defective Merchandise**

Customer's failure to provide written notice of a claim, as set forth in these Terms and Conditions of Sale, shall constitute a waiver of any claim Customer may have for damages resulting from such defects, including late delivery.

### **Prices, Quantities, Styles, Colors**

Prices are subject to change without notice. All merchandise will be shipped at the prices in effect at the time of shipping. Seller reserves the right, at its sole discretion, to change or discontinue styles, colors, sizes or fabrics. All orders are subject to availability.

### **Promotional Codes, Coupons, Discounts**

Discounts can not be combined with any other promotional offer at time of redemption, nor can they be applied to previous purchases or gift certificates. Discount does not apply to tax, shipping and handling, or similar processing charges. Original discount amount will be deducted from the value of all returned items purchased with a discount at time of purchase (e.g. promotional codes, coupons, etc.).

### **DISCLAIMER OF WARRANTIES**

SELLER CANNOT GUARANTEE VARIANCES IN COLOR, SHADE, SIZE AND CONSTRUCTION OF STOCK MERCHANDISE. SELLER HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM ANY AND ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER AND SHALL NOT APPLY TO THE MERCHANDISE SOLD BY SELLER.

## **LIMITATION ON LIABILITY**

CUSTOMER ACKNOWLEDGES THAT SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR PERSONAL INJURIES OR DEATH RESULTING FROM USE OR SALE OF THE SELLER'S MERCHANDISE.

### **No Liability for Outside Vendors**

Seller shall not be liable for any work performed by any third party vendor referred by Seller and hereby waives any right to assert any claim against Seller for work performed by any other third party or vendor, including but not limited to claims for negligent referral, agency, or respondent superior.

### **Customer's Credit Worsens**

Seller has the right, in addition to other remedies provided by the law, to terminate any delivery or suspend further deliveries of other shipments in the event Customer fails to pay for any shipment when the same becomes due. Should Customer's financial condition become unsatisfactory to Seller, in Seller's sole discretion, Seller may require cash payments in advance or other security satisfactory to Seller prior to shipment of merchandise.

### **Special Terms Applicable to Custom Orders**

The following terms and conditions shall apply to custom orders. All custom orders require a 50% deposit prior to commencing production, with the balance to be paid upon terms assigned by Seller. No changes will be accepted once merchandise has entered production. All orders ship within +/- 5% of the total quantity ordered. Customer will be billed for actual quantity shipped. All shipping costs are the responsibility of Customer, FOB Location specified on order confirmation. All custom order sales are final, based on approval of pre-production sample. No returns of custom merchandise are allowed. Buyer shall assert claims for shortages or defective merchandise in accordance with these Terms and Conditions of Sale. Shipment and receipt dates quoted to Buyer will be approximate and are not guaranteed. Seller will not be liable for delays resulting from customs inspection or clearance. Seller adheres to industry-wide standards on PFD tolerances on critical measurements: +/- 8% in width and +/- 10% in length. Seller also adheres to industry-wide standards on piece dye tolerances. All custom dye colors will be within industry-wide standard tolerance of +/- 15% Seller's shade band standard.

### **Jurisdiction/Governing Law**

Seller is headquartered in the Province of British Columbia, Canada. These Terms and Conditions of Sale shall be governed by and interpreted under the laws of the Province of British Columbia (without regard to its conflicts of laws principles) and the federal laws of Canada. If any provision of these Terms and Conditions of Sale is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Use, which shall remain in full force and effect.

Customer expressly agrees that exclusive jurisdiction for any dispute with Seller, or in any way relating to these Terms and Conditions of Sale, resides in the courts of the Province of British Columbia and you further agree and expressly submit to the personal and exclusive jurisdiction of the courts of the Province of British Columbia in connection with any such dispute including any claim involving the merchandise or Seller or its affiliates, subsidiaries, employees, contractors, officers, directors.

## **Force Majeure**

Neither Buyer nor Seller shall be liable to the other for delays in performance of its obligation hereunder caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these Terms and Conditions of Sale, in whole or in part.

## **USE OF MATERIALS LOCATED ON SELLERS WEBSITE AND PRINTED MATERIAL: COPYRIGHTS, TRADEMARKS AND RESTRICTIONS**

All materials published on this website (including but not limited to articles, photographs, images, illustrations, audio clips and video clips) are protected by copyrights which are owned and controlled by Seller or the party credited as the provider of the material. The entire contents of sellers Website and printed material are also copyrighted and the selection, coordination, arrangement and enhancement of such content are protected by copyright. You shall abide by all copyright notices and other restrictions contained in any material accessed through the website. No material from this website or any website owned, operated, licensed, or controlled by Seller may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, noncommercial home use, and may print one hard copy of the material on this website for your personal, noncommercial use, provided you keep intact all copyright and other proprietary notices. You acknowledge that you do not acquire any ownership rights by downloading or printing copyrighted material. Modification of the materials or use of the materials for any purpose other than personal, noncommercial use is a violation of the respective owners' copyrights and other proprietary rights. The use of any such material on any other website or networked computer environment is prohibited.

All trademarks, service marks, and trade names are proprietary to Seller or the other designated owner of a posted mark.

## **Miscellaneous**

These Terms and Conditions of Sale constitute the entire agreement between Seller and Customer, superseding any prior agreements between Customer and Seller. The failure of Seller to exercise or enforce any right or provision of these Terms and Conditions of Sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms and Conditions of Sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms and Conditions of Sale are for convenience only and have no legal or contractual effect.

Thank you for reading and agreeing to these Terms and Conditions of Sale.