

general terms and conditions

Article 1. general conditions

1. The following conditions are valid for all verbal agreements, contracts and other legal relations between Nature Squared N.V. (hereinafter "the seller") and our direct customers (hereinafter "the buyer").
2. General terms and conditions which are made by our buyers are in any case non-binding. Our general terms and conditions prevail in all aspects.
3. We are entitled to change our terms and conditions unilaterally and anytime. Valid at any time is the current version which is available on www.naturesquared.com.

Article 2. prices and delivery times

1. All conditions concerning prices and delivery times are set out in our written quotes.
2. Unless otherwise agreed in written form, our prices for goods or services are based on delivery ex-works.

Article 3. verbal agreements

1. Quotes or offers made by us are only legally binding if made or confirmed in a written form.
2. Agreements and related amendments or deletions are only legally binding if made in written form.

Article 4. shipping

1. The buyer is responsible for the shipping of the goods ex work.
2. In case we assist our buyer by making logistics arrangements, we are entitled to enter into a shipping agreement with any third party in the name and on behalf of the buyer. We will charge a handling fee for our efforts.
3. All shipping costs (including customs, taxes and levies) for the shipping of the goods ex works are borne entirely by the buyer.
4. In any case, the buyer bears the risk of loss as of the handover of the goods to the shipper.

Article 5. warranty and complaints

1. All our products are made of natural products and hand inlaid and are therefore subject to variations in shade, shape, colour, warpage, surface finish, texture and size; this includes also variations from samples and displays, as well as between items within a shipment.
2. We warrant that the goods can be used for the purpose disclosed by the buyer to us. This warranty does not cover normal wear and tear, changes in colour or any other circumstances that do not constitute normal usage, including any usage in a different environment than disclosed to us, as well as damage caused by remedying defects by the buyer.
3. In the event of deviations of the products from our representations and warranties, the buyer shall notify us in writing within 7 days as of the receipt of the goods.
4. If the goods do not comply with our representations and warranties, we are only obliged to repair, to collect and replace the goods, or to reduce or reimburse the price. It is at our discretion to decide on the method of repair or compensation.
5. The warranty period is one year as of the receipt of the goods by the buyer.

Article 6. liability

1. We are not responsible for damages caused by reasons not within our responsibility; especially we are not liable for any behaviours, acts and omissions by auxiliary persons or other third parties.
2. We are not responsible for consequential damages, indirect damages or loss of profits.

Article 7. intellectual property rights



1. All samples, plans, designs, images, materials and documentation are protected in our favor by copyright and are our property.
2. Buyer shall not copy or otherwise reproduce, carry out or imitate such materials by himself or by third party, without our explicit written consent.

Article 8. reservation of title

1. The goods remain the seller's property until the buyer has paid the full price, including interest and other costs, where appropriate. The buyer cannot transfer the goods to a third party without reserving title to the goods to the seller. In the event of the buyer going into liquidation or receivership, the buyer must inform the seller and segregate any items that are either only partially paid or unpaid for from his own assets. The buyer must on its own cost adequately insure the goods against transportation damages, fire, water and theft for the replacement value.
2. The reservation of title is governed by Swiss law, art. 102 al. 2 Swiss International Private Law is not applicable. The seller has the right to register any reservation of title either in Switzerland or in the jurisdiction relating to the business location of the buyer or at the place where the goods are placed.
3. All marketing materials provided to the buyer by the seller remain the seller's property and the seller is entitled to their recovery at any time and at no cost.

Article 9. special provisions

1. All disputes arising under or in relation to this agreement are governed by Swiss law (under the exclusion of the Swiss International Private Law).
2. Jurisdiction for all disputes arising under or in relation to this agreement is with the courts in Zürich, Switzerland.

Nature Squared N.V., Curaçao (Netherland Antilles)
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