

TERMS OF SALES

By ordering product ("Product") from NatureBox, Inc. ("NatureBox"), you ("Customer") and NatureBox agree to the following terms and conditions:

1. **Agreement.** NatureBox will sell Customer those Products indicated on the purchase order ("PO") provided to NatureBox and accepted by NatureBox. The PO which shall specify the exact product and quantities to be shipped. NatureBox may revise the Products listed on its website and otherwise indicated to Customer and the pricing of any or all of the Products from time to time in its sole discretion. Title to products shall pass when delivered to Customer. NatureBox may reject any PO in its sole discretion.
2. **Pricing; Payment.** Pricing for each Product sold to customer in connection herewith shall be set forth on the PO and confirmed or adjusted by NatureBox's invoice to Customer. If there is a conflict between the terms of a PO and an invoice (including these terms), the terms of the invoice including those set forth herein shall prevail. Unless otherwise indicated on NatureBox's invoice to Customer all invoices shall be due upon receipt. All prices are exclusive of all federal, state and local sales taxes, which shall be Customer's responsibility.
3. **Food Warranty.** NatureBox represents and warrants that the items comprising each shipment or other delivery made by NatureBox to Customer is guaranteed, as of the date of shipment, to be on such date, in strict compliance with any and all applicable federal, state and local laws and not to be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and not an article which may not, under the provisions of Section 404 or 505 of that Act, be introduced into interstate commerce. NATUREBOX DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, NATUREBOX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY BREACH OF A REPRESENTATION OR WARRANTY SHALL BE THE REPLACEMENT OF DEFECTIVE PRODUCT OR A REFUND OF THE PURCHASE PRICE THEREOF ACTUALLY PAID TO NATUREBOX FOR DEFECTIVE PRODUCT. NATUREBOX'S MAXIMUM LIABILITY TO CUSTOMER IN CONNECTION WITH THE SALE OF PRODUCT OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR ANY DEFECTIVE OR NON- CONFORMING PRODUCTS.

4. **Trademarks.** All trademarks, trade names and all trade secrets, technical know-how, specifications, formulae, standards, procedures, new product ideas, manufacturing processes and the like (the "Proprietary information" owned or licensed by NatureBox shall at all times be and remain the exclusive property of NatureBox, and this Agreement shall not in any manner constitute a license to customer to use the trademarks, trade names or proprietary information.
5. **Miscellaneous.** Any notice that may or must be given (except purchase orders for Products) shall be in writing and shall be either delivered by messenger or sent by certified mail, air courier, or other confirmable form of delivery to the intended party. Any matter arising in connection with NatureBox's sale or Product to Customer shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law principle (whether of that or any other jurisdiction). Customer irrevocably consents to the exclusive jurisdiction and venue of any federal or state court in the County San Francisco, California in connection with any matter based upon or arising thereunder. These terms constitute the entire agreement of the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. These terms shall not be modified, changed, discharged, or terminated, nor shall any provision hereunder be waived, except by a writing signed by an authorized officer of each party hereto. Any term or provision contained herein that is determined to be illegal, unenforceable, or invalid in whole or in part for any reason by a court or an arbitrator of competent jurisdiction, such illegal, unenforceable, or invalid provisions or part thereof will be stricken, and such provisions will not affect the legality, enforceability, or validity of the remainder of these terms.