

GaiaKraft – Terms & Conditions of Sale

1. INTERPRETATION & DEFINITIONS

- 1.1. The definitions and rules of interpretation in these terms and condition apply in these conditions.
- 1.2. “GaiaKraft” includes Point Break Concepts Limited (Hong Kong), GaiaKraft SARL (France), Point Break Iberia S.L., GaiaKraft Shenzhen and any other offices of GaiaKraft that may be opened in any jurisdiction.
- 1.3. Forms and Documents
 - 1.3.1. Sales Order or Proforma Invoice Form: the document sent by GaiaKraft to the Buyer confirming acknowledgement and acceptance of the Buyer’s order.
 - 1.3.2. Sample Approval Form: the sample, artwork, layout, proof and/or material swatch approval form.
 - 1.3.3. Invoice: The document sent by GaiaKraft to the Buyer for goods purchased detailing payment amounts, payment due date, remittances information, etc for Buyer to settle payment.
- 1.4. Buyer
 - 1.4.1. The person, firm or company who purchases the Goods from GaiaKraft.
- 1.5. Contract:
 - 1.5.1. Any contract between GaiaKraft and the Buyer for the sale and purchase of the Goods, incorporating these conditions, the completed Sales Order, the Sample Approval Form, and (where applicable) the Quality Control Statement, the Production Schedule and Shipping Schedules.
- 1.6. Deposit: 30% of the Contract price.
- 1.7. Delivery or Destination: the place where delivery of the Goods is to take place under condition 4.
- 1.8. Goods: any goods agreed in the Contract to be supplied to the Buyer by GaiaKraft (including any part or parts of them).
- 1.9. Invoice Address: the address to which GaiaKraft’s invoice will be sent.
- 1.10. Production Schedule: the production timetable agreed between the parties.
- 1.11. Quality Control Statement: a statement agreed between the parties regarding the quality of the Goods. This Quality Control Statement may be included in the Sales Order or Proforma Invoice.
- 1.12. Sales Order: the sales order that is provided to the Buyer providing details of orders that will be produced that have been accepted by the Buyer as per the quotation.
- 1.13. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.14. Words in the singular include the plural and in the plural include the

singular.

- 1.15. A reference to one gender includes a reference to the other gender.
- 1.16. Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

- 2.1. Subject to any variation under condition 2.3 the Contract shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any sales order, confirmation of order, specification or other document).
- 2.2. No terms or conditions endorsed on, delivered with (electronically or otherwise) or contained in the Buyer's sales order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3. These terms and conditions apply to all GaiaKraft sales (save sales from GaiaKraft website when applicable which will be subject to separate terms and conditions) and any variation to these terms and conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of GaiaKraft. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of GaiaKraft, which is not set out in the contract. Nothing in this condition shall exclude or limit GaiaKraft's liability for fraudulent misrepresentation.
- 2.4. Each order or acceptance of a quotation for Goods by the Buyer from GaiaKraft shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5. No order placed by the Buyer shall be deemed to be accepted by GaiaKraft until a written acknowledgement by way of the Sales Order is issued by GaiaKraft.
- 2.6. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate and meets its requirements.
- 2.7. For the avoidance of doubt, the process for entering into a contract is as follows:
 - 2.7.1. The Buyer specifies to GaiaKraft the goods it wishes to order from GaiaKraft by way of email, fax or in any document such as a Purchase Order.
 - 2.7.2. GaiaKraft provides a quotation to the Buyer in accordance with the Buyer's requirements. Any quotation is valid for a period of 30 days only from its date, provided that GaiaKraft has not previously withdrawn it. Any quotation is given on the basis that no Contract shall come into existence until GaiaKraft accepts an order by dispatching a Sales Order or Proforma Invoice (as

- per Condition 2.7.5) to the Buyer.
- 2.7.3. The Buyer approves or rejects the quotation. Should the Buyer wish to accept the quotation, it must sign and date the quotation and sends it to GaiaKraft. In the event that the Buyer accepts the quotation, GaiaKraft will provide the Buyer with the Sales Order accompanied by the Sample Approval Form if applicable at that time detailing any appropriate sample, artwork, layout, proof and/or material swatch.
 - 2.7.4. The Buyer returns the quotation signed and dated and returns them to GaiaKraft.
 - 2.7.5. GaiaKraft will, if it decides to accept the Buyer's order, send Sales Order or Proforma Invoice together with details of deposits amount (if applicable) for the order to be paid by the Buyer.
 - 2.7.6. The Buyer shall transfer the required deposits amount (if applicable) to GaiaKraft and provide documentary proof of such deposit made. It is at this point that a Contract shall be considered to have been entered into by the parties. GaiaKraft shall not accept any orders placed by the Buyer unless the Buyer has signed, dated and returned the quotation.

3. DESCRIPTION

- 3.1. The quantity of the Goods shall be as set out in GaiaKraft's quotation and reconfirmed in the Sales Order or Proforma Invoice.
- 3.2. The Buyer acknowledges that by signing the Sample Approval Form it will be deemed to have checked and agreed the samples, artwork, layout, proof and/or material swatch and production will commence according to that Sample Approval Form. The Sample Approval Form shall form part of the Contract.
- 3.3. If the Buyer wishes to place a repeat order of the Goods, it must sign a further Sample Approval Form and Sales Order for each repeat order. Each further sample may incur a charge as set out in the quotation. Some slight colour and/or board variations in the Goods may occur in repeat orders and GaiaKraft will endeavour to advise the Buyer where this occurs. In signing the further Sample Approval Form the Buyer acknowledges and accepts that on repeat orders some slight colour and/or board variations in the Goods may occur and that GaiaKraft shall not be liable for any such variation.

4. DELIVERY

- 4.1. Unless otherwise agreed in writing by GaiaKraft, delivery of the Goods shall take place at the Sales Order Address or Proforma Invoice Address or Invoice Address (the 'Delivery Address'). Should there be any Delivery Charge indicated on the

Sales Order, it will apply and the Buyer will be responsible for any and all insurance during transit charges. If delivery is required at an address other than the Delivery Address, the Buyer shall advise GaiaKraft of this in writing at least 5 working days before the Specified Date.

- 4.2. GaiaKraft will endeavour to deliver the Goods by the Specified Date as set out in the Sales Order. However, GaiaKraft reserves the right to deliver the Goods up to 10 working days later than the Specified Date without penalty to GaiaKraft and time for delivery shall not be made of the essence by notice. If there is no Specified Date, delivery shall be within a reasonable time. Deliveries are made Monday to Friday during working hours. GaiaKraft reserves the right to charge extra for a timed delivery, or to refuse to offer this service if inconvenient.
- 4.3. Subject to the other provisions of these conditions GaiaKraft shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by GaiaKraft' negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 60 days. When goods are delivered, you will be asked to sign a receipt by the Carrier. You MUST count the quantity and check the condition of the parcel (s) against the quantity you are signing for as under delivery and damaged exterior packaging affecting the quality of the contents cannot be claimed after a signature has been received. Deliveries that are late or damaged due to Carrier error cannot be recovered from GaiaKraft by the Buyer except for the maximum amount that has been insured for. It is the Buyer's responsibility to advise us to quote and then accept the quotation for additional insurance before the goods leave to cover the value of the goods if so required.
- 4.4. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or GaiaKraft is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisations:
 - (a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by GaiaKraft's negligence);
 - (b) The Goods shall be deemed to have been delivered; and
 - (c) GaiaKraft may store the Goods until delivery, at the standard prevailing storage charge (plus VAT) per pallet (or part thereof) day, whereupon the Buyer shall be liable for all related costs and expenses including insurance.
- 4.5. The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment (including forklift equipment) and manual labour for unloading the Goods. The Buyer should advise GaiaKraft at least 5 working days in advance if

help or equipment is required to unload goods and GaiaKraft will adjust delivery charges accordingly. The delivery driver may at his discretion assist the Buyer to unload the Goods if the necessary equipment is not available.

- 4.6. It is the Buyer's responsibility to ensure that there is adequate access for delivery and that delivery is conducted in a timely fashion. GaiaKraft reserves the right not to deliver the Goods if the delivery point is not suitable for delivery. The Buyer may incur additional charges if the delivery is delayed because of an act or omission by the Buyer, its employees or agents. If GaiaKraft or the appointed delivery company cannot deliver at the Delivery Address (or other agreed address) the Buyer must arrange collection from GaiaKraft's chosen place of storage and the Buyer will incur the prevailing storage charge per day of storage.
- 4.7. If GaiaKraft delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity or amount value set out in the relevant Sales Order, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract price.
- 4.8. GaiaKraft may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

- 5.1. The quantity of any consignment of Goods as recorded by GaiaKraft upon dispatch from GaiaKraft's principal place of business (or that of any third party) shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. GaiaKraft (and/or its subcontracted party) will check that the order is dispatched in full and in good order. The Buyer must sign for all deliveries. The Buyer must count and check all cartons for visible exterior damage that may have affected the carton contents before a signature is submitted. Deliveries that are late or damaged due to carrier error cannot be recovered from GaiaKraft by the Buyer more than the insured amount arranged by GaiaKraft per delivery. Delivery charges may be quoted separately and it is expected that Recipients of the goods have full unloading facilities including access to property, forklift, pump trucks and labour to unload. Drivers are not permitted to aid unloading (and quoted for) unless agreed in writing in advance of dispatch. Restrictions on pallet dimensions including heights must be made clear at the time of placing the order, otherwise our standard pallets are on various bases (from 800mm

- 120mm) with a maximum height of 1.9m.
- 5.2. GaiaKraft shall not be liable for any non-delivery of Goods (even if caused by GaiaKraft's negligence) unless the Buyer gives written notice to GaiaKraft of the non-delivery within 10 working days of the date when the Goods would in the ordinary course of events have been received.
 - 5.3. Any liability of GaiaKraft for non-delivery or delivery of Goods which are defective from a technical point of view shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract price against any invoice raised for such Goods.
 - 5.4. If defective Goods are to be collected from the Buyer, GaiaKraft will make arrangements with the Buyer to collect these at GaiaKraft's costs. No refunds or replacement goods will be given unless all Goods are received by GaiaKraft in the same condition that they were originally received by the Buyer.

6. RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until GaiaKraft has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Goods; and (b) all other sums which are or which become due to GaiaKraft from the Buyer on any account including but not limited to sample, mould or prototype charges.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as GaiaKraft's bailee; (b) store the Goods (at no cost to GaiaKraft) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as GaiaKraft's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and (d) maintain the Goods in satisfactory condition and keep them insured on GaiaKraft's behalf for their full price against all risks to the reasonable satisfaction of GaiaKraft. On request the Buyer shall produce the policy of insurance to GaiaKraft.
- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions: (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and (b) any such sale shall be a sale of GaiaKraft's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if: (a) the Buyer has a bankruptcy order made against

him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in the local insolvency laws) or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between GaiaKraft and the Buyer, or is unable to pay its debts within the meaning of the local insolvency laws or the Buyer ceases to trade; or (c) the Buyer encumbers or in any way charges any of the Goods.

- 6.6 GaiaKraft shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from GaiaKraft.
- 6.7 The Buyer grants GaiaKraft, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.8 Where GaiaKraft is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by GaiaKraft to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract, howsoever caused, GaiaKraft' (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. PRICE

- 7.1 Unless otherwise agreed by GaiaKraft in writing, and subject to conditions 4.7 and 4.8, the price for the Goods shall be the price set out in the Sales Order.

- 7.2 Unless otherwise agreed, the price for the Goods shall be exclusive of any and all costs or charges in relation to repeat orders, packaging, loading, unloading, carriage, storage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods. Prices for any samples, moulds or prototypes shall be included in the quotation.
- 7.3 All sums in this Contract shall be exclusive of VAT and any other taxes and duties which shall be payable by the Buyer at the prevailing rate.

8. PAYMENT

- 8.1 After the Sample Approval Form or the Contract has been signed and prototypes, moulds or samples have been produced based on the signed Sample Approval Form (whichever is earlier), the Buyer is not entitled to refuse to accept any goods that have been produced or cancel the Contract or any order or any repeat order made under the Contract. This term shall apply to any part orders or part shipments also.
- 8.2 Payment terms are specific to the order and the Buyer. The following terms apply to non account customers: (a) Non-account customers: The Buyer is required to pay the Deposit (up to 100%) at the time GaiaKraft receives the signed Sales Order. The balance of the order must be paid before GaiaKraft dispatches the goods (b) Account Customers; Terms will be confirmed in writing before the order is accepted. Payment terms may not be changed mid-way through order. GaiaKraft has the discretion to accept or refuse any variation to the payment terms.
- 8.3 If GaiaKraft is unable to supply the Goods and/or offer suitable replacement goods, it shall advise the Buyer in writing and shall return the Deposit within 7 days of such notice deducting any costs of sampling or mould charges.
- 8.4 Account customers (those customers who have received written confirmation from GaiaKraft that they have been granted an account), shall ensure that GaiaKraft has cleared funds of the outstanding amount within the credit time limit agreed, from which the date of the invoice counts as Day 1. Early settlement discounts will not be applied to invoices unless it has been stated on sales order confirmations/purchase order and agreed by GaiaKraft before production starts.
- 8.5 The terms applicable to the Buyer under condition 8.2 or 8.4 will be specified on the Sales Order.

- 8.6 Subject to condition 8.10, payment of the price for the Goods is due in Euros and can be made by cheque or Bank transfer, the Buyer paying any associated bank transfer charges. A Bank transfer should be made to the account set out in condition 8.7. Details of the account number will be stated on the quotation and/or the Invoice.
- 8.7 Currencies other than Euros can be accepted will be quoted at time of order and the value will be set on date of sales order raised. Currencies are calculated as daily average supplied by HSBC on day of raised sales order. For production of goods not produced in Europe, we reserve the right to increase the unit cost if the sales order is not signed within 24 working hours of date. Clients will not be affected by currency fluctuations once the sales order is confirmed UNLESS payment is received late at which point, a surcharge will be raised at the new exchange rate for the total value of the invoice. Delivery will not be made until the full balance is cleared. Should the exchange rate be in Euros favour, the invoice will not be credited in any way.
- 8.8 Time for payment shall be of the essence.
- 8.9 No payment shall be deemed to have been received until GaiaKraft has received cleared funds.
- 8.10 All payments payable to GaiaKraft under the Contract shall become due immediately on its termination despite any other provision.
- 8.11 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order an amount equal to such deduction to be paid by GaiaKraft to the Buyer.
- 8.12 If the Buyer fails to pay GaiaKraft any sum due pursuant to the Contract, GaiaKraft reserves the right to claim interest under any prevailing laws for interest applicable to the late payment of commercial debts. In the event that GaiaKraft engages debt collection agents to obtain payment, the Buyer will be required to pay all fees and charges incurred in collecting such debt.

9. QUALITY

- 9.1 The Buyer must check all deliveries at the time of delivery and advise GaiaKraft in writing, within 48 hours of any defects or incorrect quantities. GaiaKraft shall not be liable for any defects in the Goods unless GaiaKraft is

given a reasonable opportunity after receiving the notice of such defects to examine the Goods and the Buyer (if asked to do so by GaiaKraft) returns such Goods to GaiaKraft's place of business or where the goods were manufactured to be determined by GaiaKraft at the Buyer's cost for the examination to take place there. If the Goods or part of them are defective GaiaKraft will at its discretion provide the Buyer with replacement goods for the defective goods and the cost of delivering the defective goods back to GaiaKraft. In the event that the quantity of goods delivered falls short or exceeds the Goods ordered beyond the amount permitted in condition 4.7, GaiaKraft will at its discretion provide the Buyer with either a credit note or a refund to the value of the undelivered goods.

- 9.2 GaiaKraft shall not be liable for any defects in the Goods if: (a) the Buyer makes any further use of part or all of such Goods after giving such notice; or (b) the defect arises because the Buyer failed to follow GaiaKraft's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or (c) the Buyer alters or repairs such Goods without the written consent of GaiaKraft.
- 9.3 Subject to conditions 9.1 and 9.2, if any of the Goods do not conform with their description as set out in the Sample Approval Form or the Sales Order, GaiaKraft shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract price provided that, if GaiaKraft so requests, the Buyer shall, at GaiaKraft's expense, return the Goods or the part of such Goods which are defective to GaiaKraft.
- 9.4 If GaiaKraft complies with condition 9.3 it shall have no further liability in respect of such Goods.
- 9.5 Any defective or incorrect Goods replaced shall belong to GaiaKraft.
- 9.6 Custom made goods are guaranteed for a maximum period of 6 months from date of delivery. If specialist needs ought to be considered in the design of the product (e.g. maximum weights, compliance of material, storage at temperatures of less than 5 degrees centigrade or more than 25 degrees centigrade, exposure to bright light or use or storage in damp conditions), this should be made clear (in writing) at time of briefing.

10. LIMITATION OF LIABILITY

- 10.1 Subject to conditions 4, 5 and 9, the following provisions set out the entire financial liability of GaiaKraft (including any liability for the acts or omissions of its employees, agents and sub- contractors) to the Buyer in respect of: (a) any breach of these conditions; (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and (c) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by the local statutory provisions on the Sale of Goods) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of GaiaKraft: (a) for death or personal injury caused by GaiaKraft negligence; or (b) for any matter which it would be illegal for GaiaKraft to exclude or attempt to exclude its liability; or (c) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3: (a) GaiaKraft's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and (b) GaiaKraft shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. ASSIGNMENT

- 11.1 GaiaKraft may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of GaiaKraft.

12. FORCE MAJEURE

- 12.1 GaiaKraft reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of GaiaKraft including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot,

civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to GaiaKraft to terminate the Contract.

13. GENERAL

- 13.1 These Terms and Conditions, the Sample Approval Form, the Proforma Invoice, the Sales Order and (where applicable) any Quality Control Statement, Shipping Schedule and Production Schedule shall constitute the entire Contract between the parties in relation to Goods set out on the Sales Order.
- 13.2 The Contract may be varied by agreement only and in writing only. Any special conditions attaching to the Contract should be expressly stated in the Sales Order.
- 13.3 Each right or remedy of GaiaKraft under the Contract is without prejudice to any other right or remedy of GaiaKraft whether under the Contract or not.
- 13.4 If any provision of the Contract 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 the Contract and the remainder of such provision shall continue in full force and effect.
- 13.5 Failure or delay by GaiaKraft in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.6 Any waiver by GaiaKraft of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of any prevailing statutory provisions relating to rights of third parties for contracts by any person that is not a party to it.
- 13.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Hong Kong law and the parties submit to the exclusive jurisdiction of the Hong

Kong courts.

14. COMMUNICATIONS

- 14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid registered post, by fax or by email: (a) (in case of communications to GaiaKraft) to its principal place of business in that relevant country or such changed address as shall be notified to the Buyer by GaiaKraft; or (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (c) (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to GaiaKraft by the Buyer.
- 14.2 Communications shall be deemed to have been received: (a) if sent by pre-paid registered post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or (b) if delivered by hand, on the day of delivery; or (c) if sent by fax on a working day prior to 4 pm, at the time of transmission and otherwise on the next working day; or (d) by email received between 9am and 5pm. Communications addressed to GaiaKraft shall be marked for the attention of the accounts manager as named on the Sales Order.

©2010 GaiaKraft.