

L1 BIOFINISHING SYSTEM

SERVICES AGREEMENT

L1TM Service Plan

DATE _____

CONTRACT # _____

CONTRACT TERM (YEARS) _____

INCOTERMS _____

BUSINESS LEGAL NAME _____ DBA _____

WEBSITE _____

VAT # _____ EORI _____

COMMITTED PRODUCTION VOLUME (000 SQ FT)																				
Q#/YEAR	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
# SQ FT																				
YES / NO	INCLUDED SERVICES										DESCRIPTION									
<input type="checkbox"/> <input type="checkbox"/>	CREATIVE & TECHNICAL FIELD SUPPORT										Article and finish recipe development, lab testing, field transfer and implementation at customer facilities.									
<input type="checkbox"/> <input type="checkbox"/>	MARKET DEVELOPMENT SERVICES										License to brand assets and access to Evolved By Nature's advertising, graphic design and promotional services.									
<input type="checkbox"/> <input type="checkbox"/>	PROCUREMENT SERVICES										EBN will build and reserve ready-to-ship product inventory to meet agreed upon production volumes.									
<input type="checkbox"/> <input type="checkbox"/>	BASE COAT TM SYSTEM										Includes all Base Coat TM System concealer chemistry in kit (excluding pigments) at no charge and any additional auxiliaries required to finish leather.									
<input type="checkbox"/> <input type="checkbox"/>	TOP COAT TM SYSTEM										Includes all Top Coat TM System finishing chemistry in kit (excluding diluting solvents) at no charge and any additional auxiliaries required to finish leather.									

The following components and auxiliaries excluded from Service Kits: Dyes, Pigments and diluting solvents of Water and Ethanol.

IMPORTING & DUTIES☐

DDP (DELIVERED DUTY PAID, EXPORT)

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DAP (DELIVERED AT PLACE, INTRA-REGIONAL)

In witness whereof, the parties here to have caused this agreement to be executed by their duly authorized representatives effective as of the effective date.

EVOLVED BY NATURE APPROVAL SIGNATURE

CUSTOMER SIGNATURE

NAME _____

NAME _____

TITLE _____ DATE _____

TITLE _____ DATE _____

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EVOLVED BY NATURE SALES AGENT SIGNATURE

NAME _____

TITLE _____ DATE _____

CONTACT INFORMATION**MAIN CONTACT**

NAME _____

EMAIL _____

PHONE # _____

SHIPPING LOGISTICS CONTACT

NAME _____

EMAIL _____

PHONE # _____

ACCOUNTS PAYABLE

NAME _____

EMAIL _____

PHONE # _____

BROKER/FREIGHT FORWARDER

NAME _____

EMAIL _____

PHONE # _____

SHIPPING & BILLING INFORMATION**SHIPPING ADDRESS**

STREET _____

CITY _____ STATE _____

ZIP CODE _____ COUNTRY _____

PHONE # _____

BILLING ADDRESS

STREET _____

CITY _____ STATE _____

ZIP CODE _____ COUNTRY _____

PHONE # _____

**DOCUMENTS
NEEDED**☐

COMMERCIAL INVOICE

☐

PACKING LIST

☐

OTHER

☐

SAFETY DATA SHEET

☐

TECHNICAL DATA SHEET

PRODUCT LIST

		DESCRIPTION	SQ FT COVERED
Commercial Kit	L1™	<input type="checkbox"/> BASE COAT™ SYSTEM	200,000
Industrial Kit		<input type="checkbox"/> TOP COAT™ SYSTEM	50,000

ORDERS & INQUIRIESL1orders@evolvedbynature.com**MONTHLY USAGE REPORTS**L1orders@evolvedbynature.com**FINANCE**ap@evolvedbynature.com

*No payment for products will be due hereunder unless Buyer coats materials for use in finished goods or products ("Materials") using Seller's Products, provided that Buyer submits Monthly Usage Reports as required by Seller's Terms and Conditions. Buyer agrees to order from Seller Product sufficient to create Material quantities in accordance with the Committed Production Volume set forth above. Upon coating Materials using Seller's Products, the amount payable hereunder is the service fee noted above per square foot of Materials coated, which shall be paid in accordance with Seller's Terms and Conditions. Responsibility for costs of shipping and other costs shall be governed by Seller's Standard Terms and Conditions.

All prices are in United States currency unless otherwise noted. This Services Agreement ("Agreement") permits Buyer to submit Purchase Orders for Evolved by Nature, Inc. ("Seller") products ("Goods"). Seller shall have no obligation to accept Purchase Orders for Goods. Seller may accept a Purchase Order by processing shipment and issuing a shipment confirmation or by issuing to Buyer a Sales Order, in Seller's standard form, and the issuance of any such Sales Order shall constitute acceptance by Seller of the Purchase Order submitted by Buyer. Any terms and conditions of any Buyer Purchase Order shall be, and are hereby, rejected. This Services Agreement and any Sales Order shall be exclusively governed by Seller's production service Terms and Conditions available at <https://biotech.evolvedbynature.com/leather-finishing>, which are incorporated herein by this reference ("Production Service Terms and Conditions"). Buyer's signature hereto constitutes acceptance by Buyer of Seller's Terms and Conditions for all Sales Order issued hereunder. Any terms in any Sales Order, or any attachment to a Purchase Order for any Sales Order, added by Buyer which purports to modify or conflicts with this Agreement or Seller's Terms and Conditions is void and is superseded by Seller's Terms and Conditions unless expressly agreed to by Seller and Buyer in writing executed by the parties. Buyer shall use commercially reasonable efforts to coat at least the annual production volume noted above worth of Materials with Goods during each year of this Agreement. Any capitalized terms used but not defined herein shall have the meanings ascribed to them in Seller's Terms and Conditions.