

TERMS AND CONDITIONS

WAYS TO PLACE AN ORDER

- 1) **Call Customer Service at 1-800-669-8877**
(Office Hours: 7:00 AM – 5:00 PM, Mountain Time, Mon-Fri)
- 2) **Fax the Easy Order to 1-800-767-8514**



If this is your first time ORDERING, you must complete a NEW ACCOUNT APPLICATION (available at www.nutraceutical.com or by calling Customer Service at the number above) and be approved as a Customer.

Please note that Nutraceutical has established customer standards (the "Standards") that each Customer must meet and continue to meet to order its products and/or brands, which are available only to Customers who meet the applicable Standards.

Nutraceutical reserves the right, in its sole discretion, to determine which Customers or potential Customers meet the Standards, to monitor whether a Customer continues to meet the Standards and to modify the Standards from time to time. The creation of the Standards and their administration and enforcement shall not be deemed under any circumstances to create any legal rights in any party other than Nutraceutical, or be enforceable by any party other than Nutraceutical. Nutraceutical also reserves the right, in its sole discretion, to sell to any party, to refuse to sell to any party, or to cease selling to any party regardless of whether such party meets the Standards.

ACCT# _____ LOC# (if any) _____ STORE NAME _____
YOUR NAME _____ PHONE (____) _____ DATE _____

TERMS AND CONDITIONS OF SALE

1. Terms of Sale. Customer's orders are submitted to Nutraceutical Corporation ("Company") with respect to products to be purchased hereunder (the "Products") and will be governed by these terms and conditions (the "Terms and Conditions"). Nothing contained in any purchase order or other correspondence will in any way modify these Terms and Conditions or add any additional terms or conditions, all of which are hereby expressly rejected by Company. By placing an order or accepting Products, Customer will be deemed to have: (i) accepted and agreed to these Terms and Conditions, and (ii) certified that Customer meets and will continue to meet the Standards. These Terms and Conditions may be revised at any time by Company, and orders submitted after such revisions will be governed by the revised Terms and Conditions. The most current Terms and Conditions of Sale are available on the Company's website at www.nutraceutical.com. Company has the right at any time to revise the prices of the Products without notice. Such revisions will apply to all orders received thereafter.
2. Order and Acceptance. No order will be binding upon Company until accepted by Company at Company's offices in Utah, and Company will not have liability to Customer with respect to purchase orders that are not accepted. Shipment of an order will be deemed to constitute Company's acceptance thereof. Products purchased from Company are not for sale or resale outside the United States without Company's prior written consent, which may be withheld at Company's discretion.
3. Payment. Unless credit terms have been established, Company requires payment in advance by Visa, MasterCard, American Express, Discover or C.O.D. With regard to C.O.D. orders, those less than \$500 will incur C.O.D. fees and larger C.O.D. orders must be paid with a credit card or a cashier's check. To establish credit, a complete credit application is required. Upon approval and as to orders within credit limits, terms will be net 30 days from date of invoice unless a different period is stated on the invoice. Company will not be required to make any shipment until payment is made consistent with the terms hereof. All payments hereunder will be in U.S. dollars. Any amounts owing hereunder and not paid on a timely basis will bear interest at a rate of 1.5% per month from date of shipment, which is an annual percentage rate of 18% per annum, or at the highest rate permitted by law, whichever is lower. Returned checks may be submitted for collection and are subject to a \$25 returned check fee. Failure to pay the invoiced amount in full on the terms specified herein will void any and all discounts given and Customer will be liable for Company's standard wholesale pricing. Customer will pay all of Company's costs and expenses (including attorneys' fees, court costs and collection costs) incurred to collect any amounts owing to Company. The Company reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.
4. Shipping. There are no shipping charges for orders of \$125 or more shipped by ground via UPS, DHL, FedEx, USPS or other common carrier. However, Customer is responsible for shipping costs and C.O.D. fees for orders under \$125, and for the cost of special shipping arrangements (such as 2 day, 3 day and overnight delivery by Air) or packaging requested by Customer. Subject to the foregoing, all Products will be suitably packed for shipment in Company's standard shipping cartons and delivered to Customer F.O.B. Company's shipping dock, with passage of title occurring upon delivery to the carrier. Shipping costs and C.O.D. fees may be based on estimates by Company and typically are stated on the invoice or quoted at time of order.
5. Risk of Loss and Delivery. Liability for loss or damage passes to Customer upon delivery to the carrier but Customer assigns to Company any claim for damage or loss that occurs during shipping or prior to the date Customer accepts the Products. Shipping and delivery dates are approximate only. Company will not be liable for any loss or expense (consequential, incidental or otherwise) incurred by Customer (or any of its customers) if Company fails to meet such dates for any reason.
6. Taxes. Customer's purchase price does not include any federal, state, provincial, local or other taxes or fees that may be applicable to the sale or shipment of the Products, all of which will be the sole responsibility of Customer. Company may either require prepayment of such taxes or fees, or add them as a line item on its invoice, and Customer will reimburse Company for the same within 15 days of the date of the invoice. If a taxing authority later determines such taxes are owing, Customer shall promptly pay or reimburse Company for the same.
7. Inspection of Products. Customer will inspect all Products promptly upon receipt. Any Products that fail in a material way to meet applicable specifications must be rejected in writing within 30 calendar days of receipt of Products by Customer or they will be deemed accepted.
8. Returns and Credits. No Products may be returned for credit or refund without prior authorization of Company. A 20% restocking charge will be assessed on shipments or products refused or returned within 30 days of shipment date, unless the return is for properly rejected Products. If Company decides at its sole discretion to accept a return of any Products more than 30 days after the shipment date, a 30% restocking charge will be assessed on all such returns for products purchased within the prior 12 months, or a 40% restocking charge if more than 12 months. No expired Products may be returned under any circumstances. In no event will Company be liable for replacement of Products which have been damaged or abused by Customer or its agents, or which have additional labels or price tags applied. No credits may be taken by Customer without the express written consent of Company. Company will not authorize credit for any Products that have been destroyed or discarded by Customer without Company's prior consent.
9. Warranty and Disclaimer. Customer's sole remedy for defective product shall be a refund of the purchase price. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR QUALITY OR THEIR MERCHANTABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR THE COST OF PROCUREMENT FROM THIRD PARTIES OF ANY SUBSTITUTE GOODS. THE MAXIMUM LIABILITY OF COMPANY HEREUNDER SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY.
10. Security Interest. Customer hereby grants, and Company hereby reserves, a security interest in the Products until the purchase price has been paid, foreclosable in accordance with applicable law.
11. Contingencies. Company will not be liable for any delay in performance or for nonperformance in whole or in part caused by the occurrence of any contingency beyond the control either of Company or Company's suppliers.
12. Governing Law. The validity, construction and performance of this contract and the transactions to which it relates will be governed by the laws of the State of Utah without regard to conflict of law principles. All actions, claims of legal proceedings in any way pertaining to this contract or such transactions will be commenced and maintained in the courts of Utah or in a federal court of the United States physically situated in Utah.
13. Other. The rights accruing to Company hereunder will be deemed for the benefit of Company and its affiliates and subsidiaries.

Please see www.nutraceutical.com for the most current Terms and Conditions and other information.

NOTE:

In keeping with our shipping policy, it is not possible to add to your order once your call has been completed.