

# 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 Nutraceutical's 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. 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 in writing by Company at Company's offices in Utah, and Company will have no 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.
- 3. Payment.** Unless a line of credit has been established, Company requires payment in advance by Visa, MasterCard, American Express, Discover or C.O.D. (C.O.D. orders may be paid with a Customer check if under \$500; if equal to or greater than \$500, a credit card or a cashier's check is required). To establish credit, a completed credit application is required. Upon approval and as to orders within credit limits, terms are net 30 days from date of invoice, except as otherwise agreed in writing by Company. Company will not be required to make any shipment until payment is made consistent with the terms hereof. Unless otherwise agreed to by Company, 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, 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 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 net orders of \$125 or more shipped by ground via UPS, DHL or Fed Ex or other common carrier. However, Customer is responsible for shipping costs and C.O.D. fees for net 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.
- 5. Delivery.** 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. Customer will be billed for the freight costs if a package is refused, and for a 20% restocking charge.
- 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 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 40% handling and return charge will be assessed on all such returns. No expired Products may be returned under any circumstances. Customer will be responsible for all shipping charges for any returned Products, except those that are properly rejected within 30 days and returned with prior authorization. In no event will Company be liable for replacement of Products (or for shipping charges) 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.
- 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 or 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.

## CUSTOMER SERVICE – ORDER PROCESSING INFORMATION

**PHONE: 1-800-669-8877**

**FAX: 1-800-767-8514**

**HOURS: MON-FRI, 7:00 AM - 5:00 PM (MST)**

**FREE SHIPPING ON NET ORDERS OVER \$125**

