

TERMS AND CONDITIONS

1. **Entire Agreement.** This document together with the Credit Profile Application and Agreement signed by customer (“Customer”), which are collectively referred to herein as the “Agreement”, contains all of the terms and conditions relating to the sale of products by Celvitali International (“Seller”) to the Customer and constitutes a legally binding agreement between Seller and Customer. The Agreement supersedes all prior proposals (oral and written), negotiations, commitments, and other communications between Seller and Customer relating to the sale of Products by Seller to Customer. The Agreement may not be modified except by a written document that is signed by Customer and an authorized representative of Seller. The Agreement may not be altered by subsequent course of performance between the parties.

2. **Orders.** From time to time Customer may submit an order (“Order”) to purchase products from Seller. Orders may be accepted or rejected in Seller’s discretion. Orders are non-cancellable once shipped by Seller. Unless agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any term or condition in any Order or other document submitted by Customer that differs from or adds to the terms of the Agreement.

3. **Price.** Prices quoted by Seller are for the product only, and do not include applicable freight, handling, insurance, custom duties, or federal, state or local excise, sales, use or other similar taxes, all of which are the responsibility of Customer and shall be added to Customer’s invoice as applicable. All product sales may be considered taxable unless, prior to sale, Customer provides Seller with a valid tax exemption certificate. Seller may change prices without notice at any time prior to acceptance of an Order from Customer.

4. **Payment.** The purchase price of each Order will be due and payable in full by Customer within thirty (30) days from the date of Seller’s invoice, unless a longer payment period is agreed to in writing by Seller’s Credit Manager or as otherwise indicated below. If Seller deems itself insecure with respect to Customer’s performance under an Order for absence of established credit or otherwise, or Customer is in breach of the Agreement or any Order, Seller may require advance cash payment or satisfactory security from Customer, and Seller may withhold any product shipments until Seller receives such payment or security. Seller is not required to extend credit to Customer and at any time may review Customer’s payment terms and/or credit limit. Additionally, if Seller does not receive payment when due, Seller may (a) charge Customer interest at the rate of 1.5% per month on all unpaid and delinquent amounts or the maximum rate allowed by law, whichever is less, (b) require payment in advance or place Customer’s account on credit hold, (c) stop product shipments, and/or (d) pursue other remedies available at law or equity. Customer agrees to pay Seller’s reasonable costs of collection (including, without limitation, attorneys’ fees and court costs) if any unpaid and delinquent amount is turned over by Seller to a collection agency. NSF checks will be subject to a \$25.00 processing fee. Any credits given to Customer which are not used within 90 days may be applied by Seller against Customer’s oldest invoices.

5. **Delivery.** All product shipments will be made F.O.B point of origin. Title will pass to Customer and risk of loss of the products is the responsibility of Customer when the products are delivered by Seller to the carrier. All claims for products damaged in transit must be filed by Customer with the carrier. Shipping or delivery dates provided by Seller are best estimates. Seller will have no liability whatsoever for costs, loss of profits, or any other incidental or consequential damages due to delay in delivery.

6. **Packing.** The products will be packaged in accordance with Seller's standard packaging practices.

7. **Inspection.** Customer must inspect the products upon delivery and notify Seller within 10 days of any discrepancies in quantity, sizing, or other omissions. Failure to give such notice will constitute acceptance of the products.

8. **Limited Warranty.** Subject to the terms below, Seller provides the following limited warranty for the products. Seller warrants to the purchaser that any products purchased will be free from defects in materials and workmanship during the warranty period applicable to each such product. Warranty periods, which vary by product, are located on Seller's website at www.celvitali.com or may be obtained by calling Seller's Customer Care Department. The warranty period commences on the date of shipment. Seller's sole obligation for this limited warranty is to repair or replace a defective product at no charge to Customer, or to credit Customer's account for the purchase price paid for the defective product, at Seller's discretion. This limited warranty does not apply if the defective product (i) is subject to abuse, neglect, misuse, or accident, (ii) has not been used in accordance with Seller's written instructions for use (IFU), (iii) was not purchased from Seller or an authorized dealer of Seller, or (iv) was modified from its original configuration or repaired or altered by anyone other than Seller or a person authorized by Seller. To make a warranty claim, Seller's Customer Care Department must be contacted within five days of discovery of the defect to obtain a return authorization number. Seller will be responsible for shipping costs on defective products that are under warranty which are returned by Customer to Seller with a return authorization number. Replaced or repaired product will be shipped to Customer at Seller's expense. Other warranty terms and limitations may apply to certain products, as described on Seller's website located at www.celvitali.com. SELLER HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES NOT SET FORTH IN THE FOREGOING LIMITED WARRANTY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, CAUSED BY ANY PRODUCT DEFECT WHETHER CLAIMS ARE BASED UPON TORT (INCLUDING NEGLIGENCE), WARRANTY, CONTRACT OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF SUCH POTENTIAL LOSS OR DAMAGE. TO THE EXTENT THE FOREGOING DISCLAIMERS ARE NOT ALLOWED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES WILL BE LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY APPLICABLE TO THE PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

9. **Returns.** Products which are not defective may be returned to Seller in accordance with Seller's standard return policy posted on Seller's website at www.icelvitali.com for credit minus a restocking charge of 15% of the purchase price. To be eligible for return, the product must be unopened, unused, and in the same condition as when received. No returns will be accepted without a return authorization number which may be obtained by calling Seller's Customer Care Department. Customer will be responsible for shipping costs when returning products to Seller. Altered, discontinued, or custom-made items which are not defective may not be returned to Seller.

10. **Assignment.** Customer may not assign the Agreement or any Order without Seller's prior written consent, and any such attempted assignment will be void.

11. **Applicable Law.** The Agreement, including any Order submitted hereunder, will be governed by laws of the State of California, United States of America, without regard to conflict of law principles thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement or any Order. The parties expressly consent, and submit themselves, to the exclusive jurisdiction of the state and federal courts of California, and it is agreed that the County of Orange County is a proper venue for the adjudication of any claim, action or dispute arising out of the Agreement or any Order.

12. **Export.** Customer agrees to comply with all export control laws. Customer agrees it will not directly or indirectly export, re-export, resell, ship or divert any products or provide services to any customers or countries for which the U.S. Government at the time of export or re-export had embargoed or which export or re-export requires a validated license or other governmental approval without first obtaining such license or approval. Customer will indemnify and hold Seller harmless for all claims, demands, damages, costs, fines, penalties, fees and other expenses and losses arising from Customer's failure, intentional or unintentional, to comply with the foregoing paragraph.

13. **Force Majeure.** If the performance of any part of the Agreement or any Order is prevented or delayed by reason of any cause beyond the control of Seller, Seller will be excused from such performance during the continuance of such happening or event.

14. **Taxes.** Customer is responsible for providing Seller with tax exemption certificates for all states to which Customer instructs Seller to deliver. Failure to provide applicable tax exemption certificates may result in Seller collecting and remitting applicable sales taxes from Customer.

15. **Miscellaneous.** Customer and Seller are independent contractors. Neither Customer nor Seller has any right to create any obligation or duty, express or implied, on behalf of the other. Product availability and specifications may be changed without notice at any time by Seller.