



ANUMED TERMS AND CONDITIONS OF SALE POLICY

1. PURCHASE ORDERS

Buyer and Seller hereby agree to the following set of Terms and Conditions (the "Terms and Conditions") for the sale of any goods and/or related services that are part of the goods, unless or until specifically modified in writing signed by both Parties referencing an amendment to these Terms and Conditions, notwithstanding references in any documents from Seller to other terms and/or conditions that conflict with these Terms and Conditions. If custom or private label goods are ordered, the Parties agree to the additional terms to these Terms and Conditions. Seller understands that Buyer may resell such goods to consumers or to affiliates or liquidators for resale via catalogs, mail order, telephone order, online order, outlet stores or other methods of resale.

2. PRICING

Buyer agrees that Anumed International retains the right to change and/or increase pricing for Goods upon written or oral notice to the Buyer. Such pricing changes shall apply to all orders that have not yet been delivered (as of the time of notice) to Buyer or Buyer's designated agent.

3. PAYMENT TERMS

The price for the purchase of Anumed's products (hereinafter "Goods") is as set forth on the face of Anumed's Sales Order or Sales Invoice. Payment of the full purchase price is due pursuant to the payment terms set forth on Anumed's Sales Order or Invoice. Terms are FOB point of origin (i.e., Anumed's manufacturing facility). Risk of loss shall pass upon Anumed's tender of Goods to the carrier. In addition to the purchase price of the Goods, Buyer shall pay any and all shipping, transportation, freight, rigging, delivery and/or drayage costs, as well as any and all other costs associated with the shipping and/or delivery of the Goods purchased pursuant to this Agreement. Buyer shall also be responsible for the cost of all Private Labels (i.e., non-ANUMED brand labels). Private Label orders are required to pay 50% at the time of placing the order, and 50% at the time of delivery. All amounts due for purchases from Seller, Anumed International, are payable at 3908 E Broadway Rd, Suite 110, Phoenix, AZ 85040. Invoices not paid when due shall be subject to a late charge equal to 1.5% of the amount of the invoice per month, or the highest lawful rate which may be charged to Buyer, whichever is higher. Net payment terms and discount periods shall be calculated from the Invoice date (as opposed to the actual delivery date and/or the date Buyer receives Anumed's invoice). Buyer's payment shall be deemed made upon Anumed's receipt of such funds. In the event Buyer does not strictly abide by the payment terms set forth herein, then Anumed shall, as a nonexclusive remedy, and in its sole discretion, have the right to either place a hold on all adequate prior financial arrangements, if applicable, and upon Seller's compliance with all terms of agreement, including payment terms and credit limits. Anumed's subsequent acceptance of payment shall not be deemed a waiver of any kind.

4. DELIVERY

Buyer will be notified of the approximate delivery and arrival date(s) of the Goods ordered, but Seller does not guarantee nor warrant a day of delivery, and Buyer does not rely on a specific delivery date in purchasing the Goods that are the subject of this Agreement. In the event of non-delivery, Buyer's exclusive remedy shall be a refund of only those monies paid for the undelivered load. Delayed loads may not be cancelled and/or deemed "undelivered loads" unless and until such delay exceeds 30 days. If the Goods are damaged in transit, and fail to arrive and are not delivered for that reason, Buyer's exclusively remedy for those delivered Goods shall be its own insurance, if any, without any refund due from Anumed. Direct shipments are subject to the terms and conditions of the manufacturer. A delivery charge may be assessed where delivery was attempted but not completed. Shipping charges are subject to sales tax and any amounts shall be added to the invoice for payment and are subject to change without notice.

5. CANCELLATIONS

Anumed maintain a firm Cancellation Policy. A full refund may be made, in Anumed's sole discretion, if the following conditions are met: 1.) Your item is a regular stock item and is not a Private Label item. 2.) Your order has not shipped. If the product has shipped, you will be responsible for all inbound and outbound shipping charges. These charges will be deducted from your refund. Anumed does not accept cancellations for Private Label or Special Order items. A 15% Restocking/ Handling Fee applies to Cancellations.

6. FAILURE TO TAKE DELIVERY

- a) If goods are ready for delivery and the Buyer/ Customer fails to take delivery at the time specified as the "Ship-Date" the Company shall be entitled to invoice the Buyer in respect of such goods forthwith; and to arrange to the Buyers expense for the handling and storage of such goods and for their insurance, from the date of the invoice to the date when the Buyer takes delivery or the Company disposes of the same and risk in the goods shall pass to the Buyer forthwith.

- b) If the Buyer fails to take delivery within thirty days of the date of the relevant invoice it shall be deemed to have repudiated the sale and without prejudice to any other right which it may have against the Buyer, Anumed shall be entitled to resell the goods forthwith. Anumed International shall have the right to charge a re-stocking fee to said order.

7. ACCEPTANCE

Buyer agrees to immediately inspect all incoming Goods upon delivery. Buyer further agrees that within ten (10) business days which Buyer agrees is a reasonable time, from delivery of the Goods to Buyer, Buyer shall notify Seller in writing of any nonconformity, defect or problem with the Goods or any other items delivered to Buyer. Buyer agrees that Buyer's failure to provide written notice to Seller within said time shall constitute Buyer's unequivocal acceptance of the Goods and agreement and acknowledgment that there is no nonconformity, defect or problem with the Goods.

8. INDEMNITY

Buyer agrees to defend, indemnify and hold Seller harmless from and against all claims arising out of or in any way related to this Agreement, and agrees to indemnify the Seller for any liability, loss, cost, expense, or other damage (including reasonable attorney fees) brought about by an injury or loss of any kind suffered by any person, entity or property as a result of any act, neglect, default, omission of either the Seller or Buyer or any of their agents, employees, resellers, distributors, retailers or other representatives, excluding the sole negligence or intentional misconduct of the Seller or the Seller's employees. This provision shall survive any termination of this Agreement and/or the Sellers security interests, as provided herein.

9. RETURN OF GOODS

Unless Seller shall have authorized or permitted, in writing, the return of any Goods, Seller shall not be obligated to accept any returns, exchanges or provide any credits for any Goods or part thereof. In the event Seller, in its sole discretion, allows the return of any Goods purchased pursuant to this Agreement, Buyer shall be obligated to pay a restocking charge equal to 15% of the purchase price.

10. CONFIDENTIALITY

Buyer acknowledges and understands that Buyer may come into possession of information or data which constitute trade secrets, know-how, confidential information or are otherwise considered to be secret of Anumed (hereinafter "Confidential Information"). In consideration of the receipt of such Confidential Information, Buyer agrees to maintain such Confidential Information in the utmost of confidence, use such Confidential Information solely in connection with the intended business relationship established hereunder and take all measures reasonable and appropriate to protect such Confidential Information. Buyer agrees to maintain the Confidential Information in confidence and shall not, nor shall it permit its employees, agents, and/or subcontractors to sell, transfer, publish, disclose, display or otherwise make accessible the documentation, or any copies thereof, or the services, in whole or in part, to any third party, or use the documentation or services for its own benefit or the benefit of others. Buyer recognizes and acknowledges that any breach or threatened breach of this Agreement by Buyer may cause Anumed irreparable harm for which monetary damages may be inadequate. Buyer agrees, therefore, that Anumed shall be entitled to an injunction or other equitable relief (with bond or other security) to restrain Buyer from such breach or threatened breach. Furthermore, should Buyer breach this Agreement and disclose Anumed's Confidential Information to a third party who incorporates the Confidential Information into its products and/or services, Buyer understands and acknowledges that Anumed's remedies shall be broad and include, but not limited to, an injunction or other equitable relief (with bond or other security), recover monetary damages from Buyer for the breach or threatened breach of this Agreement or seek disgorgement of any and all profits from the third party or parties who received Anumed's Confidential Information and any other remedy at law or in equity from any breach or threatened breach of this Agreement in order to place Anumed in the position it would have been but for the breach or threatened breach of this Agreement.

11. DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES AND CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL ANUMED BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS REVENUES, BUSINESS INTERRUPTION AND THE LIKE), ARISING FROM OR RELATING TO THE SUPPLY OF THE GOODS, THE CONDUCT OF BUSINESS UNDER OR BREACH OF THIS AGREEMENT, ANY PURCHASE ORDER, ANUMED'S CANCELLATION OF ANY PURCHASE ORDER OR ORDER(S), AND/OR THE TERMINATION OF BUSINESS RELATIONS WITH BUYER, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE SOUGHT IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE,



REGULATION OR ANY OTHER LEGAL THEORY OR LAW, EVEN IF ANUMED HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. ANUMED'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE LESSER OF THE COST OF REPAIR OR REPLACEMENT VALUE; PROVIDED HOWEVER, THAT UNDER NO CIRCUMSTANCES WILL LIABILITY EXCEED THE AMOUNTS PAID BY BUYER TO ANUMED UNDER THIS AGREEMENT.

Anumed shall not be liable for any damages or claims caused by or which arise out of or relate to the acts or omissions of a third party.

12. GOVERNING LAW; VENUE

VENUE: The law of the State of Arizona shall govern this sales transaction between the parties. No suit or action shall be commenced more than one year from the date of delivery of the subject product. Buyer and all related parties irrevocably submit to the personal jurisdiction of the Court of Maricopa County, Arizona and the service of process by certified mail, return receipt requested and regular mail to the above address or the last address identified by the Seller, effective two days after mailing.

18. ARBITRATION/ GOVERNING LAW/ VENUE

The parties expressly acknowledge and agree: (i) any and all claims, disputes or controversies between the parties will be resolved exclusively by confidential, final and binding arbitration, and not by court action; (ii) the arbitration shall be conducted by a single arbitrator in accordance with the Commercial Arbitration Rules and Mediation procedures of the American Arbitration Association ("AAA") effective on the date of loss; (iii) each party will pay half of any administrative fees (including, but not limited to, arbitrator's fees and expenses) and each party will be responsible for its own costs and fees, including, but not limited to, attorneys' fees (notwithstanding the foregoing, the prevailing party shall be entitled to recover pursuant to any prevailing party attorneys' fees or other costs provision included in this Agreement); (iv) this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA") to the extent it is not inconsistent with this Agreement (to the extent the FAA is inconsistent with this Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona only, without reference to or application of principles concerning conflicts of laws of any jurisdiction); (v) Venue for arbitration proceedings shall be at a AAA location in Phoenix, Arizona only (if it is deemed by AAA that venue shall be in a court, or in the event that venue is otherwise appropriate in a court (e.g., entry of an arbitral award as a judgment), venue shall be in the state of federal courts located in the County of Maricopa, State of Arizona only).

19. PRIVATE LABEL CONTENT.

Buyer shall be responsible for all Private Label Content which means any and all content that is incorporated into or displayed on the Product Packaging including, without limitation, any intellectual property, trademarks, service marks, trade names, trade dress, copyrights, patent markings, distinctive features, descriptions, pictures, letters, numbers, logos, artwork, product claims, representations, warranties, disclaimers, disclosures, statements, nutritional facts, ingredient list, words, phrases, advertising slogans or the like, whether provided or owned by Customer or licensed by Customer from a third party. Product Packaging means any and all components enclosing, encasing, and surrounding the Product including, without limitation, wrapping materials, plastics, shrink film, labels, bottle components, and caps, that can be used to display Product Label Content in compliance with all applicable federal, state and local laws, regulations and ordinances (whether criminal, civil, administrative or otherwise). Such laws include, but are not limited to, those dealing with or in any way related to misbranding, adulteration, trademarks, defective or improper warnings, customs, tradenames, intellectual property of any kind, copyrights, international label compliance and/or nutritional laws. Buyer represents that it has title and/or license to use any and all trademarks and any other intellectual property rights used on or in conjunction with Private Label Goods, and that it has the right to transfer such title and license to Anumed, as required herein. Buyer agrees to defend, hold harmless and indemnify Anumed for any claims, damages or losses (including reasonable attorney fees) arising out of or related to any breach of this provision. Buyer further acknowledges that in producing Private Label Goods, Anumed may, from time to time, produce overages and/or surplus and Buyer hereby grants Anumed the right and license to transfer, sell, dispose of and/or donate any such Private Label Good overages or surplus to any third party, in its sole discretion. Under no circumstances shall Anumed be liable for, and Buyer shall indemnify, defend and

hold Anumed harmless from and against, any and all third party claims, suits, demands, actions, settlements, costs and fees (including reasonable attorney fees), liabilities, losses and expenses of any kind whatsoever ("Claims"), including, but not limited to Claims for death, personal injury, or property damage, arising out of, resulting from or otherwise in connection with the Buyer's Product Label Content that is either displayed on or incorporated into the Product Packaging, including, without limitation, any Claims; (i) that the Private Label Content infringes on the intellectual property of another; (ii) for misbranding, false or misleading advertising (including, but not limited to, comparative, environmental) unfair competition, unfair business practices, or adulteration in connection with the Private Label Content; (iii) for defective, deceptive, missing, or improper warnings in the Private Label Content; (iv) that the Private Label Content violates any nutritional content or ingredient disclosure laws.

20. FOOD AND DRUG AND COSMETIC ACT.

The Goods provided hereunder are guaranteed, as of the date of shipment, (i) to be unadulterated and/or not misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the "Act"); and (ii) not to be Goods which may not, under the provisions of section 403 or 505 of the said Act, be introduced into interstate commerce. The aforementioned warranty shall not apply to Goods that are damaged, tampered with, improperly stored, or otherwise altered subsequent to delivery. Improper storage includes, but is not limited to, storing in direct sunlight, in an environment that is above Room Temperature, or in the proximity of solvents, cleaners and/ or chemicals. Room Temperature is defined by the US Pharmacopeia as being between 59-86 degrees Fahrenheit. Many countries have regulations governing sales, distribution, and/or use of Goods which may vary from U.S. requirements. Unless expressly acknowledged in writing, Anumed disclaims any warranty or guarantee that any label, packaging and/ or Goods complies with international regulations. THE WARRANTIES AND REPRESENTATIONS SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY RESPECTING THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT OR UNDER ANY OTHER THEORY AGAINST SELLER RESPECTING THE GOODS OR ACTIONS ARISING OUT OF THIS AGREEMENT ARE AS DESCRIBED HEREIN AND NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) SHALL BE AVAILABLE TO BUYER. SELLER SHALL HAVE NO FURTHER OBLIGATION OR LIABILITY WITH RESPECT TO THE GOODS OR THEIR SALE AND USE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES THE ASSUMPTION OF ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE GOODS. Buyer is expressly prohibited from making warranties or representations to third parties beyond what Seller has represented herein.

21. ATTORNEY'S FEES

In the event that litigation, judicial process or any other action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

21. INDEPENDENT REVIEW

Each party hereto acknowledges and represents that it has fully and carefully read this Agreement and is entering into this Agreement as a free and voluntary act.

ENTIRE AGREEMENT

The invoice and any documents referred to on the face hereof, constitute the entire agreement between the parties. Except as otherwise provided for herein, any changes must be agreed to in writing by Anumed International. These policies contain the terms and conditions of the sale of our products. By placing an order with us, you agree that these policies contain the final, complete and exclusive statement of the terms of agreement regarding the purchase of products from or through Anumed International, notwithstanding any terms or conditions contained in any prior or subsequent purchase order you use to place an order with Anumed International. Changes to this agreement are effective only in writing and signed or initialed by both Buyer and Seller. Upon notice to buyer, seller respecting future transactions may change these terms of sale. Clerical and mathematical errors are subjected to correction.