

Supportive Naturals, LLC – Wholesale Terms and Conditions of Sale

ALL TRANSACTIONS BETWEEN BUYER AND SELLER ARE GOVERNED BY THESE TERMS AND CONDITIONS OF SALE. ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM THESE SUPPORTIVE NATURALS, LLC (“SELLER”) TERMS AND CONDITIONS OF SALE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY BUYER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF SALE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S). THESE TERMS AND CONDITIONS OF SALE SHALL SUPERSEDE ANY TERMS CONTAINED ON SELLER’S WEBSITE.

1. FORMATION OF CONTRACT. By submitting an order in any form to Seller, you (the “Buyer”) agree to these Terms and Conditions of Sale, which are subject to revision from time to time by Seller. An order is deemed by Seller to be an offer to purchase, which Seller may accept or reject in its sole discretion. Seller’s acceptance of an offer to purchase is binding on Seller only if made by written instrument or, if not by written instrument, by shipment of the products ordered (and acceptance by shipment shall only be binding as to the portion of the order actually shipped by Seller). Notwithstanding the foregoing, Seller reserves the right to refuse, cancel or delay any order placed by Buyer and accepted by Seller when Buyer is delinquent in payments or when Buyer has failed to perform any of its material obligations under these Terms and Conditions of Sale. Any automatic or computer generated response to an order by Seller’s internal electronic data exchange system or otherwise shall not be deemed acceptance of an order. Seller’s acceptance is subject to these Terms and Conditions of Sale. Buyer and Seller agree that the terms of these Terms and Conditions of Sale shall prevail over any conflicting terms and conditions in an Order Confirmation, Seller’s acknowledgement, or any other document or response submitted by either Buyer or Seller.

2. CREDIT. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. Seller reserves the right to cancel any sale if Seller deems Buyer unable to pay for any products. Seller reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed Buyer, either generally or with respect to a particular purchase order, and may require cash payments in advance or security satisfactory to Seller.

3. COST OF DELIVERY, TAXES AND OTHER CHARGES. Buyer shall pay the costs of delivery of the products. Buyer shall pay all sales, use, excise or similar taxes, or other charges, which Seller is required to pay, or to collect and remit, to any Government (national, state or local) and which are imposed on or measured by the sale. Seller shall not be held liable to Buyer or any other party for any delay in shipment of any products purchased hereunder.

4. TRANSFER OF PROPERTY AND RISK OF LOSS. Seller retains the right and title to the products sold to Buyer until Seller is paid in full for the products. Buyer shall obtain the right and title to the products upon payment to Seller of the purchase price and any taxes, excise or other charges. The risk of loss, including, but not limited to the risk of loss, theft, damage or destruction of the products, transfers to Buyer FCA Seller’s shipping point.

5. NO SET-OFF. Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to Seller shall be made without Seller’s prior, express written approval.

6. PATENTS. Sellers reserves the right to discontinue deliveries of any products, the manufacture, sale or use of which would, in Seller’s opinion, infringe upon any U.S. patent, trade mark or design now or hereinafter issued, registered, or existing and under which Seller is not licensed.

7. INDEMNIFICATION. Buyer agrees to indemnify, defend, and hold Seller, along with the Seller’s affiliates, officers, directors, employees, subsidiaries, parent, agents, members, managers and permitted assigns, harmless from and against any and all third party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys’ fees and court costs, to the extent arising out of the Buyer’s (1) negligence or willful misconduct; or (2) material breach of any of the terms of these Terms and Conditions of Sale.

8. DISCLAIMER OF WARRANTIES. THE WARRANTIES SET FORTH HEREIN OR IN SELLER’S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY SELLER IN CONNECTION WITH THE PRODUCTS AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE SELLER IN WRITING. SELLER'S SOLE OBLIGATION FOR A REMEDY TO BUYER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

9. LIMITATION OF LIABILITY. No claim by Buyer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of product delivered or non-delivery, shall be greater in amount than the purchase price for the products in respect of which damages are claimed. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THESE TERMS AND CONDITIONS OF SALE MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

10. INSPECTION. Buyer shall inspect the products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Buyer to provide Seller with written notice of a claim within five (5) day from the date of delivery or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Buyer of all claims with respect to such products.

11. EXCUSES FOR NON-PERFORMANCE. If the manufacture, transfer or receipt by either party of any products covered hereby is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference, and neither party shall be liable to the other for default or delay in performing, except with respect to Buyer's payment obligations.

12. SELLER'S RIGHTS. If Buyer should fail in any manner to fulfill the terms and conditions hereof, Seller may refuse, cancel, delay or defer further shipments until such default is cured. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to Seller. If for any reason, the quantities of the products covered hereby or of any materials used in the production of the products reasonably available to Seller shall be less than Seller's total needs for its own use and for sale, Seller may allocate its available supply of products among its existing or prospective purchasers and/or its own departments, divisions and affiliates in such manner Seller deems proper in Seller's sole discretion, without thereby incurring liability on account of the method of allocation determined or its implementation or for failure to perform these Terms and Conditions of Sale.

13. CONFIDENTIALITY. Neither party shall make use of the other's Confidential Information (as hereinafter defined) for purposes other than the performance of its obligations under these Terms and Conditions of Sale. Each party shall protect the other party's Confidential Information by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care. The receiving party shall only disclose the Confidential Information to its employees, consultants and subcontractors who have a need to know such Confidential Information in order to perform its obligations under these Terms and Conditions of Sale. "Confidential Information" shall mean all information of either party not generally available to the public which is provided to the receiving party by the disclosing party or which the receiving party has access to or discovers in the performance of these Terms and Conditions of Sale, including but without limitation, all information relating to a party's products, business and operations including, but not limited to, business plans, financial records, customers, suppliers, vendors, products, costs, sources, strategies, inventions, procedures, forecasts, sales materials and data, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures,

distribution methods, inventories, marketing strategies, algorithms, designs, drawings, work sheets, blueprints, manufacturing processes, computer programs and systems and know-how or other intellectual property of a party and its affiliates that may be at any time furnished, communicated or delivered by a party to the other party, whether in oral, tangible, electronic or other form. All Confidential Information shall remain the property of the disclosing party. Confidential Information shall not include any information that: (a) was rightfully known to a party prior to disclosure by the other party; (b) is rightfully obtained by a party from a third party; (c) is made available by the disclosing party to the public without restrictions; (d) is disclosed by a party with prior written permission of the other party; (e) is independently developed or learned by the recipient party through legitimate means; (f) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; or (g) is disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction, or by the recipient in defense of a claim against the recipient. Each party will provide reasonable prior notice to the other, unless prohibited by applicable law, if it is required to disclose any of the other party's Confidential Information under operation of law, and such disclosure shall not constitute a breach of these Terms and Conditions of Sale.

14. INTELLECTUAL PROPERTY. If the Order Confirmation or other written acceptance by Seller contains a reference to "Private Label", then Buyer shall have no right to use Seller's logos, trademarks, and trade names (collectively the "Seller Marks"), in connection with the marketing, advertisement and sale of the products purchased hereunder. If the Order Confirmation or other written acceptance by Seller does not contain a reference to "Private Label", then Seller hereby grants to Buyer a revocable, non-transferable, non-exclusive, limited license to use Seller Marks solely in connection with the marketing, advertisement and sale of the goods purchased hereunder within the United States. Such license shall immediately terminate upon the expiration or termination of these Terms and Conditions of Sale. Seller shall strictly comply with all standards of use for the Seller Marks and must at all times display appropriate trademark and copyright notices as instructed by Seller. All media advertising, printed materials and electronic documents in which a Seller Mark is used must be submitted to Seller for review in advance and must not be distributed or used in any manner without the prior written approval of Seller. Buyer acknowledges and agrees that the Seller Marks and other intellectual property provided to Buyer by Seller, if any, are the sole and exclusive property of Seller. Buyer shall not acquire any right, title or interest under these Terms and Conditions of Sale in any patent, copyright, Seller Mark or other intellectual property right of any kind of Seller. No implied license, patent, copyright or other intellectual property right of Seller is granted under these Terms and Conditions of Sale or otherwise. Buyer will not register, create or use any mark or brand that is similar to the Seller Marks. Buyer shall not do anything that will in any manner infringe, impeach, dilute or lessen the value of the Seller Marks, patents, copyrights or other intellectual property of Seller or the goodwill associated therewith or that will tend to prejudice the reputation of the Seller or the sale of any of Seller's products.

15. NON-EXCLUSIVITY. The parties acknowledge and agree that this is a non-exclusive arrangement. As such, Seller is not prohibited from selling products that are either equivalent or substantially similar to the products purchased hereunder to any third party at any time, and Buyer is similarly not restricted from buying products that are either equivalent or substantially similar to the products purchased hereunder from any third party at any time.

16. GOVERNING LAW; VENUE. The UN Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions of Sale. The parties acknowledge and agree that these Terms and Conditions of Sale are entered into, and the location of the facilities where the goods are manufactured and sold hereunder, is the state of Colorado, U.S.A. The parties hereby agree that any and all matters of dispute between them regarding these Terms and Conditions of Sale, and all questions relating to its validity, interpretation, remediation and enforcement, whether arising from these Terms and Conditions of Sale or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of a contract, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract, shall be governed by, and the rights and responsibilities of the parties construed, and enforced in accordance with the laws of the State of Colorado, U.S.A. without regard to its conflict of laws principles, and shall be binding upon the parties hereto in the United States and worldwide. Any action arising out of these Terms and Conditions of Sale will be brought solely in any state or federal court located in Denver County, Colorado. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. All hearings, proceedings, and written and oral submissions made with respect to any legal proceedings between the parties arising out of these Terms and Conditions of Sale shall be in English. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THESE TERMS AND CONDITIONS OF SALE.

17. NO ASSIGNMENT. This contract between Buyer and Seller is not transferable by either party without the prior written consent of the other party, except that Seller may assign these Terms and Conditions of Sale without Buyer's consent if the assignment is to a to an affiliate or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Seller's assets.

18. COMPLIANCE WITH LAWS; EXPORT LAWS. Buyer and Seller each represent and warrant that they shall comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in its dealings with respect to the goods purchased hereunder. The parties acknowledge that the goods purchased hereunder may be subject to restrictions upon export from the United States and upon resale after export. Buyer therefore represents and warrants that it shall comply fully with all relevant regulations and export control laws of the United States and shall not export or deliver any of the goods purchased hereunder if such export or delivery is prohibited or restricted by any law or regulation of the United States or any other country having jurisdiction over such goods.

Regarding U.K. Wholesale Orders: We currently ship wholesale to the United Kingdom. All international sales are subject to all applicable U.S. and foreign export controls (including, without limitation, the Export Administration Act of 1979, the Export Administration Regulations promulgated thereunder, the U.S. Arms Export Control Act and the International Traffic in Arms Regulations), and by placing an order with us, you affirm that you will comply with all such applicable export controls and regulations.

You will be the importer or exporter of record and are responsible for all required licenses, permits, and authorizations. Customs and import duties may apply to international sales. Those charges are the responsibility of the recipient of your order and vary from country to country. It is your responsibility to check with the appropriate authorities to verify whether the country to which you are having products delivered permits the importation of those products and whether customs or import duties or similar charges will apply. Supportive Naturals LTD. is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper international shipping practices.

19. MISCELLANEOUS. These Terms and Conditions of Sale are the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other document received from Buyer or submitted to Seller. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof. No waiver by Seller of any of the terms contained in these Terms and Conditions of Sale or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Terms and Conditions of Sale. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The parties hereto are independent contractors. Nothing in these Terms and Conditions of Sale, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Neither Seller nor Buyer has the authority to bind the other, to incur any liability or otherwise act on behalf of the other.