



NEW ZEALAND FULVIC LIMITED ("Company")
Terms and conditions of sale

GENERAL TERMS: The terms and conditions stated herein shall govern all sales of products by the Company, regardless of the terms and conditions stated in any purchase order submitted by the purchaser ("Purchaser"). The company hereby disclaims and rejects any terms and conditions appearing in a purchase order from Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the contract and shall not be binding on the Company. The terms and conditions stated herein shall govern over any contrary terms in Article 2 of the Uniform Commercial Code or the INCOTERMS of the International Chamber of Commerce.

INTENDED USE: The Company's products are intended, and manufactured SOLELY for use as a dietary supplement and are not intended for any clinical, therapeutic, diagnostic, or any other medical use. Purchaser shall use the Company's products only for Purchaser's own requirements in accordance with the aforementioned intended use. **WARNING:** This product has not been registered with the Food and Drug Administration for therapeutic, diagnostic, or any medical use. It is a misuse of this product, and a possible violation of the law, to use this product for any other reason than the aforementioned intended use.

PURCHASE ORDERS: Unless otherwise specified, no products will be shipped until Purchaser has submitted a written purchase order to the Company. Purchase orders shall state: the Company products ordered, including model numbers, if applicable; quantity; requested delivery dates; billing address; shipping address; and shipping instructions.

CANCELLATIONS: Purchaser's purchase orders shall not be subject to cancellation, changes or reductions in amount, or suspension of deliveries except upon the Company's prior written consent and upon terms, which indemnify the Company against loss.

QUOTATIONS: Unless otherwise stated, all Company quotations are valid for a period of ninety (90) days from the date of quotation.

DELIVERY TERMS: Delivery terms (per INCOTERMS 2010) for products shipped shall be as follows: FOB, except otherwise agreed in a written arrangement with the Company. All freight and handling charges will be prepaid by Purchaser and, when applicable, added to the invoice, unless otherwise arranged by Purchaser with the Company.

DELIVERY DATE: Any date of delivery furnished by the Company to Purchaser is determined from the date of the Company's receipt of Purchaser's purchase order and its agreement to payment terms as shown below. This date is only an estimate of the date of delivery and is not a guarantee of a particular delivery date. The Company shall not be liable for a failure or delay in shipment.

ERRORS OR OMISSIONS: Errors or omissions in any Company quotation, acceptance, specification or other document shall be subject to correction at the Company's discretion.

PAYMENT TERMS: All e-commerce payments are immediate upon purchase. For distribution & wholesale customers, terms are net thirty (30) days from the date of the invoice, except where agreed otherwise in a written arrangement with the Company and where shipments of products are condition to a letter of credit received prior to each shipment. All payments shall be made in the currency specified on the Company's invoice and may normally be made by electronic payment. If the Company reasonably believes that Purchaser's financial condition compromises the ability to make timely payment per this paragraph, the Company may delay or postpone the delivery of products and condition shipment of products on full or partial advance payment or a bank guarantee.

TAXES AND OTHER CHARGES: Purchaser is responsible for all sales, GST, or related taxes applicable to the purchase of the Company's products. The Company will add such taxes to the invoice and Purchaser will be responsible for payment of such taxes, unless Purchaser provides to the Company a valid exemption certificate or other document acceptable to the authority imposing the tax. Purchaser is responsible for all duties and other government fees applicable to the purchase and import of the Company's products, unless the Delivery Terms are different and mutually agreed in writing.

SECURITY INTEREST: Purchaser hereby grants to the Company, and the Company hereby reserves, a security interest in the products to secure Purchaser's obligation to pay the invoice amount. The Purchaser agrees to cooperate in all respects in order that the Company may perfect such security interest. The Company shall release the security interest upon payment in full of the invoice amount.

SHIPPING METHOD: Unless otherwise requested in writing by Purchaser, all Company products will be shipped by whatever means and carrier that the Company considers to be the most appropriate method of transportation. Risk of loss shall pass to the Purchaser upon delivery by the Company to the carrier, or, in the case of DDP or DAP terms, upon delivery to Purchaser.

PRODUCT CONTROL: Unless otherwise specified upon the Company's acceptance of purchase order, all products are produced in accordance with the Company's standard production processes. Specifications provided in the Company's literature are subject to change without notice. The Company reserves the right to add, delete, alter or modify products at its discretion.

CUSTOM ORDERS: All custom orders must be specified in writing and are subject to the Company's express acceptance. Furthermore, Purchaser shall, with respect to custom orders produced according to Purchaser's specifications, defend the Company's, at Purchaser's expense, and pay all costs and damages of any kind (including the Company's attorney's fees) incurred by the Company as the result of any suit or other legal proceeding against the Company for infringement of any letters, patents, trademarks, copyrights, or other rights by reason of use of such specification, provided the Company promptly notifies Purchaser in writing of such claim of, or suit for, infringement and tenders the defense thereof to Purchaser. Additionally, at the Company's option, the Company may be separately represented in any such suit at the Company's own expense.

PURCHASER'S DUTIES: By accepting delivery of any Company product, the Purchaser agrees to use that product only for its Intended Use. The Purchaser assumes, without limitation, all risk of injury, damage, or otherwise arising out of any use other than the Intended Use of a Company product.

RESALE: Purchaser agrees to assume all liability arising out of any use other than the Intended Use of a Company product by any third party who has directly or indirectly obtained the product from Purchaser. In addition, Purchaser agrees to indemnify, defend, and hold harmless the Company against all inquiries, claims, damages, actions, causes of action, injuries, and litigation arising out of any use other than the Intended Use of a Company product purchased by Purchaser.

NOTIFICATION OF COMPLAINTS: Purchaser shall notify the Company's Customer Service Department within ten (10) days of receipt of the Company's products regarding any defect or deficiency therein, including questions regarding the invoice, mis-shipments or lost or damaged shipment. Failure to provide such notice to the Company shall be deemed acceptance of such Company products as complete and satisfactory to Purchaser.

RETURNS: Purchaser shall contact Company's Customer Services Department to return any damaged or faulty Company product. Proof of purchase along-with photographic evidence must be presented for a like-for-like replacement product (or closest similar product). Refunds will be offered only at the discretion of Company management.

WARRANTIES: ONLY THE EXPRESS LIMITED WARRANTIES SET FORTH IN THE COMPANY'S STANDARD WARRANTY POLICY SHALL APPLY TO THE COMPANY'S PRODUCTS. THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Company's standard warranty policy covering any Company products shall be NULL, VOID, AND OF NO EFFECT if the purchaser or any third party uses that product for any use other than the intended use of that product.

GOVERNING LAW: New Zealand law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between the Company and Purchaser. The sole and exclusive forum for any action commenced by Purchaser shall be in a state court in New Zealand.