

Customer Product Specification

Rep: RF Manufacture Date: Expiration Date: 2 years

Company/ Customer Name:	Monk E Nutraceuticals
Product Name:	Body
Order Quantity:	2,000
Formula Purpose:	Rejuvenate the Body
Bottle Color:	Black
Bottle Type:	<input checked="" type="checkbox"/> PET <input checked="" type="checkbox"/> HDPE <input type="checkbox"/> OBLONG <input type="checkbox"/> OTHER
Bottle Size:	150 CC
Cap Color/Type:	Black/Smooth
Neck Band Type:	Sealed for your Protection
Serving Size:	2 Veggie Capsule
Serving Per Container:	30 Veggie Capsules
Bottle Contents (QTY)	60 Veggie Capsules
# of Dessicants:	1

Customer Supplied Materials:

Bottles & Caps

Notes:
Please include any restrictions or any specifications that must be adhered to

Please choose Unit of Measure:

Capsules: Gelatin Veggie
 Capsule Color: Clear
 Capsule Size: "0" "00" Other
 Tablets: (Any other specifications, please indicate in Notes section.) Coated Film Shellac Chewable
 Powder: Flavor

Softgels:
 Softgel Color: Case Color
 Other:

Bulk Specification (Please only fill this section out if you are ordering non bottled product)

Quantity of Powder :
 Bulk Only: YES NO

*** Please note if you are shipping to an Amazon Fulfillment/Distribution center _____yes_____no
 Additional labor chargers may incur depending on shipping destination*

BY SIGNING THIS PRODUCT SPECIFICATION FORM, THE CUSTOMER HAS PROVIDED ALL DETAILS FOR THEIR ORDER TO BE PRODUCED, PACKED, AND SHIPPED. IF THESE SPECIFICATIONS ARE NOT LISTED IN THE FORMULA OR SPECIFIED IN THE SPACE PROVIDED ABOVE, NUTRASCIENCE LABS WILL NOT BE HELD ACCOUNTABLE FOR ANY SPECIFICATION THE CUSTOMER LEFT OUT AND THE CUSTOMER WILL BE LIABLE FOR THE FULL BALANCE ON THEIR FINAL INVOICE. MANUFACTURING WILL BE IN ACCORDANCE WITH GMP GUIDELINES AND THE FINISHED PRODUCT WILL BE ACCOMPANIED BY A CERTIFICATE OF ANALYSIS UPON REQUEST. IF GENERAL SPECIFICATIONS ARE NOT MENTIONED HERE; NUTRASCIENCE LABS WILL USE IN-HOUSE STANDARD OPERATING PROCEDURES TO ENSURE THE PRODUCT IS MADE IN ACCORDANCE WITH GMP GUIDELINES. IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CONTACT US AT (855) 492-7388. THIS INFORMATION IS CRUCIAL FOR PRODUCT MANUFACTURING TO TAKE PLACE AS

AUTHORIZED CUSTOMER SIGNATURE: _____ DATE: _____

* Please fax to (800) 897-1504 *



[redacted]

Customer Product Specification

Rep: RF Manufacture Date: Expiration Date: 2 years

Company/ Customer Name:	Monk E Nutraceuticals
Product Name:	Mind
Order Quantity:	2,000
Formula Purpose:	Revitalize Mental Processes
Bottle Color:	Black
Bottle Type:	<input checked="" type="checkbox"/> PET <input checked="" type="checkbox"/> HDPE <input type="checkbox"/> OBLONG <input type="checkbox"/> OTHER
Bottle Size:	150 CC
Cap Color/Type:	Black/Smooth
Neck Band Type:	Sealed for your Protection
Serving Size:	2 Veggie Capsule
Serving Per Container:	30 Veggie Capsules
Bottle Contents (QTY)	60 Veggie Capsules
# of Dessicants:	1

Customer Supplied Materials:

Bottles & Caps

Notes:

Please include any restrictions or any specifications that must be adhered to

Please choose Unit of Measure:

Capsules: Gelatin Veggie

Capsule Color: Clear

Capsule Size: "0" "00" Other

Tablets: (Any other specifications, please indicate in Notes section.) Coated Film Shellac Chewable

Powder: Flavor

Softgels:

Softgel Color: Case Color

Other:

Bulk Specification (Please only fill this section out if you are ordering non bottled product)

Quantity of Powder :

Bulk Only: YES NO

*** Please note if you are shipping to an Amazon Fulfillment/Distribution center _____ yes _____ no*
Additional labor chargers may incur depending on shipping destination

BY SIGNING THIS PRODUCT SPECIFICATION FORM, THE CUSTOMER HAS PROVIDED ALL DETAILS FOR THEIR ORDER TO BE PRODUCED, PACKED, AND SHIPPED. IF THESE SPECIFICATIONS ARE NOT LISTED IN THE FORMULA OR SPECIFIED IN THE SPACE PROVIDED ABOVE, NUTRASCIENCE LABS WILL NOT BE HELD ACCOUNTABLE FOR ANY SPECIFICATION THE CUSTOMER LEFT OUT AND THE CUSTOMER WILL BE LIABLE FOR THE FULL BALANCE ON THEIR FINAL INVOICE. MANUFACTURING WILL BE IN ACCORDANCE WITH GMP GUIDELINES AND THE FINISHED PRODUCT WILL BE ACCOMPANIED BY A CERTIFICATE OF ANALYSIS UPON REQUEST. IF GENERAL SPECIFICATIONS ARE NOT MENTIONED HERE; NUTRASCIENCE LABS WILL USE IN-HOUSE STANDARD OPERATING PROCEDURES TO ENSURE THE PRODUCT IS MADE IN ACCORDANCE WITH GMP GUIDELINES. THE SPACE PROVIDED ABOVE IS PROVIDED TO ENSURE THAT ALL CRITERIA DISCUSSED AND AGREED UPON ARE MET AND CLEAR BETWEEN THE CUSTOMER AND NUTRASCIENCE LABS. IF ADDITIONAL INFORMATION IS CRUCIAL FOR PRODUCT MANUFACTURING TO TAKE PLACE AS CONTINUED" AND MARK THIS DOCUMENT AS PAGE 1 OF 2. REVIEW THIS DOCUMENT

AUTHORIZED CUSTOMER SIGNATURE: _____ DATE: _____

** Please fax*

897-1504 *

[redacted]



NutraScience Labs, Inc.
 70 Carolyn Blvd
 Farmingdale, NY, 11735
 Phone: 855-492-7388
 Web: www.nutrasciencelabs.com

Deposit Invoice

Invoice ID: 0000003472
 Date: 9/28/2020
 Account: Monk E Nutraceuticals
 Account No.: [redacted]
 Sales Rep: Rosemarie Forgione
 Total Amount: [redacted]

BILL TO:	SHIP TO:
Monk E Nutraceuticals [redacted] [redacted]	Monk E Nutraceuticals UNITED STATES Attn: Marc Momeni

NO.	ITEM	QTY.	UOM	UNIT COST	TOTAL COST
4398	Formulation 1	2,000	EACH	[redacted]	[redacted]
4399	Formulation 2	2,000	EACH	[redacted]	[redacted]

[redacted]

Please make checks payable to
 NutraScience Labs, Inc. and mail to:

Mail:

NutraScience Labs, Inc.
 [redacted] [redacted]

WIRE TRANSFER

[redacted]
 [redacted]
 [redacted]
 [redacted]
 [redacted]
 [redacted]

ACH TRANSFER (Electronic Checks)

[redacted]
 [redacted]
 [redacted]
 [redacted]

INVOICE TOTAL

[redacted]

*WHEN SUBMITTING PAYMENT, PLEASE INCLUDE ALL COMPANY
 INFORMATION AND INVOICE NUMBER(S)*

Thank you for your order!

Please note that your order is subject to the terms and conditions set forth below, and this document constitutes the terms of agreement in their entirety between Buyer and NutraScience Labs, Inc. ("Seller") with respect to any order Buyer places with Seller (the "Contract"). Any additional or different terms stated in any purchase order or other document shall be of no binding effect and is hereby objected to and rejected. By tendering full payment, a deposit

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payment, or choosing to use credit terms, you are accepting and agreeing to this Contract. Additionally, the customer's signature also signifies understanding and acceptance of this Contract.

Terms and Conditions of Sale

1. **Price and Payment.** Prices for the goods are as stated on the face of the Order. All prices are EX Works Seller's warehouse and do not include any cost for freight. Any costs or charges for freight, insurance or any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties, shall be the responsibility of Buyer. Increases in labor and material costs before completion of this Order plus applicable overhead as well as surcharges may be invoiced to Buyer. Final payment must be received within the payment terms specified in the accepted Order. All Orders are to be paid in full when production of the Order is complete and are not contingent upon label completion. If Seller is printing labels for the order, Seller will see that the label production will coincide with goods production. If payment in full of an invoice is not made by or before the due date, Buyer agrees to pay interest on any unpaid amount at a rate of 1.5% per month or 18% per annum from the due date until the invoice and all interest associated therewith is paid in full, and shall pay for all Seller's costs of collection including attorney's fees and court costs. In the event Seller grants payment terms to Buyer, Seller may revoke such payment terms at any time and for any reason, in Seller's sole and absolute discretion, and require Buyer to tender pre-payment for goods either before manufacture or before delivery.

2. **Delivery of Goods.** Delivery terms for goods purchased hereunder shall be EX Works Seller's warehouse or other point designated by Seller (the "Shipping Point") and Buyer's designated carrier shall pick-up the goods at the Shipping Point and all cost of shipping shall be borne by Buyer. Buyer has the option of electing to insure the goods while the goods are in the possession of a third-party carrier, the cost of such insurance will be borne by Buyer and such costs are in addition to the shipping costs. Title to the goods purchased by Buyer and risk of loss of all goods shall pass to Buyer upon delivery of the goods to Buyer's designated carrier or common carrier at the Shipping Point. Delivery dates set forth on the Order are subject to change and are predicated on conditions existing at the time. Seller does not guarantee any delivery dates and shall not be responsible for any loss or damage of any kind or nature whatsoever caused by any delay in delivery irrespective of the cause of such delay.

3. **Storage Fees and Quantity Fluctuation.** Storage fees are not part of this invoice. Inactive inventory stored in Seller's facility will be billed at a rate of \$50.00 per week, unless otherwise agreed upon. Any materials held longer than 30 days without payment will be considered abandoned and will become the property of Seller. It is provided further that Seller has the right to sell goods that are not paid for after 45 days. For every order there is a possibility of 10% +/- for the final quantity of goods. The customer is responsible for this fluctuation as it is an industry standard. This applies to all orders from minimum and up.

4. **Inspection and Rejection.** Buyer shall carefully inspect all goods promptly upon the receipt. Any claim for overage or shortage must be presented to Seller, in writing, within three (3) business days of receipt of the goods by Buyer. Any other claim for breach of the warranty stated in paragraph 9 hereof, must be presented to SELLER in writing, within thirty (30) days after receipt of the goods by Buyer. Failure to make a claim within the above specified periods shall constitute a waiver of any such claim. Claims must be accompanied by supporting documentary proof of such overage shortage or breach of warranty.

5. **Expiration dates.** The expiration date of a good can only be determined by doing a stability study. If a stability study is not conducted, a manufactured on date will be issued for each good. If an expiration date is issued without a stability study, this will be done only per the Buyer's request and is at Buyer's own risk and Seller is not liable. Buyer certifies that the goods and packaging ordered has been stability tested in accordance with industry standards prior to ordering and that the goods and packaging specifications provided by Buyer are identical to the specification used for stability testing. Seller is not responsible for stability testing the goods unless agreed upon in writing and signed by an officer of Seller. In the event that Buyer's goods and/or packaging specifications have not been stability tested, or the specifications provided to Seller deviate from those used in the stability test, Buyer agrees to hold Seller harmless and to fully indemnify Seller against any and all claims for damages or loss arising out of the goods becoming unstable, unmarketable, less effective than claimed or intended, or otherwise deviating from the specifications, which occurred as a result of the good's instability after manufacturing.

6. **Raw Materials Supplied by Buyer.** Seller will accept raw material supplied by Buyer for the manufacture of Buyer's goods with the understanding that Seller is relying completely on the Certificate of Analysis provided with the raw material to determine the content of the raw material and shall not be responsible for inferior raw material or mistakes on the Certificate of Analysis. Seller is not responsible for testing the raw material provided by Buyer prior to manufacturing the goods unless agreed upon in writing and signed by an officer of Seller. In the event that testing of the goods after manufacturing reveals that the goods do not meet specifications due to the inferior raw material supplied by the Buyer, Buyer will hold Seller harmless and assume all liability and costs associated with the manufacturing of the goods.

7. **Labels.** Buyers who are supplying art for Seller to print must have their 'ready to print' artwork to Seller within 3 weeks of submitting the Supplement Facts. Buyers not complying with this 3 week timeframe will be subject to their orders losing their priority in the production process. Seller will not be responsible for any delays resulting from Buyer not complying with this deadline. Buyers supplying finished labels must deliver the printed labels to Seller's facility no later than 5 weeks after submitting the Supplement Facts. In the event labels are not submitted within the specified time frames, the goods will be completed, bottled and invoiced without labels. Buyer will be required to meet the invoice terms requiring final payment within 3-5 days of the invoice. Buyers choosing to have labels applied after the final invoice is issued will be charged an additional \$1,000 processing fee to reschedule the goods for labeling.

8. **Buyer's Responsibility for Goods.** Except for a breach by Seller of the Warranty in paragraph 9, Buyer acknowledges and agrees that Buyer is solely responsible for all aspects of the goods, including but not limited to, their safety, efficacy, legality, design, the formula, any label content, packaging materials, and all marketing and promotional claims made about the goods in any forum or media. Additionally, Buyer is responsible to see that the goods,

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including, but not limited to, any label, formula, ingredient, component, raw materials, or marketing materials fully comply in every respect with all local, state and federal laws, statutes, rules, orders and regulations applicable to the goods. Buyer assumes sole responsibility for analyzing and determining the suitability of any goods supplied by Seller and Buyer agrees that it is not relying on Seller in making such determination even if Seller provided assistance, guidance or design. Buyer assumes full responsibility for any particular use or purpose. Buyer will not order or use any goods unless it is satisfied that the goods are suitable for Buyer's use and conform to all of its requirements. Buyer agrees to store and use all goods in a safe manner.

9. Warranty and Remedy. Seller warrants that the goods delivered hereunder will be manufactured in accordance with applicable Good Manufacturing Practices of the United States Food and Drug Administration ("GMP") and conform to the agreed upon specifications for the goods, in all material respects, at the time of delivery to Buyer. Seller makes no representation or warrantee that the goods are appropriate for Buyers intended use and Seller shall have no liability for any damages or claims resulting from Buyer use of goods. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY SUPERSEDES AND EXCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS, OR WRITTEN WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED INCLUDING, WITHOUT LIMITATION, IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR ANY OTHER MATERIALS OR BASED ON CUSTOM OR OTHERWISE. ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IT IS THE SOLE RESPONSIBILITY OF BUYER TO DETERMINE THE ADEQUACY OF ALL GOODS PURCHASED BY BUYER FOR ANY INTENDED SPECIFIC PURPOSE OR USE. SELLER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR LIABILITY ARISING OUT OF OR RESULTING FROM CUSTOMER'S POSSESSION OR SALE OF THE PRODUCTS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE AND WHETHER OR NOT SUCH LOSS IS FORESEEABLE. If Buyer has made any alteration to any goods, Buyer will have waived all warranty claims. No warranties may be assigned to any subsequent purchaser or user of the goods or services.

10. Limitations of Seller's Liability. Seller's liability on any claim of any kind, including, without limitation, negligence, with respect to goods or services shall in no case exceed the purchase price of the good or service or part thereof which gives rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ECONOMIC DAMAGES), OR FOR DAMAGES IN THE NATURE OF PENALTIES REGARDLESS OF CAUSE AND WHETHER OR NOT FORESEEABLE. THE OBLIGATION OF SELLER TO REPLACE (OR REFUND THE PURCHASE PRICE OF) ANY DEFECTIVE GOODS SHALL BE IN LIEU OF ALL OTHER REMEDIES, AND SELLER'S LIABILITY FOR DAMAGES UNDER THIS CONTRACT (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) SHALL NOT IN ANY EVENT EXCEED A REFUND OF THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE SPECIFIC GOODS IN QUESTION.

11. Indemnity. Buyer agrees to indemnify, defend, and hold Seller, its officers, directors, shareholders, agents and employees, or any affiliates thereof, harmless from and against all claims, liabilities, costs, damages, losses, judgments for damages or expenses (including reasonable attorney's fees) caused by, arising out of, or resulting from (i) any breach of this Agreement by Buyer, or (ii) the marketing, distribution and/or sale of the goods, including but not limited to product liability claims, recalls and class action lawsuits, except to the extent solely caused by Seller's breach of the warranty stated in paragraph 11 hereof. . Seller agrees to indemnify, defend, and hold Buyer, its officers, directors, shareholders, agents and employees, or any affiliates thereof, harmless from and against all claims, liabilities, costs, damages, losses, judgments for damages or expenses (including reasonable attorney's fees) caused by, arising out of, or resulting solely from (i) a breach by Seller of the warranty stated in paragraph 9 above.

12. Miscellaneous. This Contract contains the entire understanding of the parties with regard to Seller's sale of goods referenced herein to Buyer. If any provision of this Contract is declared invalid, illegal or unenforceable, all other provisions shall remain in full force and effect. Nothing herein contained shall be deemed to constitute an employment or agency relationship or employment agreement, joint venture, or partnership among the parties hereto and nothing herein contained shall be construed to regard the parties hereto as other than that of buyer and seller. This Contract shall be governed by the laws of the State of New York. Any dispute which arises between Seller and Buyer concerning this Contract or any other aspect of their relationship shall be interpreted and construed in accordance with the laws of the State of New York without regard to conflict of laws provisions. Seller and Buyer hereby irrevocably consent to the exercise of personal jurisdiction by the state and federal courts in New York County, New York, and agree that any lawsuit arising from or any matter connected to any dispute between the parties or the interpretation or enforcement of these terms and conditions shall only be prosecuted in one of those Courts. Attorneys' fees and costs incurred by Seller in connection with any legal action or proceeding with respect to the collection of any invoices which are in arrears shall be the responsibility of Buyer. All sales are final.

Signed and agreed to as follows:

Buyer Company Name: _____

Name: _____ Date: _____

Title: _____



NutraScience Labs, Inc.
 70 Carolyn Blvd
 Farmingdale, NY, 11735
 Phone: 855-492-7388
 Web: www.nutrasciencelabs.com

Final Invoice

Final Invoice Date: 5/13/2021
Invoice Printed Date: 5/13/2021
Terms: Due on receipt
Due Date: 5/13/2021
Shipment Date:

Customer ID: Monk E Nutraceuticals
Contact: [redacted]
Account #: [redacted]
PO #: [redacted]
Invoice #: INV1222254
Amount: [redacted]
Amount Paid: [redacted]
Balance: [redacted]
Sales Rep: Forgione, Rosemarie

BILL TO:

MONK E. NUTRACEUTICALS
 [redacted] [redacted]
 CANADA

NO.	ITEM	PRODUCT TYPE	QTY.	UOM	UNIT PRICE	TOTAL COST
1	Monk E Mind		2,040	Ea	[redacted]	[redacted]
2	Monk E Body		2,079	Ea	[redacted]	[redacted]
3	Freight		1		[redacted]	[redacted]

Please make checks payable to
NutraScience Labs, Inc. and mail to:

Final Balance

[redacted]

[redacted]

MAIL

NutraScience Labs, Inc.
70 Carolyn Boulevard
Farmingdale, NY 11735

WIRE TRANSFER

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ACH TRANSFER (Electronic Checks)

[redacted]

[redacted]

[redacted]

[redacted]

*WHEN SUBMITTING PAYMENT, PLEASE INCLUDE ALL
COMPANY INFORMATION AND INVOICE NUMBER(S)*

Thank you for your order!

Please note that your order is subject to the terms and conditions set forth below, and this document constitutes the terms of agreement in their entirety between Buyer and NutraScience Labs, Inc. ("Seller") with respect to any order Buyer places with Seller (the "Contract"). Any additional or different terms stated in any purchase order or other document shall be of no binding effect and is hereby objected to and rejected. By tendering full payment, a deposit payment, or choosing to use credit terms, you are accepting and agreeing to this Contract. Additionally, the customer's signature also signifies understanding and acceptance of this Contract.

Terms and Conditions of Sale

1. Price and Payment. Prices for the goods are as stated on the face of the Order. All prices are EX Works Seller's warehouse and do not include any cost for freight. Any costs or charges for freight, insurance or any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties, shall be the responsibility of Buyer. Increases in labor and material costs before completion of this Order plus applicable overhead as well as surcharges may be invoiced to Buyer. Final payment must be received within the payment terms specified in the accepted Order. All Orders are to be paid in full when production of the Order is complete and are not contingent upon label completion. If Seller is printing labels for the order, Seller will see that the label production will coincide with goods production. If payment in full of an invoice is not made by or before the due date, Buyer agrees to pay interest on any unpaid amount at a rate of 1.5% per month or 18% per annum from the due date until the invoice and all interest associated therewith is paid in full, and shall pay for all Seller's costs of collection including attorney's fees and court costs. In the event Seller grants payment terms to Buyer, Seller may revoke such payment terms at any time and for any reason, in Seller's sole and absolute discretion, and require Buyer to tender pre-payment for goods either before manufacture or before delivery.

2. Delivery of Goods. Delivery terms for goods purchased hereunder shall be EX Works Seller's warehouse or other point designated by Seller (the "Shipping Point") and Buyer's designated carrier shall pick-up the goods at the Shipping Point and all cost of shipping shall be borne by Buyer. Buyer has the option of electing to insure the goods while the goods are in the possession of a third-party carrier, the cost of such insurance will be borne by Buyer and such costs are in addition to the shipping costs. Title to the goods purchased by Buyer and risk of loss of all goods shall pass to Buyer upon delivery of the goods to Buyer's designated carrier or common carrier at the Shipping Point. Delivery dates set forth on the Order are subject to change and are predicated on conditions existing at the time. Seller does not guarantee any delivery dates and shall not be responsible for any loss or damage of any kind or nature whatsoever caused by any delay in delivery irrespective of the cause of such delay.

3. Storage Fees and Quantity Fluctuation. Storage fees are not part of this invoice. Inactive inventory stored in Seller's facility will be billed at a rate of \$50.00 per week, unless otherwise agreed upon. Any materials held longer than 30 days without payment will be considered abandoned and will become the property of Seller. It is provided further that Seller has the right to sell goods that are not paid for after 45 days. For every order there is a possibility of 10% +/- for the final quantity of goods. The customer is responsible for this fluctuation as it is an industry standard. This applies to all orders from minimum and up.

4. Inspection and Rejection. Buyer shall carefully inspect all goods promptly upon the receipt. Any claim for overage or shortage must be presented to Seller, in writing, within three (3) business days of receipt of the goods by Buyer. Any other claim for breach of the warranty stated in paragraph 9 hereof, must be presented to SELLER in writing, within thirty (30) days after receipt of the goods by Buyer. Failure to make a claim within the above specified periods shall constitute a waiver of any such claim. Claims must be accompanied by supporting documentary proof of such overage shortage or breach of warranty.

5. Expiration dates. The expiration date of a good can only be determined by doing a stability study. If a stability study is not conducted, a manufactured on date will be issued for each good. If an expiration date is issued without a stability study, this will be done only per the Buyer's request and is at Buyer's own risk and Seller is not liable. Buyer certifies that the goods and packaging ordered has been stability tested in accordance with industry standards prior to ordering and that the goods and packaging specifications provided by Buyer are identical to the specification used for stability testing. Seller is not responsible for stability testing the goods unless agreed upon in writing and signed by an officer of Seller. In the event that Buyer's goods and/or packaging specifications have not been stability tested, or the specifications provided to Seller deviate from those used in the stability test, Buyer agrees to hold Seller harmless and to fully indemnify Seller against any and all claims for damages or loss arising out of the goods becoming unstable, unmarketable, less effective than claimed or intended, or otherwise deviating from the specifications, which occurred as a result of the good's instability after manufacturing.

6. Raw Materials Supplied by Buyer. Seller will accept raw material supplied by Buyer for the manufacture of Buyer's goods with the understanding that Seller is relying completely on the Certificate of Analysis provided with the raw material to determine the content of the raw material and shall not be responsible for inferior raw material or mistakes on the Certificate of Analysis. Seller is not responsible for testing the raw material provided by Buyer prior to manufacturing the goods unless agreed upon in writing and signed by an officer of Seller. In the event that testing of the goods after manufacturing reveals that the goods do not meet specifications due to the inferior raw material supplied by the Buyer, Buyer will hold Seller harmless and assume all liability and costs associated with the manufacturing of the goods.

7. Labels. Buyers who are supplying art for Seller to print must have their 'ready to print' artwork to Seller within 3 weeks of submitting the Supplement Facts. Buyers not complying with this 3 week timeframe will be subject to their orders losing their priority in the production process. Seller will not be responsible for any delays resulting from Buyer not complying with this deadline. Buyers supplying finished labels must deliver the printed labels to Seller's facility no later than 5 weeks after submitting the Supplement Facts. In the event labels are not submitted within the specified time frames, the goods will be completed, bottled and invoiced without labels. Buyer will be required to meet the invoice terms requiring final payment within 3-5 days of the invoice. Buyers choosing to have labels applied after the final invoice is issued will be charged an additional \$1,000 processing fee to reschedule the goods for labeling.

8. Buyer's Responsibility for Goods. Except for a breach by Seller of the Warranty in paragraph 9, Buyer acknowledges and agrees that Buyer is solely responsible for all aspects of the goods, including but not limited to, their safety, efficacy, legality, design, the formula, any label content, packaging materials, and all marketing and promotional claims made about the goods in any forum or media. Additionally, Buyer is responsible to see that the goods, including, but not limited to, any label, formula, ingredient, component, raw materials, or marketing materials fully comply in every respect with all local, state and federal laws, statutes, rules, orders and regulations applicable to the goods. Buyer assumes sole responsibility for analyzing and determining the suitability of any goods supplied by Seller and Buyer agrees that it is not relying on Seller in making such determination even if Seller provided assistance, guidance or design. Buyer assumes full responsibility for any particular use or purpose. Buyer will not order or use any goods unless it is satisfied that the goods are suitable for Buyer's use and conform to all of its requirements. Buyer agrees to store and use all goods in a safe manner.

9. Warranty and Remedy. Seller warrants that the goods delivered hereunder will be manufactured in accordance with applicable Good Manufacturing Practices of the United States Food and Drug Administration ("GMP") and conform to the agreed upon specifications for the goods, in all material respects, at the time of delivery to Buyer. Seller makes no representation or warrantee that the goods are appropriate for Buyers intended use and Seller shall have no liability for any damages or claims resulting from Buyer use of goods. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY SUPERSEDES AND EXCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS, OR WRITTEN WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED INCLUDING, WITHOUT LIMITATION, IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR ANY OTHER MATERIALS OR BASED ON CUSTOM OR OTHERWISE. ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IT IS THE SOLE RESPONSIBILITY OF BUYER TO DETERMINE THE ADEQUACY OF ALL GOODS PURCHASED BY BUYER FOR ANY INTENDED SPECIFIC PURPOSE OR USE. SELLER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR LIABILITY ARISING OUT OF OR RESULTING FROM CUSTOMER'S POSSESSION OR SALE OF THE PRODUCTS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE AND WHETHER OR NOT SUCH LOSS IS FORESEEABLE. If Buyer has made any alteration to any goods, Buyer will have waived all warranty claims. No warranties may be assigned to any subsequent purchaser or user of the goods or services.

10. Limitations of Seller's Liability. Seller's liability on any claim of any kind, including, without limitation, negligence, with respect to goods or services shall in no case exceed the purchase price of the good or service or part thereof which gives rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ECONOMIC DAMAGES), OR FOR DAMAGES IN THE NATURE OF PENALTIES REGARDLESS OF CAUSE AND WHETHER OR NOT FORESEEABLE. THE OBLIGATION OF SELLER TO REPLACE (OR REFUND THE PURCHASE PRICE OF) ANY DEFECTIVE GOODS SHALL BE IN LIEU OF ALL OTHER REMEDIES, AND SELLER'S LIABILITY FOR DAMAGES UNDER THIS CONTRACT (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) SHALL NOT IN ANY EVENT EXCEED A REFUND OF THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE SPECIFIC GOODS IN QUESTION.

11. Indemnity. Buyer agrees to indemnify, defend, and hold Seller, its officers, directors, shareholders, agents and employees, or any affiliates thereof, harmless from and against all claims, liabilities, costs, damages, losses, judgments for damages or expenses (including reasonable attorney's fees) caused by, arising out of, or resulting from (i) any breach of this Agreement by Buyer, or (ii) the marketing, distribution and/or sale of the goods, including but not limited to product liability claims, recalls and class action lawsuits, except to the extent solely caused by Seller's breach of the warranty stated in paragraph 11 hereof. . Seller agrees to indemnify, defend, and hold Buyer, its officers, directors, shareholders, agents and employees, or any affiliates thereof, harmless from and against all claims, liabilities, costs, damages, losses, judgments for damages or expenses (including reasonable attorney's fees) caused by, arising out of, or resulting solely from (i) a breach by Seller of the warranty stated in paragraph 9 above.

12. Miscellaneous. This Contract contains the entire understanding of the parties with regard to Seller's sale of goods referenced herein to Buyer. If any provision of this Contract is declared invalid, illegal or unenforceable, all other provisions shall remain in full force and effect. Nothing herein contained shall be deemed to constitute an employment or agency relationship or employment agreement, joint venture, or partnership among the parties hereto and nothing herein contained shall be construed to regard the parties hereto as other than that of buyer and seller. This Contract shall be governed by the laws of the State of New York. Any dispute which arises between Seller and Buyer concerning this Contract or any other aspect of their relationship shall be interpreted and construed in accordance with the laws of the State of New York without regard to conflict of laws provisions. Seller and Buyer hereby irrevocably consent to the exercise of personal jurisdiction by the state and federal courts in New York County, New York, and agree that any lawsuit arising from or any matter connected to any dispute between the parties or the interpretation or enforcement of these terms and conditions shall only be prosecuted in one of those Courts. Attorneys' fees and costs incurred by Seller in connection with any legal action or proceeding with respect to the collection of any invoices which are in arrears shall be the responsibility of Buyer. All sales are final.