

# Aloecorp, Inc.

## Standard Terms & Conditions

These terms and conditions govern the purchase of products and other goods ("**Products**") by any individual or entity ("**Client**") from Aloecorp, Inc., Inc., subject to the following: If a written, duly executed, and effective agreement between Client and Aloecorp, Inc. (an "**Agreement**") also applies to the purchase of Products, Maintenance, and/or Services (collectively, "**Items**"), then in the event of any conflict among the terms and conditions of the Agreement and these terms and conditions, the terms and conditions of the Agreement shall take precedence with respect to the purchase of the applicable Item(s).

1. **ORDERS.** Aloecorp, Inc.'s acceptance of any order placed by Client (each, an "**Order**") is expressly conditioned on Client's assent to these terms and conditions and the waiver by Client of any terms and conditions contained in any offer, confirmation, invoice or other communication of Client, whether previously or hereafter delivered to Aloecorp, Inc., which either add to, differ from, modify, conflict with or are otherwise inconsistent with any term or condition herein. All Orders are subject to credit approval and to acceptance by Aloecorp, Inc., which may be evidenced only by a written confirmation of acceptance sent by mail, facsimile, or other electronic means; by shipping the Product; or by commencement of the Maintenance or Services. No Orders may be cancelled or rescheduled without Aloecorp, Inc.'s express written consent, which may be given in Aloecorp, Inc.'s sole discretion. Aloecorp, Inc. reserves the right to allocate sales of Items among its customers in its sole discretion, in the event Aloecorp, Inc. determines, in its sole discretion, that such allocation is required in light of any shortage of inventory or resources or for any other reason.

2. **PRICES.** No quote concerning pricing, timing or delivery terms shall be binding upon Aloecorp, Inc. unless the same shall be in writing and signed by a duly authorized representative of Aloecorp, Inc., and then such quote shall only be binding upon Aloecorp, Inc. for the time period specified in Aloecorp, Inc.'s quote, or if no period is specified, such terms shall be binding for 30 days or until Aloecorp, Inc. shall withdraw, supplement or otherwise amend such quote, which withdrawal, supplementation or amendment Aloecorp, Inc. may effect at any time prior to its acceptance of an Order and without notice to Client. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Aloecorp, Inc.'s costs or other circumstances beyond Aloecorp, Inc.'s reasonable control. Prices are exclusive of taxes, impositions and other charges, all of which shall be paid by Client in addition to the price of the Items.

3. **TERMS OF PAYMENT.** Amounts due for each Product may be invoiced by Aloecorp, Inc. upon delivery of the Product to the carrier at the point of origin; as such, an Order for multiple Products may result in multiple invoices. Amounts due for Maintenance and Services may be invoiced upon Aloecorp, Inc.'s acceptance of the applicable Order, or Aloecorp, Inc.'s receipt of the corresponding invoice from the third-party provider of such Maintenance or Services. Payment shall be net 30 days from date of invoice or as otherwise specified by Aloecorp, Inc. Client agrees to pay the entire net amount of each invoice from Aloecorp, Inc. pursuant to the terms of each such invoice without offset or deduction. Client shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one 1.5% per month or such lower rate as may be the maximum allowable by law. If Aloecorp, Inc. believes in good faith that Client's ability to make payments may be impaired, or if Client shall fail to pay any invoice when due, Aloecorp, Inc. may suspend or cancel delivery/performance of any Order or any remaining balance thereof. If an invoice is not paid when due, Aloecorp, Inc. also may pursue any legal or equitable remedies, and recover all collection costs and reasonable attorney fees.

4. **DELIVERY AND TITLE.** Unless otherwise agreed by signed writing, all shipments by Aloecorp, Inc. are Exworks Lyford, TX, USA and/or Gonzalez, Tamaulipas, MX and all transportation charges shall be paid by Client in addition to the price of the Products. Aloecorp, Inc. shall use reasonable efforts to complete Orders prior any dates requested by Client; provided that Aloecorp, Inc. shall not liable for any failure to complete Orders prior to such dates. Aloecorp, Inc. reserves the right to make deliveries in installments. Delivery of a quantity that is less than the quantity specified in an Order shall not relieve Client of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Client to cancel other installments.

5. **ACCEPTANCE.** **Inspection** and acceptance of delivered shipment shall be Client's responsibility. Client is deemed to have accepted the Products unless written notice of rejection is received by Aloecorp within 10 days of delivery of the Products. Client waives any right to revoke acceptance thereafter. Client must report any discrepancy in shipment quantity or damage and notify Aloecorp within 10 days of delivery. Client must receive approval to return Products. If approved, a Return Material Authorization (RMA) will be issued by Aloecorp, Inc. Customer Service Department. Returned Products must be in their original, unaltered, undamaged condition and must be in original Aloecorp, Inc.'s shipping cartons complete with all packing materials. Returns shall be returned freight prepaid by Client in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be reported. Products returned to Aloecorp without RMA will be returned to Client at their expense.

6. **RETURN POLICY.** "Raw Materials" are defined as a standard product prepackaged in predetermined quantities, color, specifications, standard preservative system, packaging or attributes that are not part of a custom product. Raw Materials are shipped in packages without any customization requested by the Buyer. If a customer requests custom quantities, color, specifications, preservative system, packaging or attributes, the product is considered "Special Material" (see below).

Raw Materials may only be returned with a Return Material Authorization (RMA) from Aloecorp, Inc. and must be obtained within 30 days of receipt of Raw Materials from locations in the 48 contiguous states and the District of Columbia or 90 days period for all international customers. Any Raw Materials returned without an RMA from Aloecorp, Inc. will be rejected at the expense of the Buyer.

Any unopened Raw Materials in their original packaging may be returned with a 15% restocking fee of the Raw Materials only. The charges for shipping the original order will not be refunded. Buyer is responsible for all shipping costs to return the product to Aloecorp, Inc. If the Buyer received a product that was not ordered, a restocking fee will not be charged unless the Buyer opens and/or uses the product which constitutes acceptance of the Raw Materials.

"Special Materials" are defined as any product in which the predetermined quantities, color, specifications, preservative system, packaging or other attributes are customized and manufactured specifically for the Buyer's unique order. All Special Materials are not eligible for return under any circumstances.

7. **Warranty/Rejecting Non-Conforming Products.** Aloecorp, Inc. warrants to Buyer that unopened products that are properly stored per the specification and Certificate of Analysis will, for a period of twelve (12) months for aloe vera liquids or for a period of twenty-four (24) months for aloe vera powders or according to other pre-approved shelf life terms from the Date of Manufacture, conform to the product specifications.

Aloecorp, Inc. will replace or refund non-conforming product that is returned with an Aloecorp RMA. Any disposal of product must be pre-approved by Aloecorp, Inc. All fees associated with disposal of product will be reimbursed via credit memo or refund. The responsibility of transportation of replacement and returned product will be that of Aloecorp, Inc. Notwithstanding the foregoing, Aloecorp, Inc. shall have no warranty obligation hereunder if the product becomes defective in whole or in part as a result of improper storage, improper handling, or by opening and using partial product. Aloecorp, Inc. will replace or refund non-conforming products rejected by Buyer, provided that the Buyer reports the non-conforming product to Aloecorp, Inc. in writing within thirty (30) days of the invoice date and describes in particular why the product is non-conforming. Aloecorp, Inc., retains the right to seek an independent analysis of the Raw Materials if necessary to confirm non-conformance. If customer fails to notify Aloecorp, Inc. of any non-conformance within thirty (30) days of the invoice date, customer shall be deemed to have accepted all such products as delivered subject to the Aloecorp, Inc. warranty obligation above.

8. **FORCE MAJEURE.** Aloecorp, Inc. shall not be liable for any failure to fulfill its obligations herein or for delays in delivery or performance due to causes beyond its reasonable control. Aloecorp, Inc.'s time for performance of any obligation due to reasons beyond its reasonable control shall be extended for the time period of such delay, or Aloecorp, Inc. may, at its option, cancel any Order or remaining part thereof, without liability, upon notice to Client.

9. **ASSIGNMENT AND DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, ALL ITEMS ARE PROVIDED BY ALOECORP, INC. "AS IS." ALOECORP, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ITEMS. IN PARTICULAR, ALOECORP, INC. MAKES NO WARRANTY RESPECTING MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT.**

10. **LIMITATION OF LIABILITIES.** CLIENT SHALL NOT BE ENTITLED TO, AND ALOECORP, INC. SHALL NOT BE LIABLE FOR, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT'S RECOVERY FROM ALOECORP, INC. FOR ANY CLAIM SHALL NOT EXCEED CLIENT'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. ALOECORP, INC. SHALL NOT BE LIABLE FOR, AND CLIENT SHALL INDEMNIFY, DEFEND AND HOLD ALOECORP, INC. HARMLESS FROM, ANY CLAIMS BASED ON ALOECORP, INC.'S COMPLIANCE WITH CLIENT'S DESIGNS,

SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN ALOECORP, INC., OR USE IN COMBINATION WITH OTHER PRODUCTS.

**11. USE OF PRODUCTS IN CERTAIN APPLICATIONS.** Products sold by Aloecorp, Inc. are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Client uses or sells the Products for use in any such applications: (i) Client acknowledges that such use or sale is at Client's sole risk; (ii) Client agrees that Aloecorp, Inc. is not liable, in whole or in part, for any claim or damage arising from such use; and (iii) Client agrees to indemnify, defend and hold Aloecorp, Inc. harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

**12. INTELLECTUAL PROPERTY.** Any intellectual property included in an Order is provided by Aloecorp, Inc. to Client subject to the applicable copyright and user license, the terms and conditions of which may be set forth in a license agreement accompanying such intellectual property. Nothing herein shall be construed to grant any rights or license to use any intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

**13. CONFIDENTIALITY.** Client agrees to hold information designated in writing as confidential or proprietary by Aloecorp, Inc. in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Client's obligations hereunder, and to advise Client's employees, agents, contractors, and representatives of their obligations to keep such information confidential. Client shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as Client takes to protect its own confidential information. Nothing herein transfers to Client any title to or ownership rights in any such information; and, upon written request of Aloecorp, Inc., Client shall promptly return or delete any such information which it has in its possession.

**14. GENERAL.** These terms and conditions may only be waived or modified by a written agreement executed by duly authorized representatives of Client and Aloecorp, Inc. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Client without the prior written consent of Aloecorp, Inc. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. In the event any provision of hereof is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Washington without regard to choice of law principles. Client irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in King County, Washington for the purposes of resolving any disputes arising hereunder or under any Order. No Federal Acquisition Regulations shall be construed to apply to Aloecorp, Inc. without Aloecorp, Inc.'s written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply.