

# Aloecorp

## 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., subject to the following: If a written, duly executed, and effective agreement between Client and Aloecorp (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'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, 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, 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's express written consent, which may be given in Aloecorp's sole discretion. Aloecorp reserves the right to allocate sales of Items among its customers in its sole discretion, in the event Aloecorp 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 unless the same shall be in writing and signed by a duly authorized representative of Aloecorp, and then such quote shall only be binding upon Aloecorp for the time period specified in Aloecorp's quote, or if no period is specified, such terms shall be binding for 30 days or until Aloecorp shall withdraw, supplement or otherwise amend such quote, which withdrawal, supplementation or amendment Aloecorp 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's costs or other circumstances beyond Aloecorp'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 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's acceptance of the applicable Order, or Aloecorp'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. Client agrees to pay the entire net amount of each invoice from Aloecorp 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 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 may suspend or cancel delivery/performance of any Order or any remaining balance thereof. If an invoice is not paid when due, Aloecorp 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 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 shall use reasonable efforts to complete Orders prior any dates requested by Client; provided that Aloecorp shall not liable for any failure to complete Orders prior to such dates. Aloecorp 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 AND RETURNS.** All sales are final, except only with respect to Products that do not meet applicable Aloecorp's specifications. Aloecorp's return policy allows for merchandise purchased directly from Aloecorp and shipped to locations in the 48 contiguous United States and the District of Columbia to be returned by customer after obtaining from Aloecorp a Return Material Authorization Number ("RMA") during the 30 day period for all domestic customers, or the 90 day period for all international customers following date of delivery by Aloecorp for a refund of the purchase price. A customer may return merchandise if it meets the terms and conditions listed below. Allow 14 business days for refund processing after product is received back with Aloecorp. This return policy supersedes any other stated or printed policies.

Inspection and acceptance 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 after delivery of the Products. Client waives any right to revoke acceptance thereafter. Client must report any discrepancy in shipment quantity or damage and request an RMA within 10 days after delivery. No return of Products shall be accepted by Aloecorp without an RMA and an associated number, which may be issued by Aloecorp in its sole

discretion. Returned Products must be in their original, unaltered, undamaged condition, and must be in original Aloecorp's shipping cartons complete with all packing materials. All Products for return 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 included with the returned Products. Products not eligible for return shall be delivered to Client, Exworks at the Aloecorp facility to which such Products were returned.

6. **FORCE MAJEURE.** Aloecorp 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'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 may, at its option, cancel any Order or remaining part thereof, without liability, upon notice to Client.

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

8. **LIMITATION OF LIABILITIES.** CLIENT SHALL NOT BE ENTITLED TO, AND ALOECORP 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 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 SHALL NOT BE LIABLE FOR, AND CLIENT SHALL INDEMNIFY, DEFEND AND HOLD ALOECORP HARMLESS FROM, ANY CLAIMS BASED ON ALOECORP'S COMPLIANCE WITH CLIENT'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN ALOECORP, OR USE IN COMBINATION WITH OTHER PRODUCTS.

9. **USE OF PRODUCTS IN CERTAIN APPLICATIONS.** Products sold by Aloecorp 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 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 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.

10. **INTELLECTUAL PROPERTY.** Any intellectual property included in an Order is provided by Aloecorp 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.

11. **CONFIDENTIALITY.** Client agrees to hold information designated in writing as confidential or proprietary by Aloecorp 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, Client shall promptly return or delete any such information which it has in its possession.

12. **GENERAL.** These terms and conditions may only be waived or modified by a written agreement executed by duly authorized representatives of Client and Aloecorp. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Client without the prior written consent of Aloecorp. 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 without Aloecorp's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply.