

Every product ("Product") purchased or sold by or through Vitamin Friends, LLC ("VFR") to a purchaser ("Buyer") is sold subject to the following terms and conditions ("Terms and Conditions"):

1. Priority of Terms and Conditions. These Terms and Conditions apply to Products sold by VFR to Buyer in the United States. VFR hereby notifies Buyer in advance that VFR objects to any terms and conditions in Buyer's purchase order or other document that are additional to or different than these Terms and Conditions, whether or not the additional or different terms would materially alter these Terms and Conditions. If a contract between VFR and Buyer is established through performance or other conduct, the terms and conditions of that contract will not be deemed to consist only of terms and conditions as to which the parties' writings agree, but rather these Terms and Conditions will be a part of that contract and will prevail over the conflicting and/or different terms and conditions of any other document forming a part of the contract. No other terms (whether contained in any purchase order or other document) given by Buyer shall in any way modify or supersede any of these Terms and Conditions or otherwise be binding on VFR unless expressly accepted by a written instrument signed by an authorized officer of VFR. By accepting delivery of the Product(s), Buyer agrees to be bound by and accepts these Terms and Conditions. Buyer's acceptance of these Terms and Conditions is an express condition of sale by VFR to Buyer and Buyer expressly agrees to be bound by these Terms and Conditions.

**THESE TERMS AND CONDITIONS APPLY UNLESS BUYER HAS SIGNED A SEPARATE AUTHORIZED DISTRIBUTOR AGREEMENT OR OTHER FORMAL PURCHASE AGREEMENT WITH VFR, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN.**

2. Resale. Products are sold to Buyer as a VFR authorized reseller. Buyer's resale of Product(s) by or through a third party owned or operated website or digital platform (e.g., Amazon and Ebay), directly or indirectly, is prohibited. Buyer shall not promote, market, advertise, offer to sell or sell Product on or through any online marketplace or auction service (e.g., Ebay, Amazon/Amazon Marketplace, or like websites), except as may be expressly consented to by VFR in writing and in advance, and it being understood that VFR may withdraw its consent at any time. By accepting delivery of the Product(s), Buyer represents and warrants that: Buyer is a VFR authorized reseller (unless Buyer is a VFR authorized distributor); Buyer has not previously caused the unauthorized use of VFR's service marks, trademarks, and trade names; Buyer is purchasing Product(s) only for resale to end-user consumers and only through Buyer's "brick & mortar" store(s) or Buyer's owned and operated website(s); and, Buyer has purchased the Product(s) for resale in conformity with all applicable federal and state laws, regulations, and these Terms and Conditions.

3. Storage, Packaging and Labeling. Buyer's failure to store, warehouse, or hold Product(s) in conformity with all federal, state and local health, food, and safety laws, including county health codes and the federal Food, Drug and Cosmetic Act, or any change, modification, concealment, removal, destruction, or alteration in any manner whatsoever of Product labeling, branding, or packaging is deemed a material change of the Product by Buyer.

3. Limited Warranty. VFR warrants to Buyer that, on the date of delivery to the applicable FOB point of origin, the Product is not adulterated or misbranded within the meaning of the federal Food, Drug and Cosmetic Act. VFR makes no other warranties, express or implied, regarding the Product and VFR specifically disclaims the implied warranties of merchantability, fitness for a particular

purpose, and freedom from infringement claims. Buyer will notify VFR of any failure to conform to the warranty within seven (7) business days after delivery; otherwise the Product will be deemed accepted by Buyer. If any Product does not conform to VFR's limited warranty, VFR will either replace the nonconforming Product or refund the applicable portion of the purchase price paid for the nonconforming Product, at VFR's option. The foregoing remedy is exclusive and is granted in lieu of all other remedies. VFR's limited warranty is automatically void if Buyer has materially changed the Product(s) or purchased, resold, advertised, marketed, stored, or changed the Product(s) (including the Product packaging and labels) in any manner inconsistent with these Terms and Conditions. VFR's dietary supplement Product(s) is not intended to diagnose, prevent, treat or cure any disease and Buyer will not make any such claim in the resale, advertising or marketing of the Product(s).

**4. Limitation of Liability. VFR WILL NOT BE LIABLE TO BUYER, ITS CUSTOMERS, EMPLOYEES OR AGENTS, UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL OR LOSS OF USE OF ANY PRODUCT. IN NO EVENT WILL VFR'S AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE FOR THE PRODUCT.**

5. Proprietary Rights. The ingredient formulations and processes used for the preparation and production of goods or products sold under these Terms and Conditions are the proprietary assets and trade secrets of VFR and may not be copied, sold, appropriated, or used in any way by Buyer or any third party.

6. Price and Order Acceptance. The price payable for Product shall be the price in United States Dollars as quoted by VFR, or if no price is quoted, as set out in VFR's current price list. Special packing and labeling charges, if any, are in addition to the purchase price for the Product and may be invoiced to Buyer at any time. Prior to acceptance, the price quoted for a Product is subject to change. VFR reserves the right to limit the order quantity on any Product or refuse to ship Product to any Buyer for any reason, or for no reason whatsoever, with or without prior notice. Once accepted by VFR, orders are not subject to change, cancellation or deferment of shipping date, except with VFR's written consent and upon terms that will indemnify VFR against any resulting loss or damage. Unless VFR expressly states otherwise, the price quoted for a Product(s) does not include any sales, use, or any other taxes, duties or charges whatsoever currently or hereafter imposed by any governmental authority, and all such taxes, duties, and other charges shall be the responsibility of the Buyer.

7. Payment; Security Interest. Terms of payment are within VFR's sole discretion. Unless otherwise stated in writing, 50% of the price is due concurrent with VFR's order acceptance, and the balance of the price is due and must be received by VFR before the Product will be delivered to Buyer's shipper at VFR's warehouse at Gardena, California. Payment not received on or before the due date is considered delinquent. Buyer to pay interest on delinquent payments of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, whichever is less. All payments are made without setoff or reduction of any kind. Restrictive endorsements or other statements on checks will not apply to VFR. Delinquency subjects the account and all shipments to credit hold until paid. All disputes on billing must be reported within thirty (30) days. Buyer is responsible for all collection costs including attorney fees, collection

agency fees, arbitration fees and expenses, and court costs incurred by VFR in connection with collection of delinquent amounts. VFR hereby retains a security interest in the Product(s) to secure the payment of the purchase price and the performance of all other obligations of Buyer to VFR, whether now existing or hereafter arising, and whether or not arising under these Terms and Conditions.

8. Shipping. Buyer is solely responsible to arrange for shipping from VFR's warehouse at Gardena, California, at Buyer's sole cost and expense. Title to the Product is transferred to Buyer upon delivery to Buyer's shipper at VFR's warehouse at Gardena, California. VFR will not be liable for any damages in connection with the delivery or non-delivery of any Product, including but not limited to damages incurred during shipment or caused by a delay in delivery. Buyer's acceptance of delivery of any Product(s) constitutes a waiver of any claim for delay.

9. Minimum Advertised Price. VFR maintains a United States based authorized reseller Minimum Advertised Price (MAP) Policy. VFR's Map Policy does not constitute consideration for any agreement between Buyer and VFR, and does not separately constitute an agreement between Buyer and VFR regarding the price Buyer will charge its customers for the Product(s). Products sold to Buyer are subject to VFR's MAP Policy. The MAP applies to prices advertised by authorized resellers, not the price at which Products are sold or offered for sale to consumers. Buyer represents and warrants that the Product(s) being purchased from VFR will be advertised in compliance with VFR's MAP Policy. VFR reserves the right, in its sole discretion, to discontinue doing business with any authorized reseller advertising VFR product(s) subject to the MAP Policy at a price lower than the MAP. VFR reserves the right to modify or suspend the MAP Policy at any time and without prior notice.

10. Trademarks. VFR is the owner of all Product service marks, trademarks, and trade names. Buyer's use of VFR's service marks, trademarks, and trade names following a material change of the Product(s) by Buyer, or in any manner inconsistent with these Terms and Conditions, shall be deemed an unauthorized use and VFR may immediately seek all available remedies, including but not limited to, injunctive relief and notification to websites and third party digital platforms of Buyer's unauthorized use of VFR's service marks, trademarks, and trade names.

11. Indemnification. Buyer shall indemnify, defend, pay, and hold VFR harmless from and against every claim, liability, damages, costs, and expenses, including attorney's fees, arising from, attributable to, or in connection with any act or omission to act by Buyer; any breach of Buyer's representations and warranties set forth in these Terms and Conditions; any unauthorized use of VFR's trademarks, service marks, or trade names; any breach, refusal, or failure by Buyer to act or perform in a manner consistent with these Terms & Conditions; and, Buyer's business operations.

12. Force Majeure. VFR will not be liable for delay, failure in performance, loss or damage due to fire, strike, vandalism, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, acts of God or the public enemy, or other causes beyond its reasonable control, whether or not similar to the foregoing.

13. Waiver and Severability. VFR's failure to enforce any right or provision of these Terms and Conditions will not be deemed a waiver of such right or provision. If any of these Terms and Conditions are held to contravene applicable law, such provision only will be deemed void, and in all other respects these Terms and Conditions will remain in full force and effect.

14. Amendments. No representative of VFR has the authority to make any representations, statements or promises in addition to or in any way different than those contained in these Terms and Conditions. No amendments or modifications hereof will be valid unless in writing and signed by an authorized officer of VFR and Buyer.

15. Governing Law. These Terms and Conditions, and the construction of these Terms and Conditions, and any and all claims arising out of or relating to the subject matter of these Terms and Conditions, will be governed by the laws of the state of California, without regard to its conflict of laws principles.

16. Mediation. Prior to any arbitration or other legal proceeding of any kind based upon or in any way related to these Terms and Conditions, its subject matter, or the rights or obligations of the parties under these Terms and Conditions, Buyer consents to mandatory, non-binding mediation to hear any claim, demand or dispute arising out of these Terms and Conditions or related matters. Any such mediation must take place in Los Angeles County, California, before a single mediator to be agreed upon by the parties with expenses to be equally paid by the parties. If the dispute has not been resolved within thirty (30) days of any written demand for mediation, or within such longer time period as the parties may agree, then any claim, demand or dispute arising out of these Terms and Conditions, its subject matter, or matters related to these Terms and Conditions, must be resolved through binding arbitration.

17. Arbitration. Claims covered by this agreement to arbitrate will be pursued in an individual claimant proceeding and not as part of a representative, collective, or class action. This agreement to arbitrate will be controlled by the Federal Arbitration Act (FAA) and enforced pursuant to the FAA, except that state law may be applied where necessary to make this agreement to arbitrate enforceable if the FAA does not apply. The arbitration will be conducted in Los Angeles, California by a retired judge as selected through a mutually agreeable arbitration service or the American Arbitration Association (AAA) if no other service is agreed upon. To initiate a claim, the complaining party will send a written demand to the opposing party explaining the basis for the claim and the relief sought under a heading "Demand for Arbitration." Upon request of either party, and at the expense of the requesting party(s), the arbitrator shall be required to state in a written opinion all facts and conclusions of law relied upon to support any decision rendered. No arbitrator will have authority to apply a cause of action or remedy that could not be applied by a court of law in the state of California under the same facts and circumstances. Upon motion of either party, the arbitrator shall dismiss any claim that would be subject to dismissal under the federal summary judgment standard for that claim. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this agreement, to enforce an arbitration award, or to vacate an arbitration award. In all other respects, the arbitration procedure will be conducted in accordance with the American Arbitration Association's commercial dispute resolution rules. **Buyer expressly waives trial by jury for all claims covered by this agreement to arbitrate.** All other rights, remedies, exhaustion requirements, statutes of limitation and defenses applicable to claims asserted in a court of law will apply in the arbitration. Nothing set forth herein shall preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, litigation costs, and expert witness fees. The arbitrator or the court of competent jurisdiction shall decide which party is the prevailing party.