



# nuherbs co.

## Terms and Conditions of Sale

The following terms shall apply to all Products and Services purchased by you ("Client") from nuherbs co. (NUHERBS). By placing an order with NUHERBS and NUHERBS accepting such, the Client agrees to be bound by the following terms and conditions.

1. Payment Terms. Client agrees to pay for the Products and Services in full prior to shipping by credit card, check, or money order, unless the Client has established net-30 terms with NUHERBS

2. Late Payment and Returned Checks. If the Client is on net-30 terms, Client shall pay the invoice in full by the designated date, if not Client will incur 1.5% interest or the extent permissible by law on the balance. If a check is returned, a \$20 service charge will be added to the Client's balance per returned check.

3. Tax. All prices for Products are exclusive of taxes, such as excise, sales, use or value added taxes, which may be imposed by any taxing authority. If any such taxes must be paid by NUHERBS or if NUHERBS is liable for the collection of such tax (other than taxes based solely on NUHERBS's income), the amount thereof shall be in addition to the amounts at which NUHERBS may sell the Products herein. Purchaser agrees to pay all taxes. If Purchaser claims exemption from any such taxes, Purchaser shall provide a certificate evidencing such exemption and Purchaser shall defend and hold NUHERBS harmless from and against any claim that NUHERBS must pay or collect such taxes, and Purchaser shall pay any interest and penalties and the legal and other costs of defending any such claim.

4. Shipping Charges. Shipping charges will be added to all invoices.

5. Title. Title to Products passes to Client upon shipment from NUHERBS' facilities. Loss or damage that occurs during shipping by a carrier selected by NUHERBS shall be NUHERBS' responsibility. If Client selects the carrier than loss and damage is Client's responsibility.

6. Warranties. All Products are warranted to be of merchantable quality. This warranty is not applicable to Products that have been mishandled or been subject to damage or misuse. THE WARRANTY SET FORTH IN THIS PARAGRAPH 6 IS THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO ANY PRODUCTS OR SERVICES, AND NUHERBS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, REPRESENTATIONS, OR GUARANTEES. ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR PURPOSE ARE HEREBY DISCLAIMED.

7. Limitation of Liability and Remedies. The liability of NUHERBS, its officers, directors, shareholders, affiliates, and suppliers arising from any Product or Service or in any way connected with a contract for sale of Products, shall be limited solely and exclusively at NUHERBS option to refund the purchase price or replace the defective Product. Any claim relating to defective merchandise must be made in writing to nuherbs within 7 working days of delivery to Client. The claim shall

specify the nature of the defect and Client shall cooperate with all reasonable request to inspect or otherwise access the Products in order for nuherbs to evaluate the claim. If NUHERBS determine the Products are defective, than NUHERBS can elect to refund the purchase price or replace the defective items. A 10% restocking fee may be applied for all returned Products that are not found to be defective.

IN NO EVENT SHALL NUHERBS OR ITS OFFICER, DIRECTORS, SHAREHOLDERS, AGENTS, PARTNERS, AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLIENT'S LOST PROFITS OR FUNDS, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT OR IN TORT, INCLUDING WITHOUT LIMITATION ANY ALLEGED NEGLIGENCE, FAILURE TO WARN, FAILURE TO PROVIDE PROPER INSTRUCTIONS OR STRICT LIABILITY, OR ANY AND ALL CLAIMS WHICH ARE ALLEGED TO ARISE FROM ANY PRODUCT OR ANY CONTRACT RELATED HERETO.

8. Time to Bring Action. Any action for breach of this contract must be commenced within one years after the cause of action has accrued.

9. Force Majeure. The obligation of NUHERBS hereunder is subject to strikes, labor disputes, accidents, war, riots, civil commotion, fire, flood, storm, Acts of God or other unavoidable causes beyond the control of NUHERBS and no liability shall arise on the part of NUHERBS by virtue of any delay or lack of performance caused thereby.

12. Entire Agreement. The Terms and Conditions set forth herein are the entire agreement between Purchaser and NUHERBS concerning the subject matter hereof and the Terms and Conditions supercedes all prior proposals and/or agreements, whether oral or written. No alteration, waiver or modification of any provision shall be effective unless it is in writing, it expressly indicates that it modifies the terms and conditions of a particular sale and is signed by the duly authorized representatives of both Purchaser and NUHERBS.

13. Attorney's Fees and Costs. Reasonable attorney's fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement.

14. Governing Law. This contract shall be governed by and construed with the laws of the State of California, without regard to any conflicts of laws principles. Purchaser irrevocably consents to the jurisdiction and venue of the state and federal courts located in Alameda County, California in connection with any action relating to this contact.