



315 Oser Avenue, Hauppauge, NY 11788 (844)625-3771

Thank you for your order! We value your business.

Please note that your order is subject to the Terms and Conditions of Sale outlined below. Whether tendering a deposit payment, partial payment on account, full payment, or electing to use credit terms, you are acknowledging, agreeing to, and accepting the Terms and Conditions of Sale, whether or not you sign the acknowledgement below.

**Terms and Conditions of Sale**

Makers Nutrition, LLC (the "Company") requires a deposit of 50% of the order total to begin production on any order for domestic sales, 100% for international sales. When the ordered product is completed, the Company will notify the Customer by sending a final invoice for the remaining balance of the order plus any additional charges accrued for artwork, labels, other materials, special packaging and freight. Unless extended credit and delivery terms are agreed upon, the final payment is due seven days after the final invoice date and the product will ship only after receipt of full payment. Customer shall be liable for all charges associated with the order. All invoices that become past due shall be subject to the accrual of interest at the rate of 12% per annum, which shall be calculated from the first day on which the invoice become past due and continue through and including the date on which the invoice is fully satisfied.

If the Company is printing labels as part of the order, the Company will guarantee the label production will coincide with production of the product. If the Company is not printing labels as part of the order, then the order is to be paid in full when the production of the ordered product is complete. Such payment is not contingent upon label completion or application to the product.

Customers supplying art work for the Company to print labels or packaging must tender their 'print ready' artwork to the Company within 3 weeks after the submission of Supplement Facts. Failing to provide "print ready" artwork within the 3 week timeframe will result in the Customer's order losing production priority. The Company will not be responsible for any delays resulting from the Customer's failure to provide "print ready" artwork within the specified period. The Company may also choose to send a final invoice for the product only if "print ready" artwork has not been received by five weeks after the submission of the Supplement Facts. In these cases a final invoice for artwork, special packaging, freight and other extras will be provided when the project is completed and ready to ship. The Customer is responsible for all copy, directions, warnings and any additional information appearing on the label. The Company is only responsible for providing the Supplement Facts and Dye Line.

Customers supplying pre-printed labels must deliver the pre-printed labels to the Company's offices within five (5) weeks after the submission of Supplement Facts. Products for Customer's failing to provide pre-printed labels within the five (5) week time frame will be manufactured, packaged, and invoiced without labels and Customer shall be required to meet the invoice terms requiring full payment within five (5) business days of the invoice. Customers requesting to have labels applied to the product after the final invoice is issued will be charged an additional \$1,000 processing fee to reschedule the products for labeling.

The Company will accept raw material supplied by Customer for the manufacture of Customer's product with the understanding that the Certificate of Analysis provided with the raw material shall be the sole determinant of the content of the material. The Company shall not be responsible for inferior material or mistakes of the Certificate of Analysis. The Company shall not be required to conduct additional testing to verify the information stated on the Certificate of Analysis. Only at the written request of the Customer, which must include the Customer's agreement to pay all costs associated with such testing, will the Company test raw materials supplied by the Customer. The Company will supply the Customer with a supplement facts panel when using any materials supplied by the Customer and list all ingredients, including those supplied, based on the information provided on the Certificate of Analysis provided and our interpretation of the FDA labeling guidelines. The information on the supplement facts panel provided to the Customer will be exactly as it must appear on the label. No changes are permitted to the supplement facts panel. Any Customer wishing to alter the supplement facts panel for the label can have the product shipped unlabeled and label the product elsewhere. The Customer supplying raw materials shall supply enough material to manufacture the product allowing for the overage required in the manufacturing process. The Company shall not be responsible for shortages if the Customer does not supply enough raw materials to complete the project. In the event that testing of the finished product reveals that the product does not meet specifications due to the inferior raw material supplied by the Customer, Customer will hold the Company harmless and assume all liability and costs associated with the manufacturing of the product.

A product's expiration can only be properly determined by conducting a stability study. In the event that a Customer does not provide the results of a stability study, the product will be issued a "manufactured on" date. A Customer requesting an expiration date be affixed to the product is certifying that the product and packaging ordered has been stability tested in accordance with industry standards prior to placing the order and that the product and packaging specifications provided by Customer are identical to the specification used for stability testing. The Company is not responsible for stability testing the product unless the Company and Customer agree to the contrary in writing. If Customer's packaging and/or product specifications have not been stability tested, or the specifications provided to the Company deviate from those used in the stability test, Customer agrees to hold the Company harmless and indemnify fully the Company against any and all claims for damages or loss arising out of the product becoming unstable, unmarketable, less effective than claimed or intended, or otherwise deviating from the specifications, which occurred as a result of the products instability after manufacturing.

Each order has the possibility of a ten percent (10%) +/- fluctuation for the final quantity of product. The Customer acknowledges that this fluctuation is in accordance with industry standards and the Customer is responsible for the cost associated with this fluctuation regardless of the size of the order or whether the order is for an initial run. Customer will be billed for the full amount of bottles manufactured, Company will keep three (3) of the bottles, as the Company needs to keep retainer bottles for Quality Control as per FDA, cGMP Regulations.

All Products shipped FOB Makers Nutrition's facility. Customers may send in their own carrier to pick up their products or have Makers Nutrition arrange freight. In either case, the product must ship within 10 days of the Final Invoice date, regardless of the carrier or destination. Customers contracting their own carriers must make sure the carrier picks up on time to avoid storage fees. Any damage to products while in the possession of the Customer or a third-party carrier is the sole responsibility of the Customer. Customer has the option of acquiring additional insurance for the products while the products are in the possession of a third-party carrier, the cost of such insurance will be borne by the Customer and such costs are in addition to the shipping costs.

Storage fees are not part of the Deposit Invoice or initial Final Invoice. Inactive inventory stored in the Company's warehouse will be billed at the rate of \$100.00 per pallet, per week, beginning 10 days after the Final Invoice date, unless otherwise agreed upon. Any product held longer than 30 days beyond the final payment due date without payment will be considered abandoned and will become the property of the Company. The Company has the right to sell goods that are not paid for after 45 days and Customer waives any and all claims it has or may have against the Company for selling the product after it is abandoned.

Customer, its owners, shareholders, members, agents, employees, and representatives, shall indemnify and hold harmless the Company and all related or affiliated entities, their officers, directors, shareholders, members, employees, agents and attorneys, from all claims, losses, damages, liabilities, costs, and expenses (including all attorney's fees and costs) of personal injury, property damage or advertising liability (not caused by the sole negligence or intentional acts by the Company) resulting from (i) Customer's modification of products, (ii) unauthorized representations regarding products or services provided by the Company, and/or (iii) any claims or suits arising from or related to an alleged or actual defect in any product where the product has been manufactured based upon formulations or specifications of the Customer. In any case in which a customer suggests that claims being made against a product are due to defects in quality of materials or workmanship, the Company shall have the right to test its retained samples to verify that claim. If sample testing shows a product to be defective or out of specification, the Company shall have the right to retrieve and either remake the product or refund the customer at the Company's sole discretion.

In the event that Customer breaches all or any portions of the Terms and Conditions of Sale and/or fails to remedy the breach before the expiration of any cure period offered by the Company, Customer shall be liable for all of the Company's costs and expenses (including, without limitation, attorneys' fees, court costs, process server fees, collection costs and all related disbursements) incurred by the Company to enforce the Company's rights. Any action arising out of a breach of the Terms and Condition of Sale shall be brought exclusively in the Supreme Court of the State of New York, County of Suffolk, and the Parties hereby consent to the jurisdiction of such Court for that purpose, agree that it is a convenient forum, and unconditionally waive all rights to make any argument to the Court based on the doctrine of forum non conveniens, removal, or any similar doctrine. The Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law principles.

All sales are subject to these Terms and Condition of Sale and are final. No refunds are available for Research and Development charges. No refunds are available once production has started. Orders canceled prior to the start of production will result in a cancellation and restocking fee of 25% of the order total.

Acknowledged and agreed to:

Company: \_\_\_\_\_ Customer Name: \_\_\_\_\_ Customer Signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_