

OILS BY NATURE INCORPORATED TERMS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS THE TERMS AND CONDITIONS THAT APPLY TO THE PURCHASE OF PRODUCTS FROM OILS BY NATURE INCORPORATED ("OILS BY NATURE"). ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN CUSTOMER PURCHASE ORDERS OR SIMILAR COMMUNICATIONS ARE OBJECTED TO AND SHALL NOT BE BINDING ON OILS BY NATURE UNLESS A SEPARATE PURCHASE AGREEMENT HAS BEEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OILS BY NATURE. BY PLACING AN ORDER FOR PRODUCTS FROM OILS BY NATURE, OR BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED ON THE APPLICABLE PACKING SLIP, BILL OF LADING AND/OR INVOICE RECEIVED WITH THE PRODUCTS, YOU, THE CUSTOMER, AGREE TO BE BOUND BY AND ACCEPT THESE TERMS OF SALE. Oils by Nature may change or modify these Terms of Sale from time to time in its sole discretion.

1. **AVAILABILITY AND PRICING:** All orders are subject to acceptance by Oils by Nature. Product availability and pricing are subject to change without notice. Orders are not binding upon Oils by Nature until accepted by Oils by Nature. Prices listed are in U.S. dollars. Some products may not be available for shipment outside the United States. Oils by Nature reserves the right to refuse service, terminate accounts or cancel orders in its sole discretion. Prices charged will be those prevailing when an order is placed. For scheduled delivery over 60 days, Oils by Nature reserves the right to charge the Customer the price of the goods at shipment if higher.

2. **PAYMENT TERMS:** Oils by Nature accepts payment via credit card, money order or bank check. Oils by Nature accepts credit cards from American Express®, MasterCard®, VISA®. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by Customer.

Oils by Nature will not be bound by any endorsement or statement on any payment or in any letter accompanying a payment. The payment will not constitute an accord and satisfaction and Oils by Nature's acceptance of the payment will not limit Oils by Nature's right to pursue full payment and remedies.

3. **RETURNS:** Due to the nature of our product, we can only accept returned merchandise that has not been opened, has the original seal intact, and within 15 days of purchase. Permission for return of products must first be secured from Oils by Nature in writing. Material returned without written return authorization will not be accepted. All return authorizations are conditional and are not final until the product is received and inspected by Oils by Nature. Credit will be issued at the original price charged less handling/transportation charges and a \$5.00 processing fee, where applicable. No refunds or credits will be accepted or made after 30 days of purchase date. All claims for shortages must be made within 72 hours of receipt of product.

4. **SHIPPING & HANDLING:** All shipments are F.O.B. Destination with freight prepaid by Customer. Delivery dates provided in advance are estimates only and shall not represent fixed or guaranteed delivery dates.

5. **WARRANTY & DISCLAIMER:** SINCE OILS BY NATURE DOES NOT CONTROL THE USE OF ITS PRODUCTS; TO THE FULLEST EXTENT PERMITTED BY LAW, OILS BY NATURE DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO YOUR USE OF THE PRODUCTS SOLD BY OILS BY NATURE. IT IS YOUR RESPONSIBILITY TO DETERMINE THE SUITABILITY OF ANY PRODUCT FOR YOUR INTENDED USE AND OILS BY NATURE MAKES NO EXPRESS WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

OILS BY NATURE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. SINCE OILS BY NATURE CANNOT CONTROL THE MANNER OF USE OF ITS PRODUCTS AFTER THEIR SALE, OILS BY NATURE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES. OILS BY NATURE'S LIABILITY IN ANY EVENT IS LIMITED TO, AND SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR ANY PRODUCT CAUSING SAID LIABILITY. Since Oils by Nature is acting only as a distributor of products manufactured by other companies, Oils by Nature expressly limits its liabilities to any warranties or guarantees extended by the manufacturer, which Oils by Nature will pass on to the Customer. **NO WARRANTY WILL APPLY IF ITS PRODUCTS ARE IN ANY WAY ALTERED OR MODIFIED AFTER DELIVERY BY OILS BY NATURE. OILS BY NATURE'S PRODUCTS ARE NOT RECOMMENDED OR AUTHORIZED FOR ANY USE WHICH COULD RESULT IN SUBSTANTIAL HARM TO PERSONS OR PROPERTY.** Customer assumes all risk and liability for use in such applications agrees to indemnify Oils by Nature for all damages that may be incurred due to use of Oils by Nature's products in these prohibited applications. Any cause of action against Oils by Nature must be instituted within one (1) year from the date the cause of action arose or be forever waived and barred.

ALTHOUGH OILS BY NATURE HAS USED REASONABLE EFFORTS TO ACCURATELY ILLUSTRATE AND DESCRIBE THE PRODUCTS IN ITS LITERATURE, AND WEBSITE, SUCH ILLUSTRATIONS AND DESCRIPTIONS ARE FOR THE SOLE PURPOSE OF PRODUCT IDENTIFICATION AND DO NOT PROVIDE AN EXPRESS OR IMPLIED WARRANTY OR AFFIRMATION OF FACT, OF ANY KIND OR A WARRANTY OR AFFIRMATION OF FACT THAT THE PRODUCTS WILL CONFORM TO THEIR RESPECTIVE ILLUSTRATIONS OR DESCRIPTIONS. **IN ADDITION, OILS BY NATURE DISCLAIMS ANY LIABILITY RELATED TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, PRODUCT RECOMMENDATION OR PRODUCT MISAPPLICATION.**

6. **FORCE MAJEURE.** Oils by Nature shall not be liable for loss or damage caused by any delay or failure to perform resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses, or any circumstances beyond the control of Oils by Nature in its business operations.

7. **GOVERNING LAW.** This Agreement and any sales hereunder shall be governed by the laws of the state of Ohio without regard to conflicts of laws rules and venue shall be in the federal and state courts of Cuyahoga, County, State of Ohio, United States of America. The parties expressly exclude the application of the 1980 United Nations Convention of Contracts for the International Sales of Goods, if otherwise applicable.

8. **SEVERABILITY.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. **DISPUTE RESOLUTION.** Actions by Oils by Nature for nonpayment by the customer of the purchase price of products sold by Oils by Nature, or for redress of other breaches by the Customer of these terms and conditions of sale may be brought by Oils by Nature, at its option, before any U.S. or foreign judicial court of competent jurisdiction or at Oils by Nature's option, disputes between Oils by Nature and the Customer, including all claims for non-performance by Oils by Nature, shall be finally settled by arbitration in Cleveland, Ohio U.S.A. under the Commercial Rules of the American Arbitration Association, by a single arbitrator appointed in accordance with said Rules applying these Terms and Conditions of Sale and consistent provisions of the federal and state laws (except conflict of law rules) of the State of Ohio, U.S.A.

10. **WAIVER.** Oils by Nature's failure to insist on performance of any term or condition contained in this Agreement, or failure to exercise any of Oils by Nature's rights hereunder, shall not constitute a waiver of any of Oils by Nature's rights or remedies under this Agreement.

11. **NO THIRD PARTY BENEFIT.** The provisions set forth in these Terms and Conditions of Sale are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

12. **GENERAL.** All orders are subject to acceptance by Oils by Nature. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party