



Purchase Terms and Conditions

The following terms and conditions, including any documents incorporated by reference herein, shall govern the purchase by Lang Pharma Nutrition, Inc. (“Lang”) of all items (the “Products”) from you (“Vendor”).

1. TERMS OF AGREEMENT.

The following terms and conditions apply to all Lang purchase orders, in addition to any terms set forth on the face of an individual purchase order (each, an “Order”). Acceptance by Lang of any offer from Vendor is expressly limited to the terms and conditions of the Order and Lang hereby objects to and shall not be bound by any additional or conflicting terms, whether printed or not, on any communication between Vendor and Lang, it being understood that the terms and conditions of this Order shall prevail. Vendor’s electronic acceptance, acknowledgement of this Order, or commencement of performance constitutes Vendor’s acceptance of these terms and conditions.

2. DELIVERY.

2.1 Time is of the essence in Vendor’s performance of its obligations under this Section 2. Vendor will immediately notify Lang if Vendor’s timely performance under the Order is delayed or is likely to be delayed. Lang’s acceptance of Vendor’s notice will not constitute Lang’s waiver of any of Vendor’s obligations.

2.2 If Vendor delivers Product or labels, bottles and/or caps (“Componentry”) after the date specified in the Order (the “Delivery Date”), Lang may reject such Products or Componentry. Vendor acknowledges that Lang’s damages for late delivery include all reasonable late delivery penalties and other reasonable direct costs and expenses incurred by Lang or imposed on Lang and will be assessed against Vendor and payable within thirty (30) days of assessment.

2.3 Vendor will preserve, pack, package and handle the Product and Componentry so as to protect from loss or damage and in accordance with best commercial practices in the absence of any specifications Lang may provide. Without limiting the foregoing, Vendor shall observe the requirements of all laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

2.4 Each shipment must be accompanied by a Certificate of Analysis (“CofA”), when applicable with a copy of each CofA sent contemporaneously to the contact designated by Lang.

2.5 Vendor shall bear the risk of loss or damage to all Products purchased pursuant to the Order until received by Lang.

3. PRICE AND PAYMENT.

3.1 Unless otherwise specified in the Order, the price for the Products includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. All amounts paid under the Order shall be in U.S. Dollars.

3.2 Unless previously negotiated with Lang, payment shall be made on Net sixty (60) from the date the Products or Componentry are delivered to Lang.

3.3 Disputes. Lang shall have the right to dispute invoices by notice to Vendor. For any invoices containing invoicing errors or pertaining to nonconforming goods, payment shall be due only with respect to the undisputed portion, until the invoicing errors are corrected and a new invoice, with respect to the incorrect portions on the original invoice or adjusting for the nonconforming goods, is received by Lang, in which case the remaining payment will be due thirty (30) days from the date Vendor provides the corrected invoice.

4. INSPECTION AND ACCEPTANCE.

Lang may reject any or all of the Products which do not conform to any Order requirements within thirty (30) business days of Vendor's delivery of the Products. At Lang's option, Lang may (i) return the nonconforming Product to Vendor for a refund or credit; (ii) require Vendor to replace the non-conforming Product in a time frame as required by Lang on a case by case basis; or (iii) require that Vendor repair the non-conforming Product so that it meets the requirements. As an alternative to (i) through (iii), Lang in its sole discretion may accept the non-conforming Product conditioned on Vendor providing a refund or credit in an amount Lang reasonably determines to represent the diminished value of the non-conforming Product. Lang's payment to Vendor for Product prior to Lang's timely rejection of such Product as nonconforming will not be deemed as acceptance by Lang.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Vendor represents and warrants that:

5.1 (i) it has the full power to enter into the Order and to perform its obligations under the Order; (ii) the Product, and Lang's use of the Product, do not and will not infringe upon any patent, copyright, trademark, trade secret or other intellectual property whether proprietary, contractual, or by statutory or common law, right of any third party with respect to the Products provided under the Order; (iii) Vendor will not disclose to Lang, bring onto Lang's premises, or induce Lang to use any confidential or proprietary information that belongs to anyone other than Lang or Vendor which is not covered by a non-disclosure agreement between Lang and Vendor; (iv) Product supplied under the Order: (a) shall strictly conform to all specifications or other descriptions furnished to and approved by Lang, (b) shall be fit and serviceable for the purpose intended, as agreed to by Lang and Vendor; and (v) Vendor has good and marketable title to all Products including components thereof purchased by Lang pursuant to the Order, free from all liens and encumbrances and that no licenses are required by Lang to use such Products.

5.2 Vendor warrants to Lang that all Product or other products delivered or caused to be delivered by Vendor to Lang as of the Delivery Date thereof (i) will not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (hereafter "FDC

Act"), 21 U.S.C. § 301 et seq.; (ii) will not be an unapproved new drug within the meaning of section 505 of the FDC Act, 21 U.S.C. § 355; (iii) will have been formulated, manufactured, packaged, labeled, advertised, promoted, and handled in accordance with all other applicable requirements of federal, state, and local law; and (iv) otherwise will not be an article that may not properly be introduced into commerce under the provisions of the FDC Act or any other applicable federal, state, or local law. Vendor further warrants to Lang that all Product delivered by Vendor to Lang shall conform to the specifications of the Product in the Order and will be shipped in accordance with Lang's delivery terms .

5.3 Vendor covenants that it shall not assign, transfer or subcontract any part of the Order without the prior written consent of Lang.

5.4 Vendor covenants that no commissions, compensation or benefit of any kind will be paid or offered by Vendor to any third party that is based upon, or in any way related to, the business Vendor does with Lang.

6. CONFIDENTIAL INFORMATION AND PUBLICITY.

6.1 If Lang and Vendor have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of confidential information under the Order, and if the term of the NDA expires before the expiration or termination of the Order, then the term of the NDA shall be automatically extended to match the term of the Order.

6.2 The parties shall treat the terms, conditions, and existence of the Order as Confidential Information as defined in the NDA.

6.3 Vendor shall obtain Lang's written consent prior to any publication, presentation, advertising or promotion of a Lang Product or a Product of one or more of Lang's customers, any display of the Product at a trade show or public event, or any public announcement or press release concerning its relationship as a Vendor to Lang or Lang's customers.

7. INDEMNIFICATION.

7.1 As used in this Section 7, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

7.2 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnifying Party will have no authority to settle any Claim on the Indemnified Party's behalf.

7.3 Vendor shall defend, indemnify and hold Lang harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Vendor (including its subcontractors) in the performance of the Product; or (ii) any infringement of a third party's rights to intellectual property, or any other rights.

7.4 Lang shall indemnify and hold Vendor harmless from and against any and all Claims as incurred, arising out of or in connection with: (i) Vendor's use of information or materials provided to Vendor by Lang or (ii) infringement of a third party's rights to intellectual property or any other rights resulting from Vendor's adherence to Lang's written instructions.

7.5 If a third party enjoins or interferes with Lang's use of any Product, then in addition to Vendor's obligations under Section 7.3, Vendor will use its best efforts to (i) obtain any licenses necessary to permit Lang to continue to use the Product; (ii) replace or modify the Product as necessary to permit Lang to continue to use the Product; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Lang the amount paid for any Product for which a third party enjoins or interferes with Lang's use of the Product.

7.6 Nothing in this Section shall limit any other remedy of the parties.

8. LIMITATION OF LIABILITY.

8.1 NOTWITHSTANDING ANYTHING ELSE IN THE ORDER OR OTHERWISE, LANG WILL NOT BE LIABLE TO VENDOR WITH RESPECT TO THE SUBJECT MATTER OF THE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT LANG PAID TO VENDOR IN THE THREE MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

8.2 IN NO EVENT WILL LANG BE LIABLE TO VENDOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE ORDER, WHETHER OR NOT LANG WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

9. INSURANCE.

Vendor will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property, products liability coverage in amounts sufficient to protect and in no event less than Five Million Dollars (\$5,000,000) in product liability coverage, listing Lang as an additional insured. Vendor further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Vendor in the jurisdiction or jurisdictions in which Vendor's operations take place.

10. COMPLIANCE WITH LAWS.

Vendor represents and warrants that it will comply with all applicable federal, state and local laws and regulations pertaining to its Products and to its performance of its obligations under this Order. Vendor's failure to comply with this provision shall constitute a material breach of this Order.

11. FORCE MAJEURE.

Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control.

12. SEVERABILITY.

If for any reason a court of competent jurisdiction finds any provision of these terms and conditions, or portion thereof, to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the provisions shall continue in full force and effect.

13. WAIVER.

Any waiver of any covenant, condition, or agreement to be performed by a party hereunder shall (i) only be valid if the waiver is in writing and signed by an authorized representative of the party against which such waiver is sought to be enforced, and (ii) apply only to the specific covenant, condition or agreement to be performed and to the specific instance, and shall not constitute a continuing waiver.

14. EXPORT CONTROL.

Vendor acknowledges and agrees that the commodities herein may be subject to the export control laws and regulations of the United States and/or other national governments. These regulations include, but are not limited to, the U.S. Export Administration Regulations (US EAR), the U.S. State Department's International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of Treasury Office of Foreign Assets Controls (OFAC) and export laws and regulations of the European Union (EU) and/or any of its member states. Lang will comply with these laws and regulations. Vendor shall not, without prior U.S. Government authorization, export, re-export, or transfer any commodities, software, or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the restricted parties' lists maintained by the U.S. Departments of State, Treasury, or Commerce.

15. ATTORNEYS' FEES.

In the event that Lang incurs attorneys' fees or other costs to enforce performance of any obligation, agreement or covenant by the Vendor, or to establish damages for the breach of any obligation, agreement or covenant under these Terms and Conditions, or to obtain any other appropriate relief under these Terms and Conditions, whether by way of prosecution or defense, Vendor agrees to reimburse Lang immediately upon demand, Lang's reasonable attorneys' fees and costs, including any appellate fees and the costs, fees and expenses incurred to enforce or collect such judgment or award and any other relief granted.

16. UNITED NATIONS CONVENTION; CONFLICTS OF LAWS

THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. RATHER, THESE RIGHTS AND OBLIGATIONS SHALL BE GOVERNED BY THE LAWS, OTHER THAN CONFLICTS OF LAW RULES, OF THE STATE OF RHODE ISLAND.

17. SUPPLY CHAIN PROCEDURES AND BEST PRACTICES.

Lang may provide Vendor with Lang's Supply Chain Procedures and Best Practices, which may be amended from time to time. Vendor shall use its best efforts to comply with the terms thereof.