

Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

This Agreement contains the terms and conditions that apply to your purchase from the greenpharmus.com entity named on the invoice ("Green Pharm") that will be provided to you ("Customer") on orders for products sold in the United States. By accepting delivery of the products described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. THESE TERMS AND CONDITIONS APPLY (i) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH GREEN PHARM, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (ii) UNLESS OTHER GREEN PHARM STANDARD TERMS APPLY TO THE TRANSACTION. These terms and conditions are subject to change without prior written notice at any time, in Green Pharm's sole discretion. Visit this page to review current Terms and Conditions of Sale which are binding on you.

1. **Other Documents.** These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Green Pharm.
2. **Governing Law.** THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
3. **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within Green Pharm's sole discretion, and unless otherwise agreed to by Green Pharm, payment must be received by Green Pharm prior to Green Pharm's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Green Pharm. Invoices are due and payable within the time period noted on the reverse side of this invoice, measured from the date of the invoice. Green Pharm may invoice parts of an order separately. Orders are not binding upon Green Pharm until accepted by Green Pharm. Any quotations given by Green Pharm will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. Green Pharm reserves the right to limit the order quantity on any product and/or to refuse to ship product to any customer for any reason, or for no reason whatsoever, with or without prior notice.
4. **Shipping Charges; Taxes.** Separate charges for shipping and handling will be shown on Green Pharm's invoice(s). Unless Customer provides Green Pharm with a valid and correct tax exemption certificate applicable to the product ship-to location prior to Green Pharm's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, however designated, except for Green Pharm franchise

taxes and taxes on Green Pharm 's net income. If applicable, a separate charge for taxes will be shown on Green Pharm's invoice.

5. **Title; Risk of Loss.** Title to products passes from Green Pharm to Customer on shipment from Green Pharm's facility. Loss or damage that occurs during shipping by a carrier selected by Green Pharm is Green Pharm's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).
6. **Warranties, Disclaimers.** GREEN PHARM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In addition to these Terms and Conditions, customer agrees to be bound by the acceptance of contract terms contained elsewhere in this site.
7. **Return Policies.** Green Pharm products that are purchased directly from Green Pharm by an end-user Customer may be returned by Customer in accordance with Green Pharm 's "5 STAR GUARANTEE" in effect on the date of the invoice.
8. **Products.** Green Pharm's policy is one of on-going product update and revision. Green Pharm may revise and discontinue products at any time and are not responsible for typographical errors or misprints. Greenpharmus.com reserves the right to limit order quantity at any time without notice. Prices and promotions are subject to change without notice.
9. **Price Definitions and Promotions.** "Retail price" is defined as the manufacturer's suggested retail price. "Green Pharm price" refers to the product's non-promotional price on greenpharmus.com. "Sale price" is a limited time promotional price for the product.

Green Pharm conducts periodic promotions related to shipping, products, and promotional codes. All offers are for a limited time only, and while supplies last. Offers cannot be applied to previous orders. Rain checks are not allowed. Acceptance of promotional codes is at the sole discretion of Green Pharm. Promotional codes offering percentile discounts shall only apply to the first \$1,000 value of the order. Green Pharm reserves the right to cancel an order if it believes that a fraudulent or abusive order has been placed.

10. **Limitation of Liability.** GREEN PHARM DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS FOR ANY REASON. GREEN PHARM WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.
11. **Arbitration.** Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) against Green Pharm, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, " Green Pharm ") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent

permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Green Pharm 's advertising, any related purchase, including the validity of this arbitration clause shall be resolved exclusively and finally by binding arbitration administered by the National Arbitration Forum (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com> , or via telephone at 1-800-474-2371). The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between Customer and Green Pharm. The arbitration shall be held in Suffolk County, New York at the office of Green Pharm, by telephone, or online. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

12. **Applicable Law; Not For Resale.** Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale. Green Pharm has separate terms and conditions governing resale.
13. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.
14. **Acceptance.** By ordering any product from Green Pharm, whether by clicking through over the internet, telephone, facsimile or otherwise, the customer agrees to be bound by these Terms and Conditions of Sale, as well as the "Acceptance of Contract Terms" contained elsewhere in the Green Pharm site.