

- 1) All product(s) shall be deemed acepted unless buyer gives notice of any problems such as shortage, damage, return, refusal, and/or defects within five (5) days of buyer's receipt. Buyer is responsible for conducting any required quality control at its expense and shall return any nonconforming goods within 10-day period.
- 2) All returns must first be authorized by the seller's management. Returned goods must be accompanied by the seller's returned materials authorization number (RMA number), customer name, and the original purchase order number. Returned material must be returned in its original packaging, form and quality. The buyer assumes all liability for product which is damaged in transit. All returns received for any reason other than quality, will be subject to a 25% restocking charge. All repackaging fees are non-refundable.
- 3) No warranties: the buyer hereby acknowledges that (a) the seller is only a reseller or distributor of the products, (b) the seller undertakes no inspection or investigation of the products, and (c) the products sold by the seller are provided as is. The seller makes no representations or warranties, express or implied, with respect to the products, the components or ingredients thereof, or the quality or use thereof. The seller disclaims all implied warranties, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. The buyer further acknowledges that it is relying solely on its own inspection or investigation of the products, and on the warranty (if any) provided by the third party manufacturer or supplier of the products. Risk of loss: title to the product and risk of loss passes from the seller to the buyer on shipment from the seller's facility. Regardless of the manner of shipment, loss or damage that occurs during shipping is the buyer's responsibility.
- 4) All custom order product(s) must be prepaid before delivery and are non-returnable. All returns must be authorized and returned materials authorization number. All returns received for any reason other than quality, will be subject to a 25% restocking charge. All repackaging fees are non-refundable.
- 5) If customer after delivery of the product, obtains a certificate of analysis from an independent laboratory which shows that one or more levels of quality and parameters is out of specification, and so informs Maypro within 15 day delivery of the product to customer along with a copy of the certificate of analysis, Maypro will, at customer's request, either refund payments made by the customer for the product or replace the product with new product that conforms to the specification sheet.
- 6) Customer may select from amongst the following independent laboratories, or select a different independent laboratory if Maypro agrees in writing in advance to the use of that laboratory: Craft Laboratories, inc. 1901 Lakeview DR. Fort Wayne, IN 46808. Tel: (260) 4329467 (or) Covance, inc. 210 Carnegie Center, Princeton, NJ 08540-623 USA. Tel: 609-452-4440 for microbiology, heavy metals, and pesticides.

7) If customer tests for species identification, the product must be tested by reference to a recognized standard specific to the product form as a whole herb, powdered herb, extract or powder. Test results showing species variance when measured against a different form of the product will not be recognized by Maypro as establishing species variance. Customer is responsible for the cost of customer testing. If approved by Maypro for return as the result of customer testing in conformance with this section, Maypro shall pay the cost of shipping. Products which customer's tests show a variance from the certificate of analysis but are nonetheless within the range of the specification sheet may not be returned pursuant to this provision.