

Shay and Company **Terms and Conditions of Sale**

1. Controlling Document Shay and Company hereby accepts the Buyer's order pursuant to and conditioned on the Buyer's assent to the terms and conditions set forth herein. Shay and Company agrees to furnish goods (the Product or Products) only upon these terms and conditions. This document constitutes the entire agreement between the parties. Differing terms and conditions shall require a separate written agreement. **THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON THE BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER.** No course of prior or current dealings between the parties and no usage of trade shall be relevant to, supplement or explain any term nor shall course of prior or current dealings constitute a waiver of any of the terms contained herein. Photocopies, electronic copies, and facsimile transmissions of documents shall be effective as originals and shall be considered a writing between the parties. Buyer is deemed to have accepted the Terms and Conditions contained herein upon shipment of the Product. Any other information provided by Shay and Company, including information contained in a Safety Data Sheet (SDS), is subject to these terms and conditions. Buyer acknowledges that it has reviewed the applicable SDS available from Shay and Company prior to Buyer's use of the Product, and Buyer acknowledges and agrees that the information contained in the SDS is provided subject to both these terms and conditions and the provisions set forth in the SDS.

2. Prices and Taxes - Buyer shall pay Shay and Company the standard price for Product(s) listed by Shay and Company on the date Shay and Company ships the Buyer's order or any price expressly quoted by Shay and Company in writing to the Buyer. Shay and Company reserves the right to change the price on future orders of Products. All prices listed or quoted shall be exclusive of delivery charges, taxes, customs, duties, or other customary shipping fees unless otherwise expressly stated.

3. Shipment - Shay and Company makes efforts to meet Buyer's requirements for Product delivery whenever possible. However, any shipping, delivery, or processing dates as indicated by Buyer or Shay and Company are estimates only, and Shay and Company shall have no liability to Buyer for failure to complete delivery of an order by the date indicated or for any of Buyer's incidental, indirect or consequential damages arising from a delay. Shay and Company shall ship Product to Buyer F.O.B. Origin, with packaging and carriers as designated by Shay and Company, unless otherwise specified in writing between the parties. Shay and Company title to Product passes to Buyer upon delivery of Product to the carrier for shipment, with carrier acting as Buyer's agent. Buyer assumes the risk of loss for Product in transit and shall be responsible for obtaining insurance, if desired. For foreign shipments Buyer assumes all risk and responsibility relating to entry of Product into the country of destination, and Shay and Company makes no warranties or guaranties relating thereto, and shall have no liability relating thereto. Shay and Company will not consider any claim for non-conforming Product or shortages (Non-Conformances) unless Buyer complies with the notice and authorization requirements set forth at paragraph 6.

Return Policy

Due to the nature of selling raw materials meant to be used in skincare products, we are not able to accept returns or exchanges on any opened items.

If we shipped you the incorrect item, we will gladly replace it or refund your account. If you accidentally order the incorrect item and you have not opened the container, you can return it to us within 15 days at your cost and we will refund or exchange your account.

Buyer may not return Product without Shay and Company's written authorization. If a return is authorized, Buyer shall return all non-conforming Product within 15 days after receipt of authorization, and shall ship the Product F.O.B. Destination. All approved returns of conforming products are subject to a restocking charge of 20% computed at original invoice value. All returns must be sent to Shay and Company, 10639 SE Fuller Rd, Milwaukie, OR 97222. All unauthorized returns will become the property of Shay and Company and no credit will be issued.

Product for which delivery is suspended pending payment by Buyer, as well as Product of which delivery is wrongfully rejected or not accepted by Buyer, shall be held and stored by Shay and Company at risk and expense of Buyer. Special delivery terms may apply contract Shay and Company for details.

Damaged Items in Shipping

If Buyer receives a box with damaged or missing items, Buyer must have your delivery driver acknowledge the damage before they leave, if you can tell from the outside. Shipping companies can note issues in their system and that way issues can be resolved.

Buyer must take pictures of the exterior of any box you received with a damaged or missing item. Often, when UPS damages an order, they will re-package the item(s) into their own boxes and you will never know. Sending us pictures of the box as it arrived lets us know if it was delivered in the original box or not. Do not discard any original packaging as UPS will require them to be held for inspection.

As Buyer unpacks the boxes, if items are damaged, please email us with photos and information on the damaged items. This will help us when we file our damage claim with UPS/USPS. If the items are damaged or missing, we will gladly replace them, but we also have to file a claim with UPS in order to get reimbursed. Replacing missing items is a part of business, but it can get costly!

Pallet shipments must be inspected before the driver leaves your delivery. Pallets can arrive looking complete as trucking companies will re-wrap damaged pallets in transit. Buyer shall count the total number of items and verify that everything arrived correctly. **Buyer must have the delivery driver acknowledge any damages or missing items BEFORE they leave, or the trucking company will not compensate us.** If you have the damages notated, and email us with pictures of the damage, we will replace the items at no cost and we will file a claim with the trucking company. **If the driver leaves without acknowledging any damage or shortage, we will not be held liable for replacement of missing or damaged product.**

All damages on LTL shipments must be notified to Shay and Company in writing with accompanying driver signed BOL and imaged within 3 (three) days of receipt.

4. Terms of Payment - Payment for Product shall be due as of the payment date stated on the Shay and Company's invoice. Any overdue payment may be subject to a late payment charge of 1.5% per month (18% per year) or the highest amount permitted by law, whichever is less. Unless otherwise indicated in writing, each shipment shall be considered an independent transaction and payment therefore shall be made accordingly. Invoiced freight charges include applicable shipping, handling, and processing charges. All orders are subject to approval of Shay and Company credit department. If in the judgment of Shay and Company the financial condition of the Buyer at any time does not justify

continuance of shipment on the terms of payment specified, Shay and Company may require full or partial payment in advance. In the event of bankruptcy or insolvency of Buyer, or in the event of any proceeding brought by or against Buyer under insolvency laws, Shay and Company shall be entitled to cancel any order of the Buyer then outstanding and shall receive reimbursement from Buyer for Shay and Company's cost as of the date of cancellation. Buyer authorizes Shay and Company to investigate Buyer's credit and financial standing. Buyer will supply any financial information reasonably requested by Shay and Company. Shay and Company agrees to hold such information confidential, and Shay and Company reserves the right to require Buyer's principles to guaranty payment on any order before, during or after fulfillment of any order. Shay and Company shall maintain a priority purchase money security interest in the Product (and replacement) delivered hereunder and in the proceeds from the sale and disposition thereof, until Buyer has made payment in full for such Product. Buyer shall, upon request by Shay and Company, execute all documents (such as UCC-1) necessary to perfect such security interest in Product. Shay and Company has the right, upon demand, to repossess Product delivered hereunder if Buyer fails to make timely payment. All payments shall be made without any deduction and free of any set-off or other counterclaim.

5. Marking Requirements All Products purchased from Shay and Company and repackaged must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the container will permit in such a manner as to indicate the English name of the country of origin of the article to the ultimate purchaser in accordance with the requirement of 19 U.S.C and 19 CFR Part 134.

6. Inspection - Buyer shall be responsible for inspecting and examining all Product shipped hereunder prior to acceptance. Buyer shall give Shay and Company written notice of rejection specifying the alleged Non-Conformance within three days following delivery to Buyer. Failure to provide such written notice of rejection within the three days of delivery shall be deemed to be acceptance of the Product by the Buyer as of the date of shipment. Any resale, commingling, alteration or incorporation of the Product by the Buyer shall be deemed acceptance of the Product as of the date of shipment.

7. Warranty - There are no express warranties hereunder. The liability of Shay and Company for any claim brought by the Buyer is limited, at Shay and Company's option, solely to replace the Product, or apply an appropriate credit adjustment not to exceed the sales price of the Product to Buyer. If the claim is relative to Non-Conformance, Buyer is only entitled to the remedies listed above provided that (a) Shay and Company is notified in writing by Buyer within three days of receipt of alleged Non Conformance setting forth the alleged Non- Conformance, date of purchase, date of receipt, and invoice number; (b) Buyer shall set aside and hold such Product without further use or processing until Shay and Company advises Buyer as to the proper disposition of the Product; and (c) unless shortage, the Products returned to or inspected by Shay and Company, and Shay and Company determines that Non-Conformance exists, and was not caused by negligence, misuse, improper storage, or accident. Buyer shall have no right to cover by procuring substitute goods at the expense of Shay and Company.

SHAY AND COMPANY HEREBY MAKES NO OTHER WARRANTY EXPRESSED OR IMPLIED. SHAY AND COMPANY EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SHAY AND COMPANY.

SHAY AND COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SHAY AND COMPANY ANY LIABILITIES. UNDER NO CIRCUMSTANCES SHALL SHAY AND COMPANY, ITS AFFILIATES, SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE TO THE BUYER OR ANY OTHER PERSON FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGE, LOSS OR EXPENSE.

Buyer's remedies under this Agreement for any claim against Shay and Company shall be solely and exclusively limited to replacement of the Product or a credit not to exceed the sales price of the Product to the Buyer. Said choice of remedy shall be in the sole discretion of Shay and Company. This section sets forth the sole and exclusive remedy against Shay and Company. No action may be taken against Shay and Company for breach of this Agreement more than one year after the accrual of the cause of action.

8. Intellectual Property - All specifications, designs, data methods, patterns, and ideas made, used, conceived, developed or acquired by Shay and Company incident to its performance under this Agreement and all patent, trade-secret, know how, copyright, trademark or other proprietary right therein shall be the exclusive property of Shay and Company, and no part of the purchase price hereunder shall be deemed applicable to acquisition of or licensing of the foregoing unless otherwise agreed to in writing by Shay and Company. No licenses to any intellectual property of Shay and Company (including use of trademarks and trade names) are granted to Buyer. SHAY AND COMPANY HEREBY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER ABOUT THE NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY. SHAY AND COMPANY WILL NOT BE OBLIGATED TO DEFEND AND DOES NOT INDEMNIFY BUYER IN ANY WAY WHATSOEVER RELATING TO ANY THIRD PARTY'S INTELLECTUAL PROPERTY.

9. Force Majeure - Shay and Company shall be relieved of the performance of its obligations for the duration and to the extent that it is prevented in the performance of its obligations by reasons of force majeure. For purposes of this clause, force majeure is defined as circumstances or events which may have not been foreseen at the time of entering into this transaction, which are not the fault of Shay and Company and which prevent the performance of all obligations hereunder and which are not capable of being remedied. Force majeure events include, but are not limited to, acts of God, acts of war, acts of the Government, acts of Buyer, inability to obtain necessary labor, materials or manufacturing facilities, blockades, revolutions, industrial disputes and commercial impracticality.

10. Equal Employment Opportunity - Shay and Company represents that it does not discriminate against its employees or applicants for employment on the grounds of race, color, religion, sex, sexual orientation, national origin or any other protected category. Shay and Company complies with Executive Order 11246.

11. Indemnification - Buyer shall indemnify, defend, and hold Shay and Company, its employees, suppliers, and agents harmless from and against any and all liabilities, damages, injuries, claims (irrespective of the legal theory on which any claim is based), suits, judgments, causes of action, and expenses (including attorney's fees, court costs and out-of-pocket expenses) suffered or incurred by Shay and Company as a result of any action or omission by Buyer its employees or agents.

12. Assignability Shay and Company may assign or subcontract all or any portion of its right or obligations with respect to sale of the Product or assign the right to payment without Buyer's consent. Buyer may not assign these Terms and Conditions, or any of its rights or obligations herein without prior written consent of Shay and Company subject to the restrictions in assignment contained herein. These Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No portion of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties.

13. Law and Jurisdiction - This agreement shall be deemed to be made in Oregon and governed in all respect by Oregon law. The parties to this agreement irrevocably consent to the exclusive jurisdiction of the State and Federal Courts located in Oregon. If any portion of this Agreement is found by a Court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the remainder of this Agreement.