

These terms and conditions of sales (the "Terms and Conditions") are binding on the person or entity purchasing products from Lorenol Labs®, LLC ("Lorenol® "), as indicated on the preceding order form.

**Definitions:**

- a. "Customer" shall mean the company, entity or person identified on the Order Form and, if a company or entity, its affiliates, subsidiaries, members, and partners.
- b. "Formulation" shall mean the formula for any product, including any ingredients and the amounts of ingredients in the Product, and the process by which the Product is produced.
- c. "Marks" shall mean the Lorenol® name and logo, and the name of any Product and any logo or design appearing on such Product as provided by Lorenol®.
- d. "Order Form" shall mean the order form to which these Terms and Conditions are attached or any other order form of Lorenol® used by Customer via physical or electronic means.
- e. "Product" shall mean any product or products purchased by Customer from Lorenol Labs®.

**Payment terms:**

Payment is due the date the order is placed, payable by cash, or credit card only. Checks or Net 30 terms must be pre approved by the home office. Associated agreement terms must be made within 30 days of shipment receipt.

- a. Damaged /Problem Shipments: Product shipments are expected to be inspected upon receipt. Detailed reporting of issues should be made to [jam@lorenollabs.com](mailto:jam@lorenollabs.com) on shipment issues for, missing or damaged products within 48 hours of receipt. It is recommended that all packing receipts be retained until items have been fully inspected.
- b. Returns/Exchanges: Returns, exchanges, and associated agreement terms must be within 30 days of shipment receipt. All Returns/Exchanges must receive an RA#.

**Wholesale Pricing:**

Prices of Lorenol Labs® products are reflected on the webpage [lorenollabs.com](http://lorenollabs.com). The website reflects current pricing, however, prices are subject to change, with formal effective notice at the beginning of a calendar month.

**Comments/ Recommendations:**

Company objectives include providing excellent customer service, accordingly e-mail recommendations, comments, suggestions to [info@lorenollabs.com](mailto:info@lorenollabs.com) are welcome and requested.

**Customer License to Marks:**

Customer may use the Marks that are provided by Lorenol (i) on the Product and on marketing collateral, Product instructions, Product inserts, and other documents supplied by Lorenol®, and (ii) on Customer's website, social media sites, printed materials and ads, solely for the promotion, marketing and sales of Lorenol's Product by Customer. The following sentence notwithstanding, (A) all use of the Marks on Customer's website and other social media sites must conform to Lorenol's® Trademark Usage Guide on Lorenol Labs® website, which is subject to change without notice, and (B) all printed materials of any kind using the Marks require the advanced approval of Lorenol Labs®. Lorenol Labs® reserves the right to reject Customer's specific use of the Marks in print or on social media, and customer will cease such specific usages immediately upon receiving notification from Lorenol Labs®.

**Product Sales:**

Lorenol Labs® products are exclusively marketed by **Medically Directed** Locations. Non medically directed location product sales are prohibited. Deviations from published Company Image usage, and or online sales must be requested and formally approved by the company. Unauthorized Sales can result in withdrawal/suspension/termination of the Sales agreement.

**Adverse Reaction Report:**

Should any end user sold Product by Customer complain of any adverse reaction(s) to the Product Customer shall have the end user customer fill out an Adverse Reaction Report (as provided or from the Lorenol® website). The report should be filed immediately with the Medically directed Doctor, Nurse, Professional location where Product was purchased and emailed to [jam@lorenollabs.com](mailto:jam@lorenollabs.com) within 24-48 hours of Customer learning of the adverse reaction(s).

**Warranty Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LORENOL TM DISCLAIMS ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL, OR (WRITTEN) WITH RESPECT TO THE PRODUCT, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, AND NON-INTERFERENCE.

**Limitation of Liability:**

LORENOL® SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING; AND (B) IN NO EVENT SHALL THE TOTAL COLLECTIVE LIABILITY LORENOL® UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR OWED BY CUSTOMER FROM LORENOL® DURING THE 6 MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS SHALL APPLY IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

**Miscellaneous:**

- a. Ruling Law. These Terms and Conditions shall be governed by the laws of the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction).
- b. No Modifications. Nothing contained in any purchase order or other document shall in any way modify these Terms and Conditions or add any additional terms or conditions.