

Ways to place an Order

1. Ring our Customer Service Department on 0800 0851 697 (freephone)
 2. Fax this form to 0800 0851 698 (freephone) (inside only) (please fill in your account details)
 3. Complete and post this form to: Au Naturel (UK), Inc.
1 Platinum Road
Off Cobalt Avenue
Manchester M41 7LJ
-

Terms and Conditions of Sale

1. **Terms of Sale.** Customer's orders are submitted to Au Naturel (UK), Inc. (the "Company") with respect to products to be purchased hereunder (the "Products") and will be governed by these terms and conditions (the "Terms and Conditions"). Nothing contained in any purchase order or other correspondence will in any way modify these Terms and Conditions or add any additional terms or conditions, all of which are hereby expressly rejected by the Company. By placing an order or accepting Product, Customer will be deemed to have: (i) accepted and agreed to these Terms and Conditions, and (ii) certified that Customer meets and will continue to meet Company's Standards. These Terms and Conditions may be revised at any time by the Company, and orders submitted after such revisions will be governed by the revised Terms and Conditions. The most current Terms and Conditions are available at www.aunat.com/terms. Company has the right at any time to revise the Products, the specifications of the Products, and the prices of the Products without prior notice. Such revisions will apply to all orders received thereafter.
2. **Order and Acceptance.** An order is an agreement between the Company and the Customer to enter into a contract. Each and every order is a separate contract subject to the Terms and Conditions at the time of order. No order will be binding upon Company until accepted by the Company and Company will have no liability to Customer with respect to purchase orders that are not accepted. Shipment of an order will be deemed to constitute Company's acceptance of such order; the Company has no liability to Customer for orders not received or not accepted.
3. **Pricing, Order Quantities, and Shipping Policy.** All prices listed are in British Pounds Sterling (£). All products available in individual or multiple quantities. Orders for £50 or greater net (after discounts) will not incur carriage charges; however, orders for less than £50 net will be charged an additional £6.00 for shipping and handling. All orders received by 2:00 p.m. will usually be shipped within 24 hours. Additional charges may apply if customer requests additional services, such as Saturday delivery.
4. **Payment.** Unless credit terms have been established, Company requires payment in advance by Visa, MasterCard, American Express, Discover, Switch, or C.O.D. (C.O.D. orders under £500 will incur C.O.D. fees but may be paid with a Customer check; if equal to or greater than £500, a credit card or a cashier's check is required). To establish credit, a completed credit application is required. Upon approval and as to orders within credit limits, terms are net 30 days from date of invoice, unless a different period is stated on the invoice. Company will not be required to make any shipment until payment is made consistent with the terms hereof. Unless otherwise agreed to by Company, all payments hereunder will be in British Pounds Sterling. Any amounts owing hereunder and not paid on a timely basis will bear interest at a rate of 1.5% per month, which is an annual percentage rate of 18% per annum), even if not indicated on invoices, or at the highest rate permitted by law, whichever is lower. Returned checks may be submitted for collection and are subject to a £25 returned check fee. Failure to pay the invoiced amount in full on the terms specified herein will void any and all discounts given and Customer will be liable for Company's standard wholesale pricing. Customer will pay all of Company's costs and expenses

(including solicitor's fees, court costs, and collection costs) incurred to collect any amounts owing Company. The Company reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.

5. **Risk of Loss and Delivery; Reservation of Title.** Liability for loss or damage passes to Customer upon delivery to the carrier. Shipping and delivery dates are approximate only. Company will not be liable for any loss or expense (consequential, incidental or otherwise) incurred by Customer (or any of its customers) if Company fails to meet such dates for any reason. Customer will be billed for the carriage charges if a package is refused. Although risk of loss or damage to Products will pass to Customer upon delivery to the carrier, transfer of legal and equitable title to Products shipped to Customer will be subject to full payment of the purchase price, and if the Customer sells the Products before payment in full is received by the Company, it will be under a duty and obligation to hold such proceeds on behalf of the Company and use such proceeds to discharge the debt due the Company.

6. **Taxes.** Customer's purchase price does not include any taxes or fees that may be applicable to the sale or shipment of the Products, all of which will be the sole responsibility of Customer. Company may either require prepayment of such taxes or fees, or add them as a line item on its invoice, and Customer will reimburse Company for the same within 15 days of the date of the invoice. If a taxing authority later determines such taxes are owing, Customer shall promptly pay or reimburse Company for the same. Products will be invoiced as priced and applicable VAT charged at rates as of the time of order processing.

7. **Inspection of Products.** Customer will inspect all Products promptly upon receipt. Any Products that fail in a material way to meet applicable specifications must be rejected in writing within 30 calendar days of receipt of Products by Customer or they will be deemed accepted. Customer must notify Company in writing within 5 business days of any shortage, damage, or non-deliveries.

8. **Applicable Law.** Customer shall be solely responsible for and shall comply with, at its own cost and expense, all applicable local, state, and federal laws and regulations concerning the sale of the Product and shall not sell the Product in any jurisdiction where sale of the Product is not allowed under applicable laws or regulations.

9. **Returns and Credits.** No Products may be returned for credit or refund without prior authorization of Company. A 20% restocking charge will be assessed on shipments refused or returned within 30 days of shipment date, unless the return is for properly rejected Products. If Company decides at its sole discretion to accept a return of any Products more than 30 days after the shipment date, a 40% handling and return charge will be assessed on all such returns. No expired Products may be returned under any circumstances. Customer will be responsible for all shipping charges for any returned Products, except those that are properly rejected within 30 days and returned with prior authorization. In no event will Company be liable for replacement of Products (or for shipping charges) which have been damaged or abused by Customer or its agents, or which have additional labels or price tags applied. No credits may be taken by Customer without the express written consent of Company. Company will not authorize credit for any products that have been destroyed or discarded by Customer.

10. **Indemnification.** Customer shall defend, indemnify and hold Company and its affiliates, and its and their respective directors, officers, employees, representatives and agents harmless from any and all actions, suits, proceedings, awards, judgments, claims, losses, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) attributable to Customer's breach of these Terms and Conditions (including, but not limited to, Customer's unauthorized sale of the Products) or to any negligent, grossly negligent, willful or unlawful acts or omissions of Customer, its employees, officers, agents, or representatives.

11. **Warranty and Disclaimer.** Customer's sole remedy for defective product shall be a refund of the purchase price. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR QUALITY OR THEIR MERCHANTABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR THE COST OF PROCUREMENT FROM THIRD PARTIES OF ANY SUBSTITUTE GOODS. THE MAXIMUM LIABILITY OF COMPANY HEREUNDER SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY.

12. **Security Interest.** Customer hereby grants, and Company hereby reserves, a security interest in the Products until the purchase price has been paid, foreclosable in accordance with applicable law.

13. **Contingencies.** Company will not be liable for any delay in performance or for nonperformance in whole or in part caused by the occurrence of any contingency beyond the control of either Company or Company's suppliers.

14. **Content.** Approved wholesale customers who choose to use trademarks, artwork, photographs and trade dress found on the labeling of the Products or on Company's websites (the "Content") agree that such use is under a revocable, non-transferrable, non-sublicenseable, non-exclusive license and is only permitted in the normal course of advertising and selling the Products. Company retains the exclusive right, title and interest in and to the Content as well as, at its option, to any modifications and all use thereof shall inure to Company. All use of Content is at Customer's sole risk and Company is under no obligation to monitor any customer's use or notify customers of changes or deletions. Company expressly disclaims any representation or warranty that the Content is valid, that it complies with applicable laws and regulations or that the Content does not infringe the intellectual property rights of third parties. Company may withdraw or terminate this license at any time or may disapprove the use of the Content on or as the URL of particular website(s), in which case such customer shall immediately cease use and transfer ownership upon company's demand. All promotional and advertising materials bearing the Content shall include appropriate legal notices as established from time to time by Company, including "[Trademark] is a trademark of NutraMarks, Inc." or "[Trademark] is owned by NutraMarks, Inc." The rights accruing to Company hereunder will be deemed for the benefit of Company and its affiliates and subsidiaries.

15. **Selective Distribution Terms.** Company is committed to ensuring that its products are sold by master distributors and resellers who can provide a high-quality sale and after-sale experience, ensure that end users are appropriately educated on the correct and safe usage of the Products, and preserve and enhance its brands. Accordingly, Company has introduced a selective distribution system for the retail resale of its products in the European Economic Area, Switzerland, and the United Kingdom. The Selective Distribution Terms set forth below represent the first step in the Company's selective distribution strategy and we may institute new or further terms in the future as the system develops. **By purchasing directly from us as a Distributor, Customer agrees to only sell, distribute, promote, or market the Products to:**

- a) Authorized Offline Resellers, meaning resellers that (i) will sell the Products from physical, brick-and-mortar stores and (ii) comply with the Authorized Reseller Criteria found at www.aunat.com/authorized-forms;
- b) Authorized Online Resellers, meaning resellers that (i) have submitted the Authorized Reseller Online Registration Form found at www.aunat.com/authorized-forms to sell the Products online through a website(s) they directly own and operate, (ii) comply with

- the applicable Authorized Reseller Criteria, and (iii) whose registration has not been rejected by the Company to sell on such website(s);
- c) Authorized Marketplace Resellers, meaning resellers that (i) have submitted the Authorized Online Marketplace Reseller Application Form and Agreement found at www.aunat.com/authorized-forms to sell the Products online through third-party marketplace or platform-hosted stores, (ii) comply with the applicable Authorized Reseller Criteria and the Authorized Reseller Criteria for Third-Party Platforms/Marketplaces found at www.aunat.com/authorized-forms, and (iii) have been approved in writing by the Company to sell from such marketplace or platform stores; and/or
 - d) End users *via* brick-and-mortar stores, Customer's website, and/or third-party marketplace or platform-hosted stores, ***provided that*** Customer is authorized in writing by the Company to do so and complies with the relevant Authorized Reseller Criteria for any sales to end users.

The resellers identified at paragraphs a, b, and c shall together be referred to as the “**Authorized Resellers**”. For the avoidance of doubt, in its capacity as a distributor, Customer agrees that it shall not actively market, sell, or transfer any Products outside the Territory to any customer in a territory that has been exclusively allocated to another distributor or reserved to Company.

16. **Governing Law.** The validity, construction and performance of this contract and the transactions to which it relates will be governed by the Laws of England and the jurisdiction of English Courts.