

NUTRABOLT® TERMS AND CONDITIONS
International Distributors and Retailers (hereinafter “Customer(s)”)

Updated September 2024

Unless Customer is a party to an executed authorized international distribution agreement between Nutrabolt Distribution Canada ULC dba Nutrabolt, a British Columbia unlimited liability company located at 90 Burnhamthorpe Road West, Suite 1400, Mississauga, Ontario, Canada L5B 3C3, or its subsidiaries (collectively “Nutrabolt”) and Customer (the “Distribution Agreement”), and such Distribution Agreement covers the sale or distribution of the products listed on the attached pro forma (the “Products Order”), by accepting the attached pro forma, Customer agrees to be bound by the following terms and conditions for international distributors and retailers (the “Terms and Conditions”). In the event Customer is a party to an executed Distribution Agreement, and such Distribution Agreement includes the products listed in the Products Order, the terms and conditions of the Distribution Agreement shall apply. For the avoidance of doubt, the purchase or sale of any products included in a Products Order, that are not covered by a Distribution Agreement, shall be subject solely to the following terms. Any additional or different terms included, or variations made to these Terms and Conditions by Customer in any order or any other document sent by Customer are void and have no effect.

1. **Purchase & Sale Restrictions**. Customer agrees to purchase Products solely from Nutrabolt in accordance with these Terms and Conditions, and shall market, distribute, and sell the Products solely as permitted herein, and shall not distribute or sell the Products: (i) outside the authorized territory as indicated by Nutrabolt in writing or e-mail; (ii) to any retailers, purchasers, e-retailers, or e-commerce retailers that Nutrabolt has indicated are unauthorized, without the express written consent of an authorized officer of Nutrabolt; or (iii) to any third party who sells through Amazon, eBay, Buy.com, or an equivalent site in the authorized territory.
2. **Warranty Policy**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NUTRABOLT MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY NUTRABOLT OR ANY OTHER PERSON ON NUTRABOLT'S BEHALF.
3. **Payment Terms**. All purchase orders shall be subject to pre-pay terms prior to shipment unless otherwise specified on the attached pro forma or otherwise agreed to in writing by Nutrabolt.
4. **Shipping**. Unless otherwise specified on the applicable invoice, Customer is solely responsible for paying any shipping and freight charges, which shall be added to the sales invoice for the order.
5. **Shipping Terms and Storage Conditions**.
 - (i) Unless otherwise agreed to in writing by Nutrabolt, Customer shall be the exporter of record, and any and all insurance, tariffs, duties, and taxes in connection with such export shall be borne by Customer. Nutrabolt shall arrange for the Products to be shipped FCA, Free Carrier (Incoterms 2020), to Customer's freight forwarder (the “Freight Forwarder”) as designated on the applicable purchase order, who will arrange for the Products to be exported. In accordance with the foregoing FCA shipping terms, Nutrabolt shall deliver the Products to a common carrier (the “Carrier”) for shipment to the Freight Forwarder and arrange for insurance coverage of the full purchase order value of the Products being shipped, with the Customer as beneficiary of such coverage under the terms of these Terms and Conditions. For the avoidance of doubt, transfer of title and risk of loss of the Products will pass to Customer once the goods have been delivered to the Carrier at Nutrabolt's warehouse or other location designated by Nutrabolt. Customer acknowledges and agrees that the transactions contemplated herein are considered routed export transactions and accordingly, Customer and its Freight Forwarder shall comply with Nutrabolt's procedures which are incorporated herein by reference as set forth at ret.nutrabolt.com. The Freight Forwarder shall be selected by Customer and will be subject to Nutrabolt's approval.
 - (ii) The shipping terms for purchase orders fulfilled by Nutrabolt's foreign contract manufacturers or warehouses shall be listed on the applicable purchase order acknowledgement or pro forma, which will be provided to Customer in response to a purchase order.
 - (iii) In order to maintain the integrity of the Products and to prevent any degradation or compromise of the quality or shelf life thereof, Customer agrees that it and its designated Freight Forwarder will at all times ship and store the Products in a refrigerated or “reefer” container to ensure a climate-controlled environment not exceeding 40°C temperature and 65% relative humidity. Failure of Customer or Freight Forwarder to store or ship the Products under these conditions may result in loss or damage to the Products, which such loss or damage shall be borne solely by Customer. In the event Customer cannot demonstrate by documentary evidence that the Products were stored and shipped as provided herein, Customer hereby waives any claims that the Products were defective at the time of sale to Customer and Nutrabolt shall have no obligation to provide or offer any credit or refund or to accept any return of such Products. Customer shall notify Nutrabolt in email or writing of any volume discrepancy, shortage, or overage, between the purchase order and Products received in connection with a Product shipment, within twenty-one (21) calendar days from the receipt of such Product shipment by Customer. In the event Customer fails to provide notice of a Product shortage or overage within such twenty-one (21) day period, any claims related to such Product shortage or overage shall be deemed waived.

6. **Order Processing and Returns.** Nutrabolt shall employ its commercially reasonable efforts to fill Customer's orders promptly on acceptance but reserves the right to allot available inventories among all of its customers at its discretion. In the event that any of the Products are proved to Nutrabolt's satisfaction to have been defective at the time of Shipping to Customer, Nutrabolt, will, in its sole discretion: (i) make the appropriate adjustment in the original sales price of such Product; (ii) offer Customer a credit equal to the Customer's purchase price of the defective product; or (iii) replace the defective Product. Except for Nutrabolt's Products that are defective at the time of sale to Customer, Nutrabolt shall not be obligated to provide a credit, adjustment, or replacement for any of Nutrabolt's Products that are returned to Customer or any of Customer's purchasers. Nutrabolt shall not be obligated to accept any Products that are returned to Customer or any of Customer's purchasers. The Products that are deemed defective shall be disposed of by Customer in a manner as directed by Nutrabolt and in no event shall Customer return or ship any Products back to Nutrabolt without Nutrabolt's express written or email approval. Customer shall submit a signed declaration of an officer of Customer certifying compliance with Nutrabolt's directive.
7. **Intellectual Property Rights.** Customer agrees and acknowledges that: (a) Nutrabolt shall retain all right, title, and interest to the trademarks and any other intellectual property rights associated with the Products, (the "Nutrabolt IP") and nothing contained in these Terms and Conditions will be construed as granting any rights to Customer, by license or otherwise, to the Nutrabolt IP.
8. **Customer's Representations and Warranties.**
 - (i) Customer shall not, without Nutrabolt's express written approval, in any manner alter, modify, or change the packaging, labelling, ingredients, or any other aspect related to or on any of the Products, including but not limited to altering or removing barcodes and copyright, trademark, or sell-by notices;
 - (ii) Customer has not and will not, without Nutrabolt's express written approval, file, register, and/or attempt to register a Nutrabolt trademark or secure any other rights in the Nutrabolt IP in the authorized territory or other territory;
 - (iii) Customer shall comply with all applicable laws and regulations, including all applicable packaging and labelling laws and French language laws, and obtain all appropriate government approvals, certificates, licenses, and permits pertaining to the import, sale, distribution, and advertising of the Products in the authorized territory and shall ensure that the formulations for each Product and the disclosures of ingredients in each Product comply with all applicable laws and regulations in the authorized territory. If requested by Nutrabolt, Customer shall provide to Nutrabolt documentation evidencing such compliance. **Customer acknowledges that Nutrabolt is relying on Customer's representations and warranties that the Product formulations of the Products as currently constituted comply with all applicable laws in the authorized territory, and Nutrabolt expressly disclaims any obligation or liability thereof;**
 - (iv) In connection with the distribution, advertising, and sale of the Products, Customer: (i) shall not use child labour, which shall mean persons younger than the age for completing compulsory education, but in no event any person younger than fourteen (14) years of age; (ii) shall only employ or contract with persons whose presence is voluntary and shall not use prison labour, corporal punishment, or any other forms of mental or physical coercion to compel services or discipline employees; (iii) shall provide employees with a safe and healthy workplace in compliance with all applicable laws in the authorized territory; and (iv) shall comply with all applicable wage and hour laws, including laws related to minimum wage, overtime, and maximum hours;
 - (v) Customer covenants, represents, and warrants to Nutrabolt that Customer reasonably anticipates that the goods or services sold as part of the Customer's business (i) will be sold within a business in which Customer has an interest, and (ii) that the sales of Products by the Customer pursuant to these Terms and Conditions will not exceed twenty percent (20%) of the total sales of Customer's business. Customer acknowledges that in the event provincial franchise legislation is deemed to apply to these Terms and Conditions, Nutrabolt is relying on the covenant, representation, and warranty in this sub-section in order to claim an exemption from providing a disclosure document pursuant to the applicable provincial franchise legislation. Customer expressly represents and warrants that all information in this subparagraph is true, complete, and accurate;
 - (vi) No Covered Entity (as defined herein): (i) is listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions) under any order or directive of any Compliance Authority (as defined herein); (ii) has any of its assets in a Sanctioned Country (as defined herein) or in the possession, custody or control of a Sanctioned Person (as defined herein); or (iii) has any of its assets in a Sanctioned Country or does business in or with, or derives any of its operating income from investments in or transactions with any Sanctioned Person or Sanctioned Countries in violation of any law or regulations enforced by any Compliance Authority;
 - (vii) The proceeds of the transaction contemplated by these Terms and Conditions will not be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Country; and

(viii) Each Covered Entity is in compliance with, and does not engage in any dealings or transactions prohibited by, any laws of the United States, including but not limited to the USA Patriot Act, the Trading with the Enemy Act, or the U.S. Foreign Corrupt Practices Act of 1977, or the equivalent laws in the authorized territory, including the Corruption of Foreign Public Officials Act (Canada), all as amended, supplemented or replaced from time to time. For the purposes of these Terms and Conditions, the term “Compliance Authority” means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control; (b) U.S. Treasury Department/Financial Crimes Enforcement Network; (c) U.S. State Department/ Directorate of Defense Trade Controls; (d) U.S. Commerce Department/ Bureau of Industry and Security; (e) U.S. Internal Revenue Service; (f) U.S. Justice Department; and (g) U.S. Securities and Exchange Commission. The term “Sanctioned Country” means a country subject to a sanctions program maintained by any Compliance Authority. The term “Sanctioned Person” means any individual person, a group, regime, entity or thing subject to, or specially designated under, any sanctions program maintained by any Compliance Authority. The term “Covered Entity” means the Customer, its affiliates, and subsidiaries, all guarantors, all sub-Customers, or other agents of any of the foregoing acting in any capacity in connection with the performance of these Terms and Conditions, and owners of the foregoing.

9. **Indemnification.** Customer shall indemnify, hold harmless, and defend Nutrabolt and its parent, officers, directors, partners, managers, members, shareholders, employees, agents, affiliates, successors, and permitted assigns (collectively, “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, the costs of enforcing any right to indemnification under these Terms and Conditions, and the cost of pursuing any insurance providers, relating to any claim arising out of or occurring in connection with: (i) Customer’s acts or omissions as a retailer or distributor of the Products; (ii) Customer’s advertising or representations that warrant performance of Products beyond that provided by a Product label; (iii) any failure by customer or its personnel to comply with any applicable laws; or (iv) allegations that Customer breached its agreement with a third-party as a result of or in connection with entering into, performing under, or terminating these Terms and Conditions.

10. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT IS NUTRABOLT OR ANY NUTRABOLT REPRESENTATIVE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUE, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, REGARDLESS OF (I) WHETHER THE DAMAGES WERE FORESEEABLE; (II) WHETHER NUTRABOLT WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (III) THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM IS BASED (CONTRACT, TORT, OR OTHERWISE). NUTRABOLT’S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO CUSTOMER BY NUTRABOLT IN THE SIX (6) MONTHS PRECEDING ANY CLAIM.

11. **Governing Law and Jurisdiction.** Any dispute arising out of, or in connection with, these Terms and Conditions, including without limitation, any questions regarding its existence, validity, or termination, shall be governed by, interpreted, and construed in accordance with the laws of the province in which Customer is located and the federal laws of Canada applicable therein. Any action, application, reference, or other proceeding arising out of or related to these Terms and Conditions brought by the Authorized Retailer against Nutrabolt shall be brought exclusively in a court of competent jurisdiction in the province in which Customer is located, and Customer agrees that all claims in respect of any such action, application, reference, or other proceeding shall be heard and determined in such court. Any action, application, reference, or other proceeding arising out of or related to these Terms and Conditions brought by Nutrabolt against Customer may be brought in a court of competent jurisdiction in the province in which Customer is located, and Customer agrees that all claims in respect of any such action, application, reference, or other proceeding shall be heard and determined by the court in which they are commenced by Nutrabolt. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. In the event Nutrabolt takes any action to enforce the terms of these Terms and Conditions, in addition to any other rights and remedies, if Nutrabolt prevails, Nutrabolt shall be entitled to reimbursement of its legal fees and expenses on a solicitor and client or similar basis. **The parties acknowledge and agree that any controversy relating in any manner to these Terms and Conditions may involve difficult or complex issues which may be better understood by a judge rather than a jury. Accordingly, the parties hereby knowingly, voluntarily, and intentionally waive their rights to a jury trial in connection with any such litigation and consent to a trial before a judge, sitting without a jury.**

12. **Assignment; Third Party Beneficiaries.** Except as expressly permitted under these Terms and Conditions, Customer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under these Terms and Conditions without the prior written consent of Nutrabolt. Any purported assignment or delegation in violation of this section shall be null and void. Except for the Indemnified Parties right to indemnification hereunder, these Terms and Conditions benefit solely the parties to these Terms and Conditions and their respective permitted successors and assigns.

13. **No Franchise or Business Opportunity.** Customer is and will at all times remain an independent contractor with Nutrabolt, and Customer is not and shall not represent itself to be the agent, joint venturer, co-employer, fiduciary trustee, franchisee, partner, or employee of Nutrabolt, or to be related to Nutrabolt other than as an independent retailer of Nutrabolt’s Products. Customer shall not make any representations or take any acts which could establish any apparent or actual fiduciary relationship or any relationship of agency, trust, joint venture, co-employer, partnership, dependent contractor, or employment, and Nutrabolt shall not be bound in any manner whatsoever by any agreements, warranties, representations, or undertakings made by the Customer to any other person nor with respect to any other action of the Customer.