

**Mountain View Labs, LLC  
TriElements® & TriElements® PRO  
Terms and Conditions of Sale**

**TERMS OF SALE:** Customer's orders from Mountain View Labs, LLC ("Company") for products sold by Company ("Products") will be governed by these Terms and Conditions of Sale ("Terms and Conditions"). No purchase order, correspondence or transaction between Customer and Company will in any way modify these Terms and Conditions or add any additional terms or conditions, all of which are hereby expressly rejected by Company. By accepting Products or placing an order for Products, Customer will be deemed to have agreed to and accepted these Terms and Conditions. At Companies sole discretion it may revise these Terms and Conditions any time without notice, and the revised Terms and Conditions will apply to all orders received by company thereafter.

**ORDER PROCESSING:** Customer orders will be processed only after Company has accepted it at its Utah headquarters, and Company will have no liability to Customer for orders not accepted by Company. Company's shipment of an order will constitute Company's acceptance of that order. Company has the right to revise the prices of Products at any time and without notice, and any price revisions will apply to all orders received thereafter. Customer may not resale purchased Products outside of the United States without the written consent of Company.

**PAYMENT TERMS:** Advance payment must be made with a credit care acceptable to Company, a Customer check or a money order that is sent to Company and cleared prior to shipment of Product. Returned checks may be submitted for collection and Customer will be responsible to pay a returned check fee of \$25.00 or maximum allowable by law. All payments shall be in U.S. Dollars unless otherwise agreed to by Company. All invoices are due upon receipt except upon Customers completion and Company's approval of Company's credit application. Payment terms within credit limits will be as follows: For orders within credit limits terms will be specified in writing on invoice. Late payments will bear interest of 2% per month (24% per year). Customer will pay all costs and expenses incurred by Company to collect any amounts owed to Company, including, without limitation collection costs, attorney's fees and court costs. All checks or money orders should be made payable to Mountain View Labs.

**SHIPPING:** Customer is responsible for shipping charges and for costs of special packaging or shipping arrangements requested by customer such as expedited delivery. Passage of title passes to Customer upon delivery to the carrier.

**TITLE AND RISK OF DELIVERY AND LOSS:** Shipping and delivery dates are approximate only, and Company will not be liable for any loss or expense incurred by Customer (or Customer's clients) if Company for any reason fails to meet any such dates. If Customer refuses delivery of Product, Customer is liable to Company for the freight cost and a handling and restocking charge of up to 30% depending on the condition of the Product. Liability for loss or damage passes to Customer upon delivery to the carrier but customer assigns to company any claim for damage or loss that occurs during shipping or prior to the date Customer accepts the product. Although risk of loss or damage to Products will pass to Customer upon delivery, transfer of legal and equitable title to Products shipped to Customer will be subject to full payment of the purchase price therefore, and Customer hereby grants and Company hereby reserves, a security interest in the Products until the purchase price has been paid in full, foreclosable in accordance with applicable law.

**PRODUCT INSPECTION:** Any Products that are determined to be materially damaged or defective prior to passage of title to Customer must be rejected by Customer in writing within 20 days of receipt of Products by Customer or they will be deemed to be accepted by Customer.

**TAXES:** Federal, state, or local taxes or fees that may be applicable to the sale or shipment of Products are not included in Customer's purchase price for Products. Such taxes or fees will be the sole responsibility of Customer and Company may require prepayment of such or invoice customer for payment. If any taxing authority subsequently determines such taxes or fees are owing, then Customer shall promptly pay the same.

**RETURNS AND CREDITS:** Products can only be returned for credit or refund with prior written authorization from Company. Company will not authorize credit for any Products damaged or discarded by Customer, and credits may not be taken by Customer without the express written consent of Company. Except for Products properly determined to have been materially damaged or defective prior to passage of title to Customer, a handling and restocking charge of up to 30% may be assessed on returned Products or refused shipments and Customer will be responsible for related shipping charges. In no event will company be liable for replacement, refund or shipping charges for Products which are returned 120 days after shipment to Customer by Company, or Products returned later than the Products 'Use By' ('Best By') date or Products which have been damaged or abused by Customer or its agents, employees or customers, or for Products which have additional labels or price tags applied.

**LIMITATION ON LIABILITY:** IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OPPORTUNITY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR OF EFFECTING COVER, LOST REVENUES OR THE COSTS OF REPLACING ANY PRODUCT). THE MAXIMUM LIABILITY OF COMPANY HEREUNDER SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY FOR ANY PRODUCTS THAT WERE DETERMINED TO BE MATERIALLY DAMAGED OR DEFECTIVE PRIOR TO PASSAGE OF TITLE TO CUSTOMER AND FOR WHICH A CLAIM WAS MADE BY CUSTOMER IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

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

**GOVERNING LAW:** The validity, construction and performance of this contract and the transactions to which it relates will be governed by the laws of the State of Utah without regard to conflict of law principles. All actions, claims of legal proceedings in any way pertaining to this contract or such transactions will be commenced and maintained in the courts of Utah or in a federal court of the United States physically situated in Utah.

**WAIVER:** The failure of Company to assert a right to which it is entitled or to insist upon compliance with any of these Terms and Conditions shall not constitute a waiver of that right or excuse a subsequent failure to perform any of the Terms and Conditions by any Customer.

**OTHER:** None of the claims made by Company for Products have been evaluated by the Food and Drug Administration. These Products are not intended to diagnose, cure, treat, or prevent disease. The rights accruing to Company hereunder will be deemed for the benefit of Company and its members and affiliates.