



GENERAL TERMS AND CONDITIONS OF SALE

1. **Applicability.** These general terms and conditions of sale (these “*Terms*”) are the only terms which govern the sale of products or goods (“*Goods*”) by NutriQuest, LLC, an Iowa limited liability company (“*Seller*”) to the buyer of the Goods (“*Buyer*”) and, together with Seller, the “*Parties*” and each, a “*Party*”). Seller’s sale of any Goods is expressly conditioned on Buyer’s assent to these Terms. Any acceptance of Buyer’s order (“*Purchase Order*”) is expressly limited to acceptance of these Terms and Buyer’s acceptance of the Goods will further demonstrate Buyer’s assent to these terms and conditions without variation or addition. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Buyer which add to, vary from, or conflict with these Terms, including any terms or conditions set forth on the Purchase Order, are hereby expressly rejected. Fulfillment of any Purchase Order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. All Purchase Orders submitted to Seller are subject to approval or rejection by Seller.
2. **Delivery.**
 - (a) The Goods will be delivered within a reasonable time after the receipt of Buyer’s Purchase Order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Delivery dates are estimates only, but Seller will use commercially reasonable efforts to meet specified delivery dates. Seller shall not be liable for delays in delivery or performance resulting from any cause beyond Seller’s reasonable control.
 - (b) Unless otherwise agreed in writing by the Parties, Seller shall deliver the Goods to the carrier or Buyer’s place of business (the “*Delivery Point*”) using Seller’s standard methods for packaging and shipping the Goods. Unless otherwise agreed by Seller in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
 - (c) Seller strongly recommends that Buyer carefully inspect the Goods upon arrival at the Delivery Point and note any damage or discrepancy from Buyer’s Purchase Order on the Bill of Lading. In the event of damage, photographs depicting the damage should be made and filed for potential reference in the future.
3. **Buyer’s Cancellation of Orders.** Purchase Orders cannot be cancelled or modified after 48 hours of submitting the Purchase Order without Seller’s prior written consent. However, in the event of any timely cancellation which consists of any unique or product specific inventory or materials acquired by Seller with respect to the Purchase Order which cannot be returned to the applicable vendor for full credit shall be promptly purchased by Buyer at Seller’s selling Price.
4. **Shipping Terms; Title and Risk of Loss.** Delivery shall be made FOB Seller’s dock or that of Seller’s supplier (as applicable), FCA carrier, or such other shipping method designated by Seller or agreed by Seller in a signed writing referencing these Terms. Unless otherwise provided in these Terms, “FOB” and “FCA” shall be construed in accordance with the Incoterms, Edition 2010, as the same may be amended or supplemented. Title and risk of loss shall pass to Buyer upon Seller’s delivery of the Goods to the Delivery Point.
5. **Return Policy.** This Section 5 applies only to Goods that Seller specifies in writing as being subject to return. Not all Goods are subject to this return policy, Duetron and Euthanex equipment (“*Return Eligible Goods*”) are eligible to be returned.
 - (a) To initiate a return, within 30 days of Buyer’s receipt of the Goods and prior to returning the Return Eligible Goods to Seller, Buyer must request and be assigned a Return Merchandise Authorization (“*RMA*”) number by Seller. To request an RMA number, Buyer must provide the product code, quantities for the returned Return Eligible Goods, and the reason for the return.
 - (b) Once an RMA number has been assigned, Buyer shall (i) return the Return Eligible Goods to Seller within 30 days of receipt of the RMA number assigned to the return, (ii) include the RMA number on the outside of the package, and (iii) securely package the Return Eligible Goods to reach Seller without damage, with such Return Eligible Goods being kept in the same condition as when delivered to Buyer and not exposed to any possible contamination or any weather or other elements.
 - (c) A restocking fee not to surpass 25% of the Price for the applicable Return Eligible Goods, plus all shipping charges, may be charged to Buyer on all returns. Subject to these Terms, with respect to each return, Seller will make a determination, in its sole discretion, as to what action will be taken regarding the returned Return Eligible Goods (such as, without limitation, credit, rework, or return to stock), if any.
6. **Price.** Buyer shall purchase the Goods from Seller at the price(s) posted by Seller from time to time or as mutually agreed by Buyer and Seller and set forth in an accepted Purchase Order (the “*Price*”). All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind.
7. **Payment Terms.** Buyer shall pay all invoiced amounts due to Seller within 5 days from the date of Seller’s invoice or based on the established credit terms as noted in writing on the Seller’s invoice. Buyer shall make all payments by wire transfer, ACH or check, and in US dollars. Seller shall have the option to charge Buyer interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due and such failure continues for ten days following written notice thereof.
8. **Limited Warranty.**
 - (a) Seller warrants to Buyer that the Goods will materially comply, at the time such Goods are shipped, with descriptions and specifications, and other printed information, relating to the Goods provided to Buyer by Seller and in effect as of the date of the applicable Purchase Order (the “*Warranty*”).
 - (b) **EXCEPT FOR THE WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY: (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE**

OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- (c) Seller shall not be liable for a breach of the Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within 30 days of the time when Buyer discovers or should have discovered the defect (but, in any event, not longer than 60 days after receipt of the Goods); (ii) Seller is given a reasonable opportunity after receiving such notice to examine such Goods and Buyer (if requested to do so by Seller) promptly returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; (iii) Seller reasonably verifies Buyer's claim that the Goods are defective and (iv) Goods must be able to be cleaned and disinfected via commercially reasonable efforts. In the event of damage to the Goods, Buyer, if requested by Seller, must provide pictures clearly showing Seller's labels (including product code, name, and lot number) and the damaged Goods (including, if applicable, their respective position on the original pallet). Without limiting the foregoing, Seller shall not be liable for a breach of the Warranty if: (i) Buyer makes any further use of such Goods after giving the notice required by this Section; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Buyer alters such Goods without the prior written consent of Seller.
- (d) Subject to the foregoing (including Section 5), with respect to a valid Warranty claim, Seller shall, in its sole discretion, either: (i) replace such Goods or (ii) credit or refund the price of such Goods at the pro rata contract rate, provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. The foregoing remedies shall be Buyer's sole and exclusive remedy and Seller's entire liability for any breach of the Warranty.
9. **Confidential Information.** Each party ("Recipient") may be exposed to certain information of the other party ("Discloser") which is confidential to the Discloser and is valuable to Discloser and not generally known to the public ("Confidential Information"). Notwithstanding the foregoing, information shall not be Confidential Information unless, if disclosed in writing, it is conspicuously marked "Confidential" or bears some similar marking, or, if disclosed orally or by observation, its confidential nature is stated by the Discloser at the time of disclosure. Except as expressly and unambiguously allowed in this Section, Recipient will hold Discloser's Confidential Information in confidence and will treat Discloser's Confidential Information with the same degree of care taken to protect its own similar confidential information but in no event with less than reasonable care. Recipient further agrees to limit disclosure of such information to those of its directors, employees, contractors, and agents who have a need for such information to effect the use permitted under this Agreement and who are bound under a written agreement or legal obligation to keep such information confidential. For purposes of this Agreement each party's standard director or employee agreement covering confidential information issues will satisfy this requirement with respect to such directors or employees. Recipient will not be required to protect or hold in confidence any information which: (1) becomes publicly known through no wrongful act or omission of Recipient; (2) was previously disclosed by Discloser to Recipient without indication of confidentiality; (3) becomes known to Recipient, without confidential restriction from a third party unless Recipient had or should have had knowledge of its confidentiality; (4) is approved by Discloser for disclosure without restriction in a written document which is signed by a duly authorized officer of the Discloser; or (5) is independently developed by Recipient without use of Discloser's Confidential Information. Disclosure of Confidential Information will not be precluded by this Section if such disclosure is: (a) necessary to establish rights under this Agreement (subject to Recipient's obligation at its expense to make a good faith attempt to obtain a protective order prior to such disclosure); or (b) required by law or regulation or in response to a valid order of a court or request of other governmental body of a country or political subdivision thereof, provided that Recipient notifies Discloser of such order on a timely basis and if possible prior to such disclosure. All Confidential Information, including copies made by Recipient, will remain the property of Discloser. The obligations of confidentiality imposed by this Agreement shall survive any termination of this Agreement.
10. **Other Matters.**
- (a) Seller (and/or its affiliates or other third-party licensors, if applicable) shall retain and own any and all patents, copyright, trademarks, trade secrets, formulas, and other intellectual property embodied in or associated with the Goods or method of using the Goods. Without limiting the generality of the foregoing, Seller shall retain and own all right, title, and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered, or conceived by Seller or its employees or agents in connection with the manufacture, production, or use of the Goods. No drawings, designs, formulas, or anything else provided by Seller shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.
- (b) Buyer shall not, at any time, seek to register anywhere in the world any intellectual property rights owned by NutriQuest. The Buyer shall not, nor shall the Buyer knowingly permit, any third party to decompile, disassemble, reverse engineer or attempt to discover any proprietary information owned by NutriQuest and contained in the Goods.
11. **Force Majeure.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller.
12. **Miscellaneous.** Buyer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Seller. Buyer shall comply with all applicable laws, regulations, and ordinances. These Terms and all matters arising out of these Terms, are governed by, and construed in accordance with, the laws of the State of Iowa without regard to any conflict of laws principles. Exclusive venue for any dispute regarding the relationship between the Parties or these Terms shall be in Cerro Gordo County, Iowa. In no event shall Seller be liable for any consequential, indirect, incidental, special, exemplary, punitive, remote, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, and/or in connection with any breach of these Terms or the relationship of the Parties. These Terms (i) constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements regarding such subject matter, and (ii) are binding on and inure to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms. No waiver by either Party of any provision of these Terms is effective unless it is in writing and signed by an authorized representative of each Party. Subject to the limitations and other provisions of this Agreement, Sections 4, 6, 7, 9, and 10, and this Section 11, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms. Seller's rights and remedies hereunder are cumulative and not exclusive. Notwithstanding any provision herein to the contrary, Seller may amend the provisions of these Terms at any time without prior notice. All amended provisions of these Terms will automatically take effect once posted and will not apply retroactively to events that occurred prior to such changes.