



SUHEUNG AMERICA CORPORATION
428 Saturn St. Brea, CA 92821

SUHEUNG AMERICA CORPORATION

TERMS AND CONDITIONS

- 1) The terms and conditions set out below and on the face of the purchase order acknowledgement constitute the entire agreement between the parties and shall be controlling to the exclusion of all terms and conditions in Buyer's purchase order. Acceptance of goods by Buyer shall constitute to such terms and conditions.
- 2) Seller represents that no article supplied hereunder subject to the Federal Food, Drug and Cosmetic Act is adulterated within the meaning of that Act or is an article which may not, under the provisions of Sections 404 or 505 of that Act, be introduced into interstate commerce.
- 3) SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Buyer assumes all risk and liability for loss or damage resulting from the handling, possession or use of the goods covered by this order whether used singly or with other material.
- 4) NO CLAIM OF ANY KIND BY BUYER, WHETHER FOR DELAY IN DELIVERY, FOR ANY FAILURE TO DELIVER, OR FOR ANY DELIVERY OF NON-CONFORMING GOODS, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE GOODS IN RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES.
- 5) RETURN POLICY:
Within 30 days of purchase, capsules, gelatin and collagen may be returned for a credit at the discretion of Suheung-America dba Geltech and/or Embocaps. To obtain credit for the capsules, gelatin and collagen, all items must be returned in original package unopened without any custom or third-party markings or stickers of any kind on the packages. Orders to be returned due to customer error will incur a restocking fee of 20% of the invoice price. The customer must pay for all freight charges for the return of the capsules, gelatin and collagen. All returns must have a Return Material Authorization (RMA) form and RMA number assigned by Suheung America, Embocaps or Geltech.
- 6) EXCEPT AS PROVIDED IN PARAGRAPH NO. 4, ABOVE, BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARE LIMITED TO RETURN OF THE GOODS AND REPAYMENT OF THE PURCHASE PRICE OR TO REPAIR OR REPLACEMENT OF ANY NONCONFORMING GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- 7) Neither party shall be liable for delay in performance or nonperformance caused by fire, flood, storm, earthquake, or other act of God, war, rebellion, riot, failure of carriers to furnish transportation, strike, lockouts or other labor disturbances, act of government authority, inability to obtain material or equipment, or any other cause of like or different nature beyond the control of such party.
- 8) Risk of loss shall pass to Buyer when the goods are duly delivered to the carrier.
- 9) Prices do not include any sales, use, or similar tax, and all such taxes, present or future, applicable to any goods shipped under this order shall be paid by Buyer.
- 10) No waiver, alteration or modification of any of the provisions hereof shall be binding on the Seller unless made in writing and agreed to by Seller.
- 11) Reselling of Embocaps capsules outside of North America voids any warranty or support due non harmonized importation and regulatory requirements in other markets.
- 12) Cancellations and Terminations. We may terminate a Blanket Purchase Order, with or without cause, in whole or part, at anytime, upon contemporaneous notice to you. Blanket Purchase Orders will expire after 12 months from date of issue.
- 13) This contract shall be governed by and constructed in accordance with the laws of the State of CA.