

# **BRIGHTLIFE PRODUCT RESELLER PROGRAM**

## **Appendix 1: General Terms And Conditions**

All sales by BrightLife (the "Company") are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in the purchase order of purchaser or in any similar communication are hereby objected to by the Company and shall not be binding nor effective unless assented to in writing by an authorized representative of the Company.

**Price and Terms:** Unless otherwise stated, all orders will be invoiced at the Company's prices in effect on the date of shipment, which purchaser agrees to pay. Prices do not include sales, use, excise, value added or similar taxes.

All orders are due and payable upon submission to Company of completed "Confidential Wholesale Price List and Purchase Order". Reseller understands that shipment of orders will not commence unless payment in full is made at the time Purchase Order is submitted, and only when in accordance with the Product Reseller Agreement. Reseller shall be liable for all costs and fees, including reasonable attorneys fees, which the Company may incur in order to collect on any overdue account.

**Minimum Order:** The value of any order must be at least \$705.60 USD.

**Delivery:** Title to and risk of loss of all goods sold hereunder shall pass to Reseller upon receipt by purchaser, F.O.B. destination (upon acceptance signature). Reseller will be billed all shipping costs and expenses for orders of less than 100 units. For orders of 100 units or greater, shipping costs will be complementary and absorbed upon the Company.

**Inspection:** If upon receipt of the goods by Reseller the same shall appear not to conform to the purchase order, Reseller shall within forty-eight (48) hours after receipt thereof notify the Company of such condition and afford the Company a reasonable opportunity to inspect the goods and make any appropriate adjustment or replacement. The remedies afforded Reseller under the paragraph entitled "WARRANTY" shall be the exclusive remedies for the defective goods whether or not discovered upon inspection by Reseller.

**Warranty:** The Company warrants that all Company products (the "Product") will function and otherwise perform as expected. The Company agrees to replace or provide a monetary refund or credit for any physically or functionally defective Products for a period of two (2) years from the initial date of retail purchase from Reseller; or two (2) years from the Product's date of manufacture, if proof of purchase is unavailable. All shipping costs incurred in shipping Product to the Company for inspection, replacement or refund shall be borne by the Company.

By way of example, but not of limitation, the Company makes no representations or warranties of merchantability or fitness for a particular purpose.

**THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PRODUCT.**

Reseller assumes the responsibility for the selection of the Product as being adequate for and appropriate for Reseller's purposes.

**IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

The foregoing warranty extends to all Resellers or owners of the Product during the warranty period. The warranty does not extend to defects to the Product resulting from abnormal use of the Product or use in any manner other than that normally expected of the kind and class of product in question.

**Minimum Advertised Price Policy:** The Company actively supports the advertising and promotion of its products by its dealers, distributors and resellers. The Company has built a strong reputation and following among consumers. Accordingly, Company has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of Company products.

Effective January 1, 2009, Company has established a Minimum Advertised Price (MAP) on select Company products. The policy applies both to domestic (U.S.) and International dealers and distributors.

**The MAP policy shall operate under the following guidelines:**

1. The MAP for select Company products shall be the Suggested Retail Price noted in bold, red text on the latest effective Confidential Wholesale Price List And Purchase Order. MAP pricing is established by the Company for its select products and may be adjusted by Company at its sole discretion.
2. In the case of International Resellers, Suggested Retail Price shall be the equivalent in the current foreign currency exchange rate in place on the date of order (as determined by the date of receipt by Company of applicable Purchase Order). All payments are to be made in U.S. Dollars, and Reseller assumes entire responsibility for ensuring such. Company reserves the right to refuse or delay delivery of Product until such payment is received in the proper form of currency.
3. The MAP policy applies to all advertisements of Company products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
4. The inclusion in advertising of free or discounted products (whether made by Company or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
5. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. Company dealers, distributors and resellers remain free to sell these products at any prices they elect.
6. MAP does not establish maximum advertised prices. All dealers, distributors and resellers may offer Company products at any price in excess of the MAP established for such product.
7. Company's MAP policy does not in any way limit the ability of any reseller to advertise that "they have the lowest prices" or "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
8. From time to time, Company may discontinue models or engage in promotions with respect to certain products. In such events, Company reserves the right to modify or suspend the MAP with respect to the affected products by notifying all dealers of such change. Company further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to the

dealers, distributors and resellers, provided that such changes shall apply equally to all Company dealers, distributors and resellers.

9. Intentional and/or repeated failure to abide by this policy will result in termination of the Reseller Relationship. The Company does not engage in business with dealers or distributors who degrade the image of the Company and its products. The Company will not provide prior notice or issue warnings before taking any action under this policy.
10. The terms of this MAP policy are confidential and should not be disclosed to other parties. This MAP policy has been established by the Company to help ensure the legacy of Company as a top producer of the highest quality, most effective possible personal development products and to protect the reputation of its name and products. The MAP policy is also designed to ensure resellers have the incentive to invest resources into services for Company customers.
11. This MAP policy supersedes any previous MAP policies implied or in effect as of January 1, 2009.

**Governing Law:** All disputes will be governed under the laws of the State of California without regard to its conflicts of laws principles.