

NATROL LLC
TERMS AND CONDITIONS OF SALE

Effective December 1, 2022

These Terms and Conditions of Sale (the “T&Cs”) constitute a legally binding contract between Natrol LLC (“Supplier”) and the customer (“Customer”) identified on the purchase order that has been issued by Customer to Supplier (the “Order”). Supplier reserves the right to reject any Orders, in whole or in part, for any reason. These T&Cs shall govern Supplier’s sale to Customer of the products specified on the Order (the “Products”). The additional terms set forth in the Natrol LLC and Jarrow Formulas, Inc. Authorized Retailer Policy for the United States (“Retailer Policy”), Natrol LLC and Jarrow Formulas, Inc. Authorized Reseller Policy for the United States (“Reseller Policy”), and Natrol LLC and Jarrow Formulas, Inc. Authorized Distributor Policy for the United States (“Distributor Policy”) shall also apply as applicable, and a current copy of the applicable Retailer, Reseller, or Distributor Policy can be requested from ecommercesales@vytalogy.com. The applicable Order is deemed to be incorporated herein by reference. In the event of a conflict between these T&Cs and the Retailer, Reseller, or Distributor Policy, the T&Cs shall govern.

1. CONTRACT TERMS; ACCEPTANCE BY CUSTOMER; PURCHASE ORDERS. Supplier hereby expressly rejects any terms or conditions that are additional or that are different from these T&Cs, whether such different terms are set forth on the Order or in any other document exchanged by the parties. Neither Supplier’s delivery of the Products, nor any other action, conduct, or performance shall constitute acceptance of terms or conditions different from these T&Cs. Customer shall be deemed to have accepted these T&Cs by issuing an Order or by any other statement or e-mail, act, course of conduct, dealing, or performance constituting acceptance under applicable law, including failure to object in writing to these T&Cs within a reasonable time or by acceptance of the Products. Orders may be placed by product code and/or item code but Customer must be consistent throughout the Order. Supplier may accept Orders by written acknowledgement (email, facsimile, or otherwise). If Supplier specifies Products or Prices (as defined below) are no longer available, Customer may submit to Supplier an amended Order, which Supplier may reject or accept at Supplier’s sole discretion. No Order is accepted by Supplier unless and until Supplier, in its sole discretion, provides an express written acceptance. Upon acceptance by Supplier of an Order, Customer cannot cancel an Order or modify the delivery dates, quantities, specifications, or other terms of an Order, without the prior written consent of Supplier.

2. PRICES AND PAYMENT TERMS. The prices for the Products shall be agreed to by Supplier in the acceptance of Customer’s Order, which prices shall be based upon prices for Products provided by Supplier to Customer from time to time via a price list (“Prices”). Payment of the Prices is due in full no more than thirty (30) days from the invoice date unless (a) otherwise specified by Supplier in writing (such as on corresponding invoice) or (b) an open line of credit has not been established with Customer (in which case the terms of payment must be prepaid). Invoices shall be issued upon or after the delivery of the Products to Customer or Customer’s agent, and Customer shall identify the invoice number on each payment to Supplier. Customer acknowledges that Supplier’s credit department may, in its sole discretion, impose more stringent payment requirements, including requiring payment in advance or requiring provision of an irrevocable letter of credit. Customer shall provide Supplier with financial information necessary to establish credit limits and to demonstrate on-going creditworthiness when requested by Supplier. COD orders less than \$200 will be assessed a COD tag fee of \$9 (subject to change). Returned checks will be subject to a \$25 fee. Should Customer become delinquent in payment of any sum due to Supplier (whether under the current Order or otherwise), Supplier shall not be obligated to continue performance under these T&Cs. Any amounts not paid when due will be subject to a service charge of one and one-half percent (1.5%) of the amount due per month or the highest rate permitted under applicable law, whichever is less. Supplier shall be entitled to recover all reasonable costs of collection (including reasonable attorneys’ fees, expenses, and costs) incurred in attempting to collect undisputed payments from Customer that are more than sixty (60) days delinquent. Customer shall pay all sales, use, value-added, excise, or similar taxes and duties and any shipping, delivery, and related insurance costs applicable to the Products, which may vary. In lieu of certain tax payments, Customer may provide Supplier with a tax exemption certificate acceptable to the taxing authorities. Customer agrees to reimburse Supplier for any such amounts which Supplier incurs on behalf of Customer. All payments to Supplier shall be made in U.S. Dollars without setoff or deduction.

3. DELIVERY AND TITLE. Supplier shall use commercially reasonable efforts to deliver Products to Customer by the delivery dates specified on the Order; provided, however, that any changes in an Order made pursuant to Section 1 will likely result in delayed deliveries. Customer hereby acknowledges and agrees that several other variables may affect such delivery date, including the weather, material accessibility, and subcontractors’ completion of work, all of which may delay the delivery date. Unless otherwise set forth in an accepted Order, all Products are sold FCA (INCOTERMS 2020) Supplier’s facility. Products are delivered when Supplier loads them onto the commercial carrier at Supplier’s facility. At this point, Customer becomes responsible for risk of loss and damage. If any Product is lost or damaged while it is being transported, Supplier will use reasonable efforts to assist Customer in resolving the issue with the carrier. Supplier does not clear the Products for import into Customer’s country, which is solely Customer’s responsibility. Title to the Products will pass to Customer upon Supplier’s delivery of the Products to the carrier.

4. INSPECTION AND ACCEPTANCE. Customer shall inspect all of the Products promptly upon receipt. Customer shall be deemed to have irrevocably accepted all of the Products and to have waived and released all claims of failure of the Products to conform to those ordered unless Customer provides written notice to Customer’s account representative at Supplier itemizing any nonconformance within ten (10) days after delivery of the Products to Customer or Customer’s agent. If any nonconformance is identified, Customer agrees not to offer the Product for resale.

5. LIMITED WARRANTY. Supplier warrants that: (i) it has the right to convey good title to the Products, free and clear of any lien or encumbrance; and (ii) the Products shall meet their specifications in all material respects at the time of shipment. Any alleged breach of the foregoing limited warranty must be promptly reported to Supplier. If Supplier determines, in its sole reasonable discretion, that any Product does not conform to the warranty stated in this Section, Customer’s sole and exclusive remedy and Supplier’s sole and exclusive obligation, at Supplier’s option, shall be for Supplier to either: (i) replace the nonconforming Product at Supplier’s own expense; or (ii) credit Customer the purchase Price for the nonconforming Product.

6. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, THE PRODUCTS AND ANY OTHER MATERIALS PROVIDED BY SUPPLIER HEREUNDER ARE PROVIDED “AS IS,” AND SUPPLIER MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

7. **SECURITY INTEREST.** To secure Customer’s obligations hereunder, Customer hereby grants a purchase money security interest in the Products sold hereunder and the proceeds thereof. In the event of default by Customer of any of its obligations to Supplier, Supplier may, in its discretion, declare all such payment obligations immediately due and payable and, in such event, Supplier will have all rights and remedies of a secured party under the Uniform Commercial Code, which shall include the right to repossess the Products sold hereunder without liability to Customer. Customer hereby authorizes Supplier to file one or more financing statements and to use a copy of these T&Cs as an exhibit to any financing statement. Upon request of Supplier, Customer agrees to promptly execute such other instruments as Supplier desires to perfect or maintain its security interest or that is required by Supplier to enforce its security interest.

8. **LIMITATION OF LIABILITY AND INDEMNITY.** IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR BUSINESS, COST OF CAPITAL, COST OF PURCHASE, COST OF RECALL, OR COST OF REPLACEMENT GOODS) WHETHER ARISING OUT OF WARRANTY, CONTRACT, NEGLIGENCE, OR OTHER TORT, OR OTHERWISE. FURTHER, IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE OF PARTICULAR PRODUCT SPECIFIED ON AN ORDER THAT IS THE SUBJECT MATTER OF A DISPUTE. CUSTOMER SHALL, AND HEREBY DOES, INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SUPPLIER, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, MEMBERS, PARTNERS, COUNSEL, AUDITORS, ACCOUNTANTS, AGENTS, ADVISORS AND ALL OTHER REPRESENTATIVES AND EACH OF THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, OBLIGATIONS, ACTIONS, CAUSES OF ACTIONS, SUITS, DEBTS, SUMS OF MONEY, ACCOUNTS, BONDS, BILLS, COVENANTS, AGREEMENTS, CONTROVERSIES, PROMISES, VARIANCES, TRESPASSES, DAMAGES, JUDGMENTS, CLAIMS, AND DEMANDS WHATSOEVER, IN LAW, ADMIRALTY, OR EQUITY, KNOWN OR UNKNOWN OF ANY KIND TO THE EXTENT THEY ARE CAUSED BY, ARISE FROM, OR ARE INCURRED IN CONNECTION WITH (A) ANY MATERIAL BREACH OF, OR FAILURE TO PERFORM, ANY TERM, COVENANT, OR CONDITION IN THESE T&CS OF SALE BY CUSTOMER, OR (B) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

9. **CONFIDENTIALITY.** Customer agrees to keep confidential any non-public information (including Prices) received from Supplier as a result of discussions, negotiations, and other communications between the parties. Customer shall use at least the same degree of care (but no less than a reasonable degree of care) with respect to the protection of Supplier’s non-public information that Customer exercises with its own non-public commercial information.

10. GENERAL PROVISIONS.

- A. **Entire Agreement.** These T&Cs, including the Retailer, Reseller, or Distributor Policy (as applicable to Customer), are the sole and complete agreement between Supplier and Customer with respect to the subject matter hereof, and supersedes any and all prior oral and written understandings with respect to such subject matter. Any oral statements from Supplier’s representatives are not warranties, should not be relied upon by Customer, and are not part of these T&Cs or the Retailer, Reseller, or Distributor Policy.
- B. **Modification.** No amendment to, or modification of, any provision of these T&Cs shall be binding upon the parties unless set forth in a written document signed by Supplier. Notwithstanding, Supplier may revise, modify and update these T&Cs from time to time in its sole discretion by posting the revised, modified or updated T&Cs on its website. All changes are effective immediately when Supplier posts them to its website and shall apply to all Orders thereafter. An Order following the posting of revised, modified or updated T&Cs means that Customer accepts and agrees to such changes. Customer is expected to check Supplier’s website from time to time so that Customer is aware of any changes as such changes are binding on Customer.
- C. **Waiver.** No waiver of any breach of any provision of these T&Cs shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.
- D. **Assignment; Binding Effect.** Customer may not assign or transfer any of the rights, duties, or obligations herein without the prior written consent of Supplier (which consent shall not be unreasonably withheld), and any purported attempt to do so shall be null and void. Notwithstanding the foregoing, Supplier may assign or transfer these T&Cs to an affiliate, and either party may, without the other party’s consent, assign or transfer these T&Cs to a successor in the event of a merger, sale of equity interests, sale of all or substantially all assets, or other change of control transaction involving such party.
- E. **No Third-Party Beneficiaries.** Nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy, or claim.
- F. **Governing Law and Forum.** These T&Cs, and any and all disputes, claims and controversies directly or indirectly arising from or relating to these T&Cs, will be governed by and construed under the laws of the State of Delaware, U.S.A., without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute, claim or controversy that directly or indirectly arises out of or relates to these T&Cs will be first negotiated

in good faith by the parties. If such negotiations do not result in a mutually-agreeable resolution, either party may bring a claim against the other party, provided that such claim will be exclusively venued in the state or federal courts located in New Castle, Delaware. Each party hereby consents, agrees, and submits to the exclusive jurisdiction of such courts for all suits, actions, or proceedings directly or indirectly arising out of or relating to these T&Cs, and waives any and all objections to such courts, including, but not limited to, objections based on improper venue or inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

- G. Force Majeure. Supplier shall not be liable for any delay or non-delivery of any of the Products or other nonperformance caused, in whole or part, by any contingency or event beyond Supplier's reasonable control, including, without limitation, any epidemic or pandemic; acts of God; acts of any government or any agency or subdivision thereof; fire; strikes; war; machinery breakage; failure of a communications or internet provider; transportation delays; shortage of or inability to secure labor, fuel, energy, materials, or supplies at reasonable prices or from regular sources or otherwise; riots or acts of a public enemy; terrorist acts; and any existing or future laws or regulations with which Supplier, in its judgment and discretion, deems it advisable to comply as its legal duty.
- H. Severability. If any provision of these T&Cs is held to be unenforceable by final order of any court of competent jurisdiction, such provision shall be severed herefrom and shall not affect the interpretation or enforceability of the remaining provisions of these T&Cs.
- I. Survival. The following Sections of these T&Cs shall survive any expiration, termination, or cancellation of these T&Cs: Sections 1, 2 (until all amounts due hereunder are paid), and 5-10 and Sections 5 and 7 of the Retailer, Reseller, or Distributor Policy (as applicable to Customer).
- J. Independent Contractors. Customer and Supplier will at all times be independent contractors and will so represent themselves to all third parties. Customer shall not be deemed to be a legal representative or agent of Supplier. Customer is not authorized to transact business, incur obligations (express or implied), or otherwise act in any manner in the name of, or on behalf of, Supplier, or to make any promise, warranty, or representation with respect to the Products or any other matter in the name of, or on behalf of, Supplier. Nothing in this Agreement shall be construed so as to conclude that Customer and Supplier are employees or employers of one another, joint venturers, partners or anything other than independent of one another.

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