

TERMS AND CONDITIONS

Prices. All prices quoted are FOB Betty's Best's facilities and are subject to change without notice. All prices quoted are net to Betty's Best and, where applicable, purchaser agrees to pay all additional costs, taxes, transportation, insurance and any other charges which may be levied. Purchaser will provide Betty's Best with tax exemption certificates acceptable to the taxing authorities.

Order acceptance and delivery. Betty's Best shall have no obligation to accept any order nor will it have any liability for failure to deliver goods by the estimated delivery dates. Method of shipment is at Betty's Best's discretion unless purchaser supplies Betty's Best with explicit written instructions. Each order accepted constitutes a separate and independent contract. Delivery dates are estimates only and are subject to availability of goods. Betty's Best will not be responsible for any delay in delivery which results from, or is contributed to, by events beyond Betty's Best's control.

Title and Risk of Loss. All risk of loss and damage to goods will pass to purchaser at the moment the goods are delivered to any carrier for shipment to purchaser. Title in the goods will not pass to purchaser until such time as Betty's Best has received full and final payment for the goods.

Acceptance of goods by Purchaser. Purchaser's retention of goods for more than twenty four hours after delivery to purchaser's place of business or designated place of delivery will constitute a final and irrevocable acceptance of the goods. Any claims for short shipment must be made within twenty four hours of delivery.

Returns. If any product purchased under this agreement proves defective within thirty days from the date of receipt by purchaser, purchaser must notify Betty's Best in writing of the defect within fifteen days of discovery of the defect and must establish that the product has been properly maintained and used. Upon receiving notice and proof of the defect and proof of proper maintenance and use, Betty's Best will have the option of repairing or replacing the goods free of charge or refunding the purchase price. Betty's Best's obligations hereunder shall be fully discharged by Betty's Best's repair or replacement of the goods or refund of the purchase price of the defective product. In no event shall purchaser return materials without obtaining Betty's Best's prior permission.

Resale of goods. Goods sold to purchasers in the United States of America and its overseas territories are for resale to purchaser's customers in the United States of America and its overseas territories only. Goods sold to purchasers in the European Union are for resale to purchaser's customers in the European Union only. Goods sold to purchasers in any other territory are for resale to purchaser's customers in that territory only.

Applicable law. Orders shall be governed by the laws of the state of California in force on the date of the order and the venue for any disputes shall lie in Santa Barbara County, California. In connection with any litigation, arbitration or any other dispute arising between purchaser and Betty's Best, the prevailing party shall be entitled to recover his/her expenses, including reasonable attorney's fees and costs.

Disputes. In the event that a dispute arises concerning any aspect of this agreement, either party shall make a written demand for arbitration. Fifteen days from receipt of written demand, each party

shall appoint an arbitrator and the two arbitrators shall select a third arbitrator. If the arbitrators cannot agree on a third arbitrator within thirty days, either party may request a judge of a court having jurisdiction to make the selection. Arbitration will take place in Santa Barbara County, California and the California rules of law as to procedure and evidence shall apply. A decision agreed to by two of the arbitrators will be binding and either party will have the right to enforce said decision in Santa Barbara County, California. Each party to the arbitration will pay its own expenses and the parties will share the expense of the third arbitrator equally. In the event that purchaser is a resident of a Country other than the United States of America, enforcement of the arbitrators' decision shall be in accordance with the Convention of the Recognition and Enforcement of Foreign Arbitral Awards.

Warranties and disclaimers. Betty's Best warrants title to the products. Betty's Best warrants for a period of thirty days from the date of purchase that all products manufactured by Betty's Best shall be free from defects in material and workmanship. Betty's Best MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, TIME OF DELIVERY, OR ANY OTHER MATTER. ANY WARRANTIES ARISING UNDER THIS AGREEMENT EXTEND ONLY TO THE ORIGINAL PURCHASER AND NOT TO ANY OTHER PERSON, GROUP OR ENTITY.

Limitation of liability. Betty's Best's liability for any and all losses or damages arising out of any cause whatsoever related to the goods sold hereunder shall be limited to the actual amounts paid by purchaser for such goods. All claims related to the goods shall be deemed waived unless made in writing and delivered to Betty's Best within the time periods specified above.