

# KLEAN ATHLETE PURCHASE TERMS AND CONDITIONS

Effective September 17, 2018

To protect and promote the Klean Athlete® brand and reputation for providing high-quality nutritional supplements certified free from banned substances and contaminants, HVL LLC dba Douglas Laboratories® (“DL”) has established these Klean Athlete® Purchase Terms and Conditions (the “Terms”), which apply to all Klean Athlete® Accounts in the United States. By purchasing Klean Athlete®-branded products (the “Products”) for sale to your athletes, customers, and clients, you (hereinafter “Reseller,” “you,” “your”) agree to adhere to the terms and conditions herein. Please read these Terms carefully.

- 1. Payment Terms and Returns.** Reseller must submit either prepaid check or credit card as a method of payment for all orders. Account terms are not permitted unless separately authorized in writing. All orders are subject to acceptance by DL and DL reserves the right to reject any order, in whole or in part, for any reason. DL will not grant returns and/or credits to Reseller, except in cases of damage or defect to Products caused by DL. Please contact [info@kleanathlete.com](mailto:info@kleanathlete.com) or 855-255-5326 to request authorization to return damaged or defective products.
- 2. Manner of Sale.** Reseller shall sell the Products only as set forth herein. Sales in violation of these Terms are strictly prohibited and may result in DL’s immediate termination of Reseller’s Account, in addition to other remedies. Furthermore, products sold to unauthorized persons or through unauthorized channels, including unauthorized Internet sites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under any Product guarantees.
  - 2.1.** Reseller shall sell Products solely to end users of the Products. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.
  - 2.2.** Reseller shall not sell, ship, deliver, invoice, or promote, directly or indirectly, any Products outside the United States without obtaining DL’s prior written consent.
  - 2.3.** Reseller shall not sell or transfer any of the Products to any person or entity for re-sale. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, or any other person or entity a Reseller knows or has reason to know intends to re-sell the Products.
  - 2.4.** In addition to any Affiliate website established by DL for Reseller for the purpose of marketing for sale or selling the Products, Reseller is permitted to market for sale or sell the Products through websites owned or operated by Reseller, provided however, that such websites identify Reseller’s full legal name, mailing address, telephone number, and email address. Reseller shall not register or use any Klean Athlete trademark, nor any misspelling of any Klean Athlete trademark, in the construction of a domain name or URL. Websites owned or operated by Reseller shall not give the appearance that they are operated by DL. DL, in its sole discretion, may revoke Reseller’s authorization to sell the Products on such websites at any time, and Reseller shall cease marketing for sale and/or selling the Products on such websites immediately upon notice of such revocation. Reseller shall not offer Products for sale or fulfill sales of Products through any other website, including any third-party online marketplace website such as eBay or Amazon, without the prior written consent of DL.
- 3. Product Inspection.** Promptly upon receipt, Reseller shall inspect the Products for damage, defect, evidence of tampering, or other non-conformance. Reseller must also confirm that Product seals have not been broken. If any damage, defect, tampering, or other non-conformance is identified, Reseller must not offer the Product for sale and must report the defect to DL at [info@kleanathlete.com](mailto:info@kleanathlete.com) or 855-255-5326. Reseller shall inspect Reseller’s inventory regularly for expired or soon-to-be expired Products and to remove those Products from inventory. Reseller shall not sell expired Products.

- 4. Product Storage and Handling.** Reseller shall store the Products in accordance with storage terms set forth on the label or as otherwise provided by DL. Reseller shall adhere to any additional storage and handling guidelines specified by DL.
- 5. Alterations Prohibited.** Reseller must sell Products in their original packaging, with all seals intact. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations to the Products or their packaging is prohibited. Reseller shall not tamper with, deface, or otherwise alter batch codes, lot codes, or any other identifying information on Products. Further, Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products.
- 6. Recall and Consumer Safety.** To ensure the safety and well-being of the end users of the Products, Reseller must communicate all safety information to consumers and cooperate with DL with respect to any Product recall.
- 7. Consumer Confusion.** Reseller is prohibited from advertising, marketing, displaying, or demonstrating non-Douglas Laboratories products together with the Products in a manner that would create the impression that the non-Douglas Laboratories products are made by, endorsed by, or associated with DL.
- 8. Compliance with Applicable Laws.** Reseller must comply with all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. This requirement includes any and all consumer safety- or consumer protection-related laws, including, but not limited to, California Proposition 65.
- 9. Limited License to Use Klean Athlete Intellectual Property.** Reseller is granted a limited, non-exclusive, non-transferable, revocable sublicense to use the following trademarks: KLEAN ATHLETE®, U.S. Reg. No. 4,269,826; and KLEAN ATHLETE®, U.S. Reg. No. 4, 384,600 (collectively, the “Klean Athlete Trademarks”) solely for purposes of marketing and selling the Products. This sublicense will cease immediately upon termination of Reseller’s Affiliate Account or in the event of Reseller’s breach of any quality requirements set forth by DL or the Klean Athlete Trademark owner. DL reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Klean Athlete Trademarks at any time, without limitation. All goodwill arising from Reseller’s use of the Klean Athlete Trademarks shall inure solely to the benefit of the Klean Athlete Trademark owner. Upon request by DL, Reseller shall be required to submit samples of any manner of its display of the Klean Athlete Trademarks and samples of the Products.
- 10. Termination.** If Reseller violates any of these Terms, DL reserves the right to terminate Reseller’s Account in addition to all other available remedies. Upon account termination, Reseller shall immediately cease selling the Products, representing itself as an authorized reseller of Klean Athlete Products, and all use of anything that may give the impression that Reseller is an authorized reseller of Klean Athlete Products or has any affiliation whatsoever with DL.
- 11. Availability of Injunctive Relief:** If there is a breach or threatened breach of paragraphs 2 through 10 of the Terms, it is agreed and understood that DL shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, waiver, delay, forbearance, or omission by DL to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller’s obligations herein shall constitute a waiver of any provision or otherwise limit DL’s right to fully enforce any or all provisions and parts thereof.
- 12. Indemnification.** Except as otherwise provided herein, each party shall, and hereby does, indemnify, defend, save and hold harmless, the other party, and its directors, officers, employees, shareholders, 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, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, 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 breach of, or failure to perform, any term, covenant or condition in the Terms by the indemnifying party, or (b) the negligence or willful misconduct of the indemnifying party or its officers, employees, agents or contractors.

- 13. WARRANTY DISCLAIMER.** DL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. DL SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.
- 14. Miscellaneous.** The Terms and any dispute arising under the Terms shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules. In the event of a dispute over the terms or performance of the Terms, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Pittsburgh, Pennsylvania. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.
- 15. Modification.** DL reserves the right to update, amend, or modify the Terms at any time and without notice. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Klean Athlete Trademarks, or use of any other information or materials provided by DL to Reseller will be deemed Reseller's acceptance of the amended Terms.
- 16.** DL has a unilateral Minimum Advertised Price ("MAP") Policy that applies to all resellers of Products located within the United States. This paragraph is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this agreement between you and DL, and does not separately constitute an agreement between you and DL regarding the prices you will charge your customers for the Products. DL does not seek, nor will it accept, from Reseller any assurance of compliance with the MAP Policy.