

eENZYME, LLC Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS OF SALE ("SALE AGREEMENT") VERY CAREFULLY.

THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS.

Important Information About This Legal Contract

This Sale Agreement is a legal contract between the Customer and eENZYME. The Customer accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping on the Website. (References to "you" or "your" shall relate to the Customer; references to "eENZYME" shall relate to eENZYME LLC, Inc. and its affiliates.) The terms and conditions of this Sale Agreement are subject to change without prior notice, except that the terms and conditions posted on the Site at the time the Customer initially places or modifies an order will govern the order in question. This Sale Agreement constitutes the entire agreement between the Customer and eENZYME relating to the purchase or sale of goods or services provided by eENZYME. The Sale Agreement may only be modified or terminated with regard to goods or services that have been purchased in a writing signed by eENZYME. Electronic records (including signatures), that are otherwise valid, shall be accepted under the Sale Agreement. The Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting eENZYME at the address provided below.

In the event of any conflict between the terms and conditions stated on your purchase order and this Sale Agreement or any terms and conditions on our invoice, you agree that the provisions of this Sale Agreement and our invoice shall control.

Governing Law

THIS AGREEMENT AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. THE CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN MONTGOMERY COUNTY, MARYLAND FOR PURPOSES OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS SALE AGREEMENT.

Risk of Loss

Loss or damage that occurs during shipping by a carrier selected by eENZYME is eENZYME's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility.

Export Sales

If goods herein being purchased are being purchased for purposes of export, the Customer must obtain from the federal government certain export documentation before shipping to a foreign country. In addition, manufacturer's warranties for exported goods may vary or even be null and void for goods exported outside the United States. Any and all liability is only for the products purchased. eENZYME is not responsible for any import and/or customs fees that may be incurred.

Import, Customs, Duty, and Brokerage Fees

Your local government or carrier may charge an import, customs, duty, or brokerage fee. These

fees are out of the control of eENZYME, LLC, and vary based on your local government and carrier requirements. Please contact your local government or carrier to determine these fees.

General Legal Disclaimer

eENZYME HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY EENZYME IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Pricing and Information Disclaimer

All pricing subject to change. For all prices, products and offers, eENZYME reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. High volume bids are welcome.

While eENZYME uses reasonable efforts to include accurate and up-to-date information on the Website, EENZYME makes no warranties or representations as to the Website's accuracy. eENZYME assumes no liability or responsibility for any errors or omissions in the content on the Website.

Limitation of Liability

eENZYME will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. eENZYME will not be liable for products or services not being available for use. Customer agrees that for any liability related to the purchase of products or services, eENZYME is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase(s) under this agreement.

By ordering the services requested from eENZYME, the Customers acknowledges and agrees: eENZYME LLC and their affiliates are resellers of contracts for professional services, customized professional services and training and are not the providers of said services. The Service Provider is the only obliger responsible for providing services to the Customer. The Customer will look solely to the Service Provider for any loss, claims or damages arising from the purchase of such services, hereby releasing eENZYME, eENZYME LLC, Inc., and their affiliates from any and all claims the Customer may have arising from the provision of any such services. eENZYME is merely acting to assist the Customer in obtaining the services desired by it and provided by the Service Provider.

Orders; Payment Terms; Interest; Taxes

Orders are not binding upon eENZYME until accepted by eENZYME. Terms of payment are within eENZYME's sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. eENZYME may invoice parts of an order separately. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. The Customer is responsible for sales and all other taxes associated with the order.

Return Policy

eENZYME offers a 7-day or 30-day return policy on selected non-perishable products or perishable products based on manufacturer return policies. For further information not listed, please contact your eENZYME account manager.

All products returned MUST be returned to eENZYME with the following terms and conditions: be 100 percent complete and contain ALL original manufacturer boxes with the original Tracking number and packing materials, all manuals, blank warranty cards, accessories and any other documentation included with the original shipment.

Shipping charges on returned items are the customer's responsibility.

For your protection, we strongly recommend you fully insure your return shipment in case of loss or damage. Please use a carrier that is able to provide you with proof of delivery.

If you receive damaged merchandise, it is best to REFUSE it back to the carrier attempting delivery. If you accept the package make sure it is noted on the carrier's delivery record in order for eENZYME to file a damage claim. Save the merchandise AND the original box and packing it arrived in, notify eENZYME immediately to arrange for a carrier inspection and a pick up of damaged merchandise. If you do not notify eENZYME of damaged goods within the first 7 days of arrival, our regular return policy will override any claim of damage, and will fall under all current manufacturer restrictions. Contact Customer Relations at 240-683-5851 or info@eENZYME.com to arrange for carrier inspection and a pick up of damaged merchandise.

DEFECTIVE returns can be returned directly to eENZYME within 7 days from the delivery date, at eENZYME's discretion for replacement, exchange or repair.

NON-DEFECTIVE returns can be accepted directly by eENZYME within 7 days from the delivery date, at eENZYME's discretion for exchange. All NON-DEFECTIVE returns (not including perishable products) are subject to a 20 percent restocking fee.

FOR SHORTAGES, MISSING ITEMS OR DAMAGED ITEMS, customers must report it to eEnzyme customer service at 240-683-5851 or info@eENZYME.com immediately no later than 7 days after receiving the goods.

If the package is refused by the customer, the customer shall be responsible for the return shipping fees.

Check payment policy

eENZYME will accept a cashiers check, money order, personal check, business check, wire transfer on all PO orders.

Credit Cards

Credit card charges are not submitted until time of shipment. eENZYME does not apply any surcharge for credit cards.