

**SCHIFF NUTRITION GROUP, INC.  
PURCHASE AGREEMENT**

1. Orders - All orders are subject to availability and acceptance by SNG. Minimum Order: \$1,500, total net billing for each order of assorted merchandise. Minimum Annual Orders: \$5,000, total net billing of all orders of assorted merchandise. Order shipment is subject to product availability, labor strikes, accidents, acts of God, or other causes beyond SNG's control, and SNG shall not be liable for delays or changes resulting therefrom. Allow at least ten (10) working days between receipt of order and shipment of goods. If an order requires multiple deliveries of merchandise, each delivery is deemed a separate and independent contract, and no dispute as to a particular delivery shall affect the order for or fulfillment of other deliveries. Purchase orders require extended line totals. SNG ships in full-case quantities. Please order using "case" quantities.
2. Payment Terms - Discounts are applicable to the net invoice amount: 2% 30, net 31 days from date of invoice. Customer agrees that past due amounts will accrue interest at the lesser rate of 1.5% per month (19.56 % APR) or the highest applicable legal rate of interest computed on the outstanding balance. Exceptions may be specified in selected deal programs, which shall govern any conflict with the terms herein. Payment terms shall begin on the date of the SNG invoice and are based on the net invoice amount. Receipt of goods terms will not be allowed. If customer fails to make any payment timely, or to fulfill the terms of this or any other agreement with SNG, SNG may without prejudice to any other lawful remedy defer further deliveries or in SNG's sole discretion cancel any pending order from customer. Customer agrees to pay all collection costs, including court costs and attorney fees. This transaction and any dispute arising therefrom shall be governed by Utah Law. Exclusive jurisdiction and venue for adjudication of any dispute arising from this transaction shall be the courts of the State of Utah.
3. Title - Title for goods and risk of loss will pass to customer at the time the goods leave SNG's distribution center for delivery to the customer by common carrier.
4. Promotional and Advertising Allowances - SNG will periodically offer promotional and/or advertising allowances as described in SNG's promotional programs. As conditions for an allowance, customer agrees that merchandise on which an allowance is claimed will be offered for sale only in those retail outlets regularly serviced by the customer's normal distribution locations, and SNG may request proof of shipment to customer's normal distribution locations. Allowances cannot be claimed on products not sold in customer's normal retail outlets.
5. Return of Goods - Any return of goods requires prior written authorization of a SNG authorized representative. Authorized returns will be credited based on the net invoice value for each item less any allowance. Returns will not be deducted from settlements until a credit memorandum has been issued. Return Authorizations (RA) are valid for only 90 days and will be honored for only those items and quantities listed. A 15% restocking fee and freight charges will be assessed to the customer on error returns. The RA must accompany the returned product and be visible on the pallet. All items must be returned in the original shipper(s). When the customer remits, please include the RA number on the payment check.
6. Limitations - SNG warrants only to the extent of the purchase price that the merchandise sold are of a specific quality when shipped, and are true to the name as labeled within recognized tolerances. SNG makes no other or further warranties, guaranties, or representations with respect to the merchandise, express or implied, except as set forth herein, which are in lieu of all other warranties, express or implied. SNG EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY EXPRESSLY WAIVES, ANY OTHER WARRANTIES, GUARANTIES, OR REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In all circumstances SNG's liability shall be limited to product replacement or refund of purchase price, and SNG shall not be liable for any special, incidental, or consequential damages. By acceptance of merchandise from SNG, customer acknowledges and agrees that the limitations and disclaimers herein are conditions of sale unless expressly modified by a writing signed by customer and an officer of SNG. Customer agrees to defend, indemnify, and hold SNG harmless from and against any liability, costs, damages, and agrees to pay all costs and attorney fees arising from any injury or damage to persons or property caused in any manner by any act or negligence of customer with respect to SNG merchandise.
7. Conflicting Terms - Acceptance of merchandise indicates customer acceptance of credit terms shown on the SNG invoice. Any statement on a purchase order or similar document that contradicts SNG's prices or terms shall not be effective unless specifically approved in a writing signed by an authorized representative of SNG. Special requirements must be confirmed in writing by a SNG representative. SNG does not agree to be bound by any additional terms or conditions nor by any agreement that is in any way an attempt to supercede this statement of policy unless expressly agreed to in writing by an officer of SNG. The terms and conditions of this statement of policy shall prevail in the event of any conflict with any other term or condition otherwise applicable to any transaction with customer. SNG expressly requires that this statement of policy be considered part of all electronic data interchange trading partner agreements and any other agreement SNG may enter with customer.
8. Additional Services - EDI: Call your Customer Service Representative for details. Advanced Ship Notices (ASN): EDI or Faxed list of shipped products. This does not include pricing. Order acknowledgment: Faxed list of ordered products and pricing. **Order Entry: Toll Free Fax: (888) 358-9661 Local Fax: (801) 973-2525**