



Schooleys Mountain Soap LLC

TERMS AND CONDITIONS

Policy Last Updated: November 13, 2019

1. Schooleys Mountain Soap LLC ("SMS") hereby accepts the Buyer's order pursuant to and conditioned on the Buyer's assent to the terms and conditions set forth herein, and SMS agrees to furnish goods (the "product" or "products") only upon these terms and conditions. Differing terms and conditions shall require a separate written agreement. THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON THE BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER. No course of prior or current dealings between the parties and no usage of trade shall be relevant to, supplement or explain any term nor shall course of prior or current dealings constitute a waiver of any of the terms contained herein. Photocopies, electronic copies and facsimile transmissions of documents shall be effective as originals and shall be considered a "writing" between the parties. Buyer is deemed to have accepted the Terms and Conditions contained herein upon shipment of the product.
2. Buyer shall pay SMS the standard price for product(s) listed by SMS on the date SMS ships the Buyer's order or any price expressly quoted by SMS in writing to the Buyer. SMS reserves the right to change the price on future orders of products. All prices listed or quoted shall be exclusive of delivery charges, taxes, customs, duties, or other customary shipping fees unless otherwise expressly stated.
3. SMS makes efforts to meet Buyer's requirements for product delivery whenever possible. However, any shipping, delivery, or processing dates as indicated by Buyer or SMS are *estimates only*, and SMS shall have no liability to Buyer for failure to complete delivery of an order by the date indicated or for any of Buyer's incidental, indirect or consequential damages arising from a delay. SMS shall ship product to Buyer F.O.B. Origin, with packaging and carriers as designated by SMS, unless otherwise specified in writing between the parties. SMS's title to product passes to Buyer upon delivery of product to the carrier for shipment, with carrier acting as Buyer's agent. Buyer assumes the risk of loss for product in transit and shall be responsible for obtaining insurance, if desired. For foreign shipments Buyer assumes all risk and responsibility relating to entry of product into the country of destination, and SMS makes no warranties or guaranties relating thereto, and shall have no liability relating thereto. SMS will not consider any claim for non-conforming product or shortages ("Non-Conformances") unless Buyer complies with the notice and authorization requirements set forth. Buyer may not return Product without SMS' written authorization. If a return is authorized, Buyer shall return all non-conforming product within 30 days after receipt of authorization and shall ship the Product F.O.B. Destination. All returns must be sent to Schooleys Mountain Soap LLC, PO Box 457, Glen Gardner, NJ 08826-0421 Attn: Returns, unless otherwise directed by SMS. All unauthorized returns will become the property of SMS and no credit will be issued. Product for which delivery is wrongfully rejected or not accepted by Buyer, shall be held and stored by SMS at risk and expense of Buyer. Special delivery terms may apply, contact SMS for details.
4. SMS requires full payment for product due prior to order shipment. Unless otherwise indicated in writing, each shipment shall be considered an independent transaction and payment therefore shall be made accordingly. Freight charges include applicable shipping, handling, and processing charges. All orders are subject to approval of SMS credit department. In the event of any proceeding brought by or against Buyer under insolvency laws, SMS shall be entitled to cancel any order of the Buyer then outstanding and shall receive reimbursement.



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5. Buyer shall be responsible for inspecting and examining all product shipped hereunder prior to acceptance. Buyer shall fill out a return/exchange form within 30 days following delivery to Buyer.

6. There are no express warranties hereunder. The liability of SMS for any claim brought by the Buyer is limited, at SMS' option, solely to replace the product, or apply an appropriate credit adjustment not to exceed the sales price of the product to Buyer. If SMS determines that Non-Conformance exists, and was not caused by negligence, misuse, improper storage, or accident, Buyer shall have no right to "cover" by procuring substitute goods at the expense of SMS. SMS HEREBY MAKES NO OTHER WARRANTY EXPRESSED OR IMPLIED. SMS EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SMS. SMS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SMS ANY LIABILITIES. UNDER NO CIRCUMSTANCES SHALL SMS, ITS AFFILIATES, SUPPLIERS, OR AGENTS BE LIABLE TO THE BUYER OR ANY OTHER PERSON FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGE, LOSS OR EXPENSE. Buyer's remedies under this Agreement for any claim against SMS shall be solely and exclusively limited to replacement of the product or a credit not to exceed the sales price of the product. Said choice of remedy shall be in the sole discretion of SMS. This section sets forth the sole and exclusive remedy against SMS. No action may be taken against SMS for breach of this Agreement more than one year after the accrual of the cause of action.

7. Intellectual Property is Copyright (c) 07/09/2019 Schooleys Mountain Soap LLC. All Rights Reserved. All specifications, designs, data methods, patterns, and ideas made, used, conceived, developed or acquired by SMS incident to its performance under this Agreement and all patent, trade-secret, know how, copyright, trademark or other proprietary right therein shall be the exclusive property of SMS, and no part of the purchase price hereunder shall be deemed applicable to acquisition of or licensing of the foregoing unless agreed to in writing by SMS. No licenses to any intellectual property of SMS (including use of trademarks and trade names) are granted to Buyer. SMS HEREBY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER ABOUT THE NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY. SMS WILL NOT BE OBLIGATED TO DEFEND AND DOES NOT INDEMNIFY BUYER IN ANY WAY WHATSOEVER RELATING TO ANY THIRD PARTY'S INTELLECTUAL PROPERTY.

8. SMS shall be relieved of the performance of its obligations for the duration and to the extent that it is prevented in the performance of its obligations by reasons of force majeure. For purposes of this clause, force majeure is defined as circumstances or events which may have not been foreseen at the time of entering into this transaction, which are not the fault of SMS and which prevent the performance of all obligations hereunder and which are not capable of being remedied. Force majeure events include, but are not limited to, acts of God, acts of war, acts of the Government, acts of Buyer, inability to obtain necessary labor, materials or manufacturing facilities, blockades, revolutions, industrial disputes and commercial impracticality.

9. Buyer shall indemnify, defend, and hold SMS, its employees, suppliers, and agents harmless from and against any and all liabilities, damages, injuries, claims (irrespective of the legal theory on which any claim is based), suits, judgments, causes of action, and expenses (including attorneys' fees, court costs and out-of-pocket expenses) suffered or incurred by SMS as a result of any action or omission by Buyer its employees or agents.



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10. SMS may assign or subcontract all or any portion of its right or obligations with respect to sale of the Product or assign the right to payment without Buyer's consent. Buyer may not assign these Terms and Conditions, or any of its rights or obligations herein without prior written consent of SMS subject to the restrictions in assignment contained herein. These Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No portion of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties.

11. This agreement shall be deemed to be made in New Jersey and governed in all respect by New Jersey law. The parties to this agreement irrevocably consent to the exclusive jurisdiction of the State and Federal Courts located in the Commonwealth of New Jersey. If any portion of this Agreement is found by a Court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the remainder of this Agreement.

Thank you for choosing Schooleys Mountain Soap LLC!

