

EDEN LABS PURCHASE ORDER CONFIRMATION AND TERMS

Quote: _____ Invoice: _____ Salesperson: _____

Equipment: _____

Invoice Total: _____

1. CONTRACT AND ACCEPTANCE.

1.1 This Purchase Order Confirmation and Terms ("Agreement") sets forth the terms and conditions of sale between Eden Labs LLC ("Seller") and Buyer (each a "Party" and collectively, the "Parties"). This Agreement shall apply to the sale and provision of any equipment, materials, items, products, components, parts, systems, drawings, specifications and any related services (the "Goods") offered for sale or provided by Seller to Buyer, including all requests made by Buyer for quotations or offers to purchase and to any offers made by Seller and are an integral part of any order accepted by Seller ("Order"). All Orders received by Seller, Seller's sales representatives or distributors are subject to acceptance by Seller's corporate office in Seattle Washington. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACKNOWLEDGMENT OF, AND AGREEMENT WITH, THIS AGREEMENT. This Agreement shall prevail over any conflicting terms in Buyer's Purchase Order. No terms and conditions contained in any orders, prior offers or any other document issued by the Buyer shall be binding on Seller, even if they have not been expressly rejected. The failure of either Party at any time, to enforce any provision in this Agreement shall not be construed to be a waiver of the right of such Party to enforce any terms and conditions in this Agreement.

1.2. No order, amendment thereof, addition or a complement thereto shall be binding on Seller unless expressly accepted in writing by Seller.

1.3 If individual terms in this Agreement cannot be applied for any reason whatsoever, all other terms and conditions will remain unaffected.

1.4 Orders do not include installation or training services by Seller unless expressly included and agreed to in writing by Seller and as specified in an Order. If an Order includes installation and/or training, Consumer must have its facility ready (including, without limitation, having obtained any necessary permits) for installation upon the arrival of Seller's personnel or training representative. If the facility is not ready, the Consumer agrees to pay for a second trip by Seller and/or its agents to its facility including all reasonable travel expenses, lodging and meals and at the convenience of Seller's schedule.

2. TERMS OF PAYMENT; PRICES.

2.1 Unless otherwise agreed in writing, the Order is paid in three (3) installments: Payment # 1: Sixty percent (60%) of the invoice price must be paid to Seller upon Seller's acceptance of the Order. Payment # 2: Twenty percent (20%) of the invoice price is due within 30 days of Payment #1. Payment # 3: Twenty percent (20%), the remaining balance is due upon manufacturing completion, prior to shipping and training. All payments are due within 10 days of invoicing. Payment in full (including the costs set forth in section 2.2) must be received by the Seller before the Goods will be shipped, unless otherwise specified in writing by Seller.

2.2 The cost of packing, crating, loading, storage, transportation, shipping and insurance may be included in the purchase price of the Goods unless quoted separately on a case-by-case basis.

2.3 All payment must be made by wire transfer, check, cashier's check or credit card. Payment may not be made by cash or money order. All prices are set forth in U.S. dollars. A transaction fee may be imposed for credit card use.

2.4 Buyer authorizes and permits Seller to perform background checks and obtain financial information about

Buyer from credit reporting sources, banks and law enforcement agencies.

3. SHIPPING SCHEDULE

3.1 Shipment dates are approximate and represent Seller's best judgment at the time of quotation. Estimations of shipping dates are made in good faith, but they are NOT guaranteed and such dates are not the essence of an Order.

3.2 Seller reserves the right to make shipment in lots. Upon shipment of each lot, Seller shall have the right to immediately invoice an amount representing that appropriate portion of the total purchase price.

3.3 Seller shall have the right, in its sole discretion, to manufacture the Goods to be provided pursuant to this Agreement as far in advance of its estimated shipping schedule as it deems appropriate. Seller reserves the right to ship in advance of any Consumer request dates, except those dates stipulated "not before".

3.4 Should shipment be held beyond the scheduled date at the request of Consumer, Seller may charge Consumer for all expenses incident to such delay, including but not limited to storage of the Goods.

3.5 Seller will not be responsible for deviations in meeting specified shipping schedules nor for any losses, claims or damages to Buyer (or any third person) occasioned by deviation in the performance or the nonperformance of any of Seller's obligations hereunder, or by loss of or damages to the Goods when caused directly or indirectly by, or in any manner arising from, any casualty, riots, acts of Buyer, strikes, or by other labor difficulties, shortages of labor, supplies, and transportation facilities or any other similar or different cause or causes beyond Seller's reasonable control or the reasonable control of its suppliers or subcontractors.

4. PRICE QUOTATIONS.

4.1 All price quotations expire fifteen (15) calendar days from the date of the quote unless sooner withdrawn by Seller. Prices of Goods scheduled for shipment more than twelve (12) months after the date of an Order shall be subject to escalation.

4.2 Unless otherwise stated, price quotations do not include cost of packing, crating, loading, storage, transportation, insurance and shipping.

5. TAXES. All prices quoted do not include any federal, state, municipal and other excise, sale, use or occupational or similar taxes unless otherwise stated. If, under law or governmental regulation, Seller is required to pay or collect any tax upon the Goods included in the Order or predicated upon, measured by or arising from the sale, transportation, delivery, use or consumption of said Goods, whether directly or indirectly, the price to be paid by the Buyer shall be increased by the amount of any such taxes. Buyer shall immediately, upon Seller's request, pay such taxes to Seller.

6. CANCELLATION. Cancellations of an Order may be accepted only with the prior written approval of Seller. A request to cancel an Order must be submitted by Buyer, in writing, to Seller within five (5) business days of the date of invoice to receive a 100% refund. For requests to cancel an Order that are submitted to Seller, in writing, five (5) or more business days after the date of invoice, Buyer must pay all costs already incurred by Seller, including the price of Goods and services required to fill the Order already committed by Seller as well as a reasonable allowance for Seller's overhead and profit. Seller may cancel any Order if the Buyer's representations herein, or in the Buyer Questionnaire, End-Use Statement, and Indemnification, are found to be materially inaccurate or misleading (a "Seller Cancellation"). In the event of a Seller Cancellation, Buyer shall pay all costs already incurred by Seller, including the price of Goods and services required to fill the Order committed to by Seller as well as a reasonable allowance for Seller's overhead and profit.

7. CHANGES. Seller shall have the right to charge Buyer for increased costs resulting from Buyer's changes to any accepted Order, including changes in delivery schedule, Goods, materials, or services.

8. WARRANTIES.

8.1 Except as set forth in this Agreement, Seller warrants that the Goods conform to the applicable drawings and specifications of Seller and will be free from any defects in material and workmanship on non-consumables for

a period of thirty-six (36) months from the date of shipment by Seller or as otherwise stated on the invoice for other systems and components. All consumables (items not manufactured by Eden Labs) carry a warranty as outlined by their manufacturer. Repairs utilizing new parts carry a one (1) year limited warranty against defects in such parts. Repairs utilizing refurbished parts carry a ninety (90) day limited warranty against defects in such refurbished parts. Seller's labor is warranted for ninety (90) days.

8.2 If, within these stated warranty periods, Seller receives from Buyer written notice of any alleged defect in or nonconformance of any such Goods or parts, Buyer shall, at Seller's request, return the Goods or parts F.O.B. Seller's location, as designated by Seller. If Seller agrees that the Goods or parts do not conform or is found to be defective in material or workmanship, Seller shall repair or replace the defective Goods or parts at Seller's option and expense. Seller's sole responsibility, and Buyer's exclusive remedy hereunder, shall be limited to such repair or replacement as provided herein.

8.3 Goods, products and accessories supplied by Seller hereunder which are not manufactured by Seller are warranted by Seller only to the extent that Buyer or Seller is able to obtain warranty service or compensations from the manufacturers thereof.

8.4 THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR PURPOSE.

8.5 The warranties of Seller do not cover, and Seller makes no warranty with respect to: (a) Failure's not reported to Seller within the warranty period specified above; (b) Failures or damage due to misapplication, abuse, improper installation, abnormal conditions of temperature, water, dirt, or corrosive matter; (c) Failures due to operation above rated capacities or in an otherwise improper manner; (d) Goods or products which have been in any way tampered with, modified or altered by anyone other than Seller; (e) Goods or products damaged in shipment or storage or otherwise without fault of Seller; (f) Labor and/or material expenses incurred by Buyer which relate in any manner to any allegedly defective Goods or products unless Buyer incurs such expense under express written authorization from Seller; and (g) Goods and parts which are subject to normal wear and tear, are scheduled for routine replacement within the guarantee period, and Goods and parts subject to the effects of corrosion or deterioration by chemical or other action.

8.6 The warranties of Seller do not cover any Goods or products supplied by Seller made to the Buyer's design or the design of which has been modified by the Buyer or used in a manner other than that approved by the Seller.

9. CLAIMS, SHORTAGES, AND RISK OF LOSS.

9.1 Any claims for loss, breakage or damages (obvious or concealed) are Buyer's responsibility and should be made to the carrier. Seller will render Buyer reasonable assistance in securing adjustment of such claims.

9.2 Any notices of shortages or other errors must be made in writing to Seller within fifteen (15) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all claims by Buyer.

9.3 Risk of loss for damages to the Goods sold hereunder passes to Buyer upon delivery by Seller to the carrier regardless of F.O.B. point. Title to the Goods sold hereunder passes to Buyer upon payment of the full purchase price. Buyer agrees to execute such documents as Seller requests to protect Seller's interest in the Goods.

10. TRANSPORTATION CHARGES AND ALLOWANCES. All prices are F.O.B. place of shipment. Buyer is responsible for the costs of packing, crating, loading, storage, transportation, insurance and shipping, unless otherwise agreed to in writing by Seller. If the quoted price includes shipping, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Buyer agrees to pay all additional costs due to special routing requested by Buyer. Under no circumstances shall any shipping or insurance costs be deducted from the purchase price. If the quoted price includes shipping costs, no reduction to the purchase price will be made in lieu thereof whether Buyer accepts shipment at factory, warehouse, freight station, or otherwise supplies its own transportation.

11. ACCEPTANCE. Final acceptance or rejection of the Goods shall be made promptly after delivery to Buyer. Unless earlier rejected, the Goods shall be deemed by the Parties to be formally accepted within thirty (30) days

after delivery to Buyer. Upon acceptance of each unit of the Goods, Buyer expressly waives any right to revoke such acceptance for any reason, whether known or unknown to Buyer at the time of acceptance. Any alleged defect or nonconformance which may become apparent in the Goods after acceptance shall be subject to the provisions of Section 8 herein above.

12. RETURNED GOODS. Seller reserves the right to refuse returned Goods unless such return is authorized in advance by Seller. A restocking charge of twenty percent (20%) of the purchase price will be levied on all returned Goods.

13. SUBSTITUTIONS. Seller reserves the right to furnish substitutes for materials which cannot be reasonably obtained because of any restrictions, voluntarily or compulsorily, established by or in connection with any governmental authority or program. In all cases, the materials of construction are subject to verification and acceptance by Buyer. Seller may, during any periods of shortage due to causes beyond control of Seller or its suppliers, prorate its supply of Goods among all of its buyers in such manner as may be deemed equitable in the sole judgment of Seller. Seller shall not incur any liability to Buyer because of any proration hereunder.

14. HAZARDOUS OR TOXIC MATERIALS NOTICE. It is the policy of Seller not to handle any unknown or potentially hazardous or toxic substances. Therefore, all Goods returned for any reason must be thoroughly cleaned and any hazardous or toxic substances completely removed and/or neutralized.

15. USE; COMPLIANCE WITH LAW. **Buyer represents and warrants that the Goods purchased from Seller will be used for commercial, business or research purposes, and not for personal, family, or household use and that all information provided to Seller up to the date of shipment is complete and accurate.**

16. EXPORT REGULATIONS. To ensure items will not be used in any manner which violates any laws, rules or regulations Buyer has agreed to fully and accurately complete and agree to the "Buyer Questionnaire, End-Use Statement and Indemnification" provided by Seller at <http://edenlabs.com/support/terms-and-conditions>. **BUYER MUST INFORM SELLER IMMEDIATELY OF ANY CHANGES TO BUYER'S ANSWERS THAT OCCUR PRIOR TO THE SHIPMENT OF THE GOODS, BY ELECTRONIC MAIL TO cs@edenlabs.com OR MAIL TO: Eden Labs, 309 S. Cloverdale, Suite D-10, Seattle, Washington 98108.** Seller reserves the right not to ship orders that do not comply with Seller's policies.

17. LIMITATION ON LIABILITY.

17.1 Notwithstanding anything contained herein to the contrary, Seller's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance under this Agreement or the provision of the Goods provided and/or contemplated hereunder shall not exceed the purchase price hereunder.

17.2 **In no event shall Seller or its agents be liable to Buyer for any punitive, special, indirect, incidental or consequential damages of any kind or character, including but not limited to, loss of use of production facilities or equipment, lost profits or revenue, property damage (including property damage arising out of causes of action based on strict liability), damages to person, expenses incurred in reliance on Sellers performance hereunder, or lost production, whether suffered by Buyer or any third party.**

17.3 SPECIFIC DESIGN RECOMMENDATIONS. If before or during its performance under this Agreement, the Buyer obtains specific design and/or engineering assistance from Seller insofar as the compatibility or use of the Goods with elements or systems not supplied by Seller, it is understood and agreed by Buyer that such specific design and/or engineering assistance is provided as a service, even if Seller receives compensation therefore, and that Seller makes no warranties of any nature whatsoever with respect to the accuracy of such specific design and/or engineering assistance or with respect to any actions taken by Buyer or any third parties in reliance on such assistance.

18. MISCELLANEOUS.

18.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the STATE OF WASHINGTON exclusive of any conflict of laws provisions, and the parties hereby submit to the jurisdiction of the courts of Washington at Seattle.

18.2 Entire Agreement; No Third Party Beneficiaries. This Agreement, including any Exhibits or Attachments

referred to herein, including the Buyer Questionnaire, End-Use Statement and Indemnification, constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter herein and all understandings and agreements heretofore had between Seller and Buyer are merged into this Agreement. This Agreement shall not be modified, altered, amended or assigned except as specifically provided for herein or by mutual written agreement of the Parties hereto. No course of prior dealings between the Parties and no usage of trade shall be used to supplement, explain or vary any of the terms of this Agreement. This Agreement is not intended to confer upon any person other than the Parties any rights, remedies or other benefits hereunder. Accordingly, Seller owes no duty or obligation to any such third parties pursuant to the terms of this Agreement and shall not be responsible for any claims made and/or damages asserted by any such third parties.

18.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, the Parties and their successors, respective heirs and assigns.

18.4 No Waiver. The failure of either Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the full right to require such performance at any time thereafter; nor shall the waiver by either Party of a breach of any provision hereof be taken as held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. The failure of Seller to object to any provision in conflict herein, whether contained on Buyer's Purchase Order or otherwise, shall not be construed as a waiver of the provisions herein or as an acceptance of any such conflicting provision.

18.5 Notices. Except as otherwise provided in this Agreement, all notices sent or required to be sent hereunder shall be sent by registered or certified mail, postage prepaid, addressed as follows: to Eden Labs LLC, 309 S. Cloverdale St., Suite D-10, Seattle, WA 98108 and to the Buyer at the address that Buyer shall designate in writing.

18.6 Force Majeure. Neither Party shall be liable for any delay in the performance of any obligation hereunder or any loss resulting therefrom due to any cause beyond its control, including but not limited to acts of God, acts of civil or military authority, labor disputes, fires, floods, riots, civil disturbances, or war, and the performance of any such obligation shall be postponed for a reasonable period of time during the continuation of any such cause.

18.7 Severability. If any term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

18.8 No Joint Venture. The relationship between Seller and Buyer is that of vendor and vendee. No agency, partnership, joint venture or employment relationship is created between the Parties by this Agreement.

19. Proprietary Information/Preservation of Confidentiality. Buyer agrees that it shall regard, maintain and preserve the secrecy and confidentiality of any and all information and data, whether in oral or written form, including but not limited to, costs, products, processes, methods, concepts, ideas, programs, formulae, apparatus, prototypes, photos, techniques, know-how, marketing plans, business plans, data, strategies, forecasts, customer or supplier lists or technical requirements of customers, or other information constituting trade secrets (collectively referred to herein as the "Proprietary Information") of Seller which may have been or may hereafter be disclosed to or obtained by them in connection with the manufacture of Goods by Seller or otherwise. Buyer acknowledges and agrees that the Proprietary Information constitutes protectable trade secrets of Seller's within the meaning of applicable law. Without limiting the generality of the foregoing, Seller anticipates disclosing to Buyer certain Proprietary Information pertaining directly or indirectly to the extraction and/or distillation of botanicals. Buyer shall take reasonable and necessary measures to preserve the secrecy and confidentiality and avoid the unauthorized use or disclosure of Seller's Proprietary Information, including, without limitation, taking such measures of protection as it takes to protect their own confidential, proprietary or trade secret information. Buyer shall limit access to the other party's Proprietary Information to those of its employees, agents, and consultants, who have a reasonable need for access to such information in connection with the discussion, exploration and possible later performance of the Order ("Recipients") and shall take reasonable steps to ensure that each Recipient is bound by restrictions which in all reasonable respects are materially the same as the restrictions contained herein.

20. Covenant Not to Use or Disclose. Buyer agrees that it will not, at any time, without the prior written consent of Seller, use or disclose Seller's Proprietary Information for any reason or in any manner whatsoever except as may be necessary for the discussion, exploration of purchasing Goods or services from Seller.

21. Covenant Not to Reproduce. Except as may be necessary for the discussion, exploration and completion of Seller's performance of manufacturing or services for Buyer and then only with the express permission of Seller, Buyer agrees that it will not make copies, photocopies, facsimiles, or other reproductions of any documents, drawings, products, electronic data or the like containing Seller's Proprietary Information. Upon conclusion or termination of the Order or forthwith upon the request of Seller, Buyer shall promptly return to Seller all such documents, drawings, electronic data or reproductions thereof which may have come into their possession.

22. Proprietary Rights. Buyer acknowledges that all property rights in Seller's Proprietary Information are owned by Seller and Buyer has no such rights to the Proprietary Information. Buyer further acknowledges that Seller has not granted and does not grant in this Agreement or outside of it any license to such Proprietary Information or intellectual property rights under Seller's patents, copyright, trade secret or other proprietary rights to use or reproduce any Proprietary Information of Seller's.

I certify that I have read the Purchase Order Confirmation and Terms and Conditions.

Buyer Signature

Buyer Printed Name

Date

Buyer Questionnaire, End-Use Statement, and Indemnification

BUSINESS NAME: _____

OWNER / OFFICER NAME: _____

PHONE NUMBER: _____

INVOICE / QUOTE / ORDER NUMBER: _____

In regard to the item(s) purchased detailed on noted invoice / quote / order number, Eden Labs, LLC (“Eden Labs”) requires you to complete and return this questionnaire / statement with your signature below prior to final order acceptance by Eden Labs. If for any reason, whether by you or another party, this (these) item(s) are exported outside of the United States, are used outside of the county and state listed below or is used for a purpose other than described herein, such export or use must comply with all United States Export Laws and regulations and all federal, state and local laws, regulations and ordinances for the location in which the item(s) will be used. The information provided will be used to confirm and validate legal compliance. **By your signature below, you agree and understand that Eden Labs will rely on the information provided to accept this order.**

1. What is the Buyer(s) / End-User(s) age?

2. Is the item being exported from the United States?

3. Where is the item going (Intermediate consignee(s) and/or Ultimate Destination – including U.S. county and state, if applicable)?

4. Who is purchasing the item(s) and who will use the item(s) (Intermediate End-User and/or Ultimate End-User)?

PURCHASER:

END USER:

5. What will they do with the item(s) (Ultimate End-Use)? Please state the specific use of the referenced item(s), what the item(s) will be used for, and whether it will be integrated into another device or items. Also, state the exact role the Ultimate End-User will have in the use of the referenced item(s).

6. What other functions/changes/activities will the Intermediate or Ultimate End User perform on the

item(s)?

7. If at any time the above-referenced items will be transferred to another state or location within the state, or re-exported to a destination/End-User other than stated above, you are required to adhere to all applicable United States laws and regulations governing the export or re-export of the item(s) listed above. Specifically, you hereby certify by your signature below that the referenced item(s) will not be used or transferred:

(a) For any purpose associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will the referenced item(s) be re-exported or otherwise transferred if there is a reason or suspicion that the referenced item(s) are intended or likely to be used for such purpose; and

(b) To entities or persons excluded, denied, debarred or otherwise sanctioned or restricted by an agency of the United States as indicated on the Blocked, Denied Entity and Debarred Persons Lists maintained by United States agencies or entities otherwise subject to embargoes, sanctions or other restricted export programs implemented by the United States. The customer agrees to cooperate with Eden Labs to ensure that the referenced item(s) are not exported to any person or entity designated on these Lists or programs.

Buyer understands that the referenced item(s) may be subject to one or more United States export laws or regulations and the item(s) may fall under the jurisdiction of one or more United States agencies, including Department of State, Department of Commerce and the Food and Drug administration and/or the laws, regulations and ordinances of states, counties or municipalities. Buyer further understands that it is unlawful to export, or attempt to export, or otherwise transfer, sell or divert Eden Labs manufactured items or related technical data to any foreign person, whether outside or inside the United States, for which a license or other approval of an agency of the United States is required, without first obtaining the required license or written approval from the appropriate government agency. **Therefore, Buyer agrees that it will comply with all applicable export control laws.**

By signing below, I certify that, to the best of my knowledge and belief, the information given above is accurate and complete, and that I am duly authorized to provide the certifications and statements above. As a Buyer of Eden Labs, LLC systems, equipment, goods or accessories (collectively, the "Systems"), I represent and warrant that (1) the Systems purchased by Buyer will be used for commercial, business or research purposes, and not for personal, family or household use; (2) such Systems will not be used in any illegal or improper activities or in any manner which violates any federal, state and local laws, rules and regulations; (3) Buyer shall comply with all export control laws to the extent applicable to the Systems purchased; and (4) Buyer has reviewed the Warranties provided by Eden Labs.

Buyer agrees it shall indemnify, defend and hold Eden Labs, LLC harmless from and against any and all claims, suits, expenses, liabilities, losses and costs, including without limitation reasonable attorneys' fees, arising out of or resulting from any illegal or improper acts, omissions, or representations of Buyer, or its employees, agents, representatives, or other personnel in regards to the use of the Systems.

SIGNATURE PAGE TO FOLLOW ON PAGE 9

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS STATEMENT, QUESTIONNAIRE AND INDEMNIFICATION MUST BE ACCURATELY COMPLETED PRIOR TO ORDER APPROVAL AND PROCESSING BY EDEN LABS OR ITS AUTHORIZED DISTRIBUTORS