



TERMS AND CONDITIONS

1.1 No term in any Quotation is binding on either Party unless and until Customer has submitted a conforming Purchase Order and NVL has accepted that Purchase Order by issuing an Order Confirmation.

1.2 NVL reserves the right to adjust Quotation pricing in response to increases in input or labor costs, including but not limited to:

- Raw material or active ingredient costs
- Packaging component costs
- Freight, fuel, or logistics costs
- Federal, state, or local tariffs or import duties
- Regulatory compliance or testing fees mandated by law
- Minimum wage or labor cost increases

2.1 All Purchase Orders must be submitted to NVL in writing and shall specify: Product name and SKU, quantity, unit price, ship date, and shipping destination requested by Customer.

2.2 No Purchase Order is binding upon NVL prior to issuance of an Order Confirmation. NVL will communicate its acceptance of a Purchase Order exclusively by issuing a written Order Confirmation to Customer. For the avoidance of doubt, NVL reserves the right to reject any Purchase Order at any time prior to issuance of an Order Confirmation, regardless of any written or oral communications between the Parties regarding the Purchase Order.

2.3 In the event of any conflict or contradiction between the terms set forth in a Purchase Order submitted by Customer and a corresponding Order Confirmation issued by NVL, the Order Confirmation will control.

3.1 NVL may deliver and invoice up to ten percent (10%) more or less than the quantity stated in an accepted PO or Order Confirmation ("Variance Tolerance") without requiring any change order, Customer approval, or price renegotiation.

3.2 All units delivered within the $\pm 10\%$ Variance Tolerance will be invoiced at the unit price agreed in the Order Confirmation, and Customer will be obligated to accept and pay for all such units.

4.1 NVL manufactures all Products in compliance with all application provisions of the cGMP.

4.2 NVL operates a Quality Management System consistent with the cGMP and all other applicable requirements or regulations. NVL maintains master manufacturing records, Batch production records, Standard Operating Procedures, training records, and environmental monitoring programs.

4.3 NVL, at the Customer's request, will provide COAs, Nutrition Facts panels, ingredient declarations, and allergen disclosures.

5.1 Customer is solely responsible for Customer's own compliance with applicable regulatory requirements, including but not limited to:

- The accuracy and legality of all label claims, structure/function claims, and marketing statements
- Ensuring the Product is lawfully marketable in Customer's distribution territory
- Filing or maintaining any required FDA notifications (e.g., New Dietary Ingredient notifications)
- Compliance with FTC regulations governing advertising claims
- Obtaining any required state or local permits, licenses, or registrations



5.2 NVL does not provide regulatory approval opinions or legal advice.

5.3 Customer shall notify NVL promptly of any regulatory inquiry, FDA audit, or recall-related communication involving any Product manufactured by NVL.

6.1 Products will be stored in NVL's climate-controlled facilities in accordance with the stated storage conditions. Customer shall pick up the Products within five (5) calendar days of NVL's written notification that the Products are ready for pickup. After this period, a storage fee of **\$5.00** per pallet per day will apply until the Products are picked up. Storage fees will be invoiced monthly and payable in accordance with these Terms and Conditions.

6.2 NVL has manufactured, packaged, and held the Product in accordance with the applicable requirements of 21 CFR Part 111, including §111.455 (holding and distributing operations), up to the point of shipment from NV Labs facility. Responsibility for storage, handling, and distribution of the Product transfers to Buyer upon pick-up from NVL's Facility.

Following shipment, Buyer shall store and handle the Product under conditions consistent with its labeling and the following recommended storage parameters, to prevent contamination, degradation, or mix-up of the Product:

- **Temperature:** 59°F – 77°F (15°C – 25°C)
- **Relative Humidity:** 35% – 65% RH

Buyer shall maintain such conditions throughout any subsequent storage, distribution, or transit for which Buyer is responsible. Where individual Product labeling specifies storage conditions that differ from the parameters above, the labeled conditions shall control.

6.3 NVL quality warranties and obligations under this Agreement are contingent upon Buyer's compliance with this Section. NVL shall not be responsible for any degradation, contamination, or non-conformance arising from storage or handling conditions occurring after the Product has left the NVL facility and is no longer under NV Labs control.

7.1 Customer has five (5) business days following receipt of Finished Goods and accompanying COA to inspect and notify NVL in writing of any claim that any Product does not conform to Specifications.

7.2 Customer's failure to provide written notice of nonconformity within the five-day period constitutes acceptance of the Products as conforming.

7.3 Written notice of nonconformity must be labelled as such and must include the following information with respect to every Batch alleged to be nonconforming: (a) Lot number, (b) number of units or quantity asserted to be nonconforming, (c) nature of the nonconformity with reference to the applicable Specifications, (d) where applicable, supporting documentation and photographs, and (e) details of the product's storage, handling, and climate-control conditions after leaving NVL' facility, including applicable temperature and humidity records.

7.4 NVL will investigate all timely-submitted notices of nonconformity and provide a response within thirty (30) business days.