

## SHIPPING | FULFILLMENT DEPARTMENT

# TERMS & CONDITIONS FULFILLMENT AGREEMENT

Dear Customer:

We sincerely appreciate the opportunity to provide some or all of your fulfillment needs and asked that you carefully read the following terms and conditions required by Vitalabs, Inc. for this service:

### CONDITIONS FOR PRODUCTS TO BE FULFILLED:

- All products to be Drop Shipped by Vitalabs, Inc. must be paid for in full by the Customer.
- From the date of purchase, Vitalabs, Inc. agrees to inventory the product to be fulfilled for a period of three (3) months at no additional expense to the Customer. After three (3) months the Customer must take possession at the Customer's expense of any remaining inventory, or make additional arrangements as agreed to by both parties.

### FULFILLMENT FEES:

- Fulfillment Fees are defined by a handling charge and all related freight costs per order.
- The handling charge for orders with products weighing less than 1 lb. per unit will include a \$1.75 order charge and a \$.50 charge for each unit shipping in the same order plus all related freight charges.

*Example order for three (3) products weighing less than 1 lb. each: \$1.75 (order charge) + \$1.50 (3 Units x \$.50) + Freight (determined by total weight, destination and shipping method) = Total Order Charge.*

- The handling charge for orders with products weighing more than 1 lb. per unit will include a \$2.25 order charge and a \$.75 charge for each unit shipping in the same order plus all related freight charges.

*Example order for three (3) products weighing more than three pounds: \$2.25 (order charge) + \$2.25 (3 units x \$.75) + Freight (determined by total weight, destination and shipping method) = Total Order Charge.*

*Example order for orders containing a mix of 3 units weighing over 1 lb. and 3 units weighing less than 1 lb.: \$2.25 (order charge) + \$3.75 (3 units x \$.50 + 3 units x \$.75) + Freight (determined by total weight, destination and shipping method) = Total Order Charge.*

- Vitalabs, Inc. does not guarantee a set shipping amount for all orders and this cost will be determined by the method of shipping specified by the Customer. Vitalabs, Inc. will discuss the various shipping options with the Customer so that the best means is determined and agreed to by both parties.



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### **METHOD OF SHIPPING:**

- Orders will be shipped by UPS or USPS as specified by the Customer.

### **INSURANCE FOR SHIPMENTS:**

- The Customer is aware that shipments by UPS are automatically insured for \$100.00 per box and that any additional insurance must be requested and paid for by the Customer.
- The Customer is aware that shipments by USPS are not automatically insured for any amount and that insurance must be requested and paid for by the Customer.

### **LOST OR DAMAGED SHIPMENTS:**

- Vitalabs, Inc. agrees to ship by the method and to the address(s) specified by the Customer and Vitalabs, Inc. agrees to be responsible for any loss or damage resulting by the failure of Vitalabs, Inc. to follow these specifications. The Customer must specify in writing the method of shipping for each order.
- While Vitalabs, Inc. will assist the Customer in tracing and filing claims for any lost or damaged orders through no fault of Vitalabs, Inc., the Customer agrees to accept responsibility for any loss or damage resulting from an error on the behalf of the Customer or the failure of UPS or USPS to properly deliver the order.
- Vitalabs, Inc. agrees to replace at no charge, or credit the Customer for the cost (Cost is defined by the price charged to the Customer by Vitalabs, Inc.) of any product and related Fulfillment Fees for any defective product provided by Vitalabs, Inc. to the Customer.
- Defective product will be defined as any item which is improperly packaged, labeled or manufactured.

### **UNDELIVERABLE, REFUSED OR RETURNED SHIPMENTS:**

- The Customer is responsible for all undeliverable, refused or returned shipments unless the reason for such falls under the responsibility of Vitalabs, Inc. as described in the preceding section.

### **FULFILLMENT FEE DEPOSIT:**

- A deposit must be made towards the Fulfillment Fees based on the projected volume and will be applied against orders as they are shipped. The Customer will be notified by email when the deposit is diminished to a predetermined amount at which time the Customer will have the option to replenish the deposit required. The deposit may have to be adjusted as the Customer's volume changes, up or down, as agreed to by the Customer and Vitalabs, Inc.



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### TERMINATION OF SERVICES:

- The Customer or Vitalabs may terminate the Fulfillment service at any time, but the Customer agrees to pay for any outstanding Fulfillment Fees owed to Vitalabs, Inc.
- The Customer's Fulfillment deposit will be refunded immediately to the Customer by Vitalabs, Inc. upon the Customer's termination of the Fulfillment services by Vitalabs, Inc. provided there are no outstanding Fulfillment Fees owed by the Customer. In the event that outstanding fees exist, the Customer agrees that remaining deposit may be applied to these fees and that any amount in excess of the deposit will be paid immediately by the Customer.
- Upon termination of the Fulfillment service by either party, all remaining inventory belonging to the Customer will be made available to the Customer by Vitalabs, Inc. provided that all of the other conditions of this agreement have been met by the Customer.
- Standard terms for shipping charges apply.

*If you have read, understand and agree to the terms and conditions as stated within this agreement, please complete and sign within the following section:*

### CUSTOMER INFORMATION

Company Name: \_\_\_\_\_ Acct #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

X \_\_\_\_\_  
Customer Signature Date