

TERMS AND CONDITIONS OF SALE

For good and valuable consideration, including the Purchase Price and the mutual covenants set forth herein, the Agreement entered into by and between Buyer and BoneKare USA, Inc. (hereinafter "Seller"), a Florida Profit Corporation, for the purchase and sale of BoneKare (occasionally referred to herein as "the Product"), is governed by the following terms and conditions:

1. Purchase Price; Payment Terms. Buyer agrees to pay Seller in U.S. funds (plus applicable sales tax, if any) in consideration of the Product at the prices appearing on the "Order Summary" at the time of Buyer's order placement. Time is of the essence for payment of any sums due. The Purchase Price is **NON REFUNDABLE unless the Product is returned to Seller in its original container, unopened and undamaged.** After purchase, opened Product or Product in damaged containers is not subject to refund or exchange.
2. Returns; Limited Right Of Return and Refund. Seller will accept return and issue refund of purchase price and shipping costs for BoneKare Buckets that are returned by Buyer in the same condition as when shipped by Seller, unopened and undamaged. Buyer must contact Seller by e-mail at contact@bonekareusa.com within 10 days of receipt of product to request a pre-paid shipping label, which must then be used to return product to Seller. Buyer must deliver product, with shipping label provided by Seller, to shipper within two business days of receiving label from Seller. Any deviation from these timelines shall extinguish the right to a refund. Refunds will issue within 30 days of receipt of return by Seller.
3. Buyer's Representations and Warranties; Limitations of Liability. Buyer agrees as follows:
 - (a) Buyer agrees to feed the Product in accordance with the Seller's written instructions and assumes all risks of failing to comply therewith.
 - (b) Upon taking delivery, Buyer assumes all responsibility for the condition of the Product and shall bear all risk of loss or damage to the Product and agrees to indemnify, release and hold harmless Seller, its Officers, Directors, Shareholders, employees, agents, representatives and assigns for any and all damages associated therewith.
 - (c) Buyer agrees to release and hold harmless Seller from any and all liability and/or responsibility for any condition or deficits of the Product that may be discovered or arise after Buyer takes delivery of the Product.
 - (d) **Buyer agrees to indemnify, release and hold harmless Seller, its Officers, Directors, Shareholders, employees, agents, representatives and assigns from any loss, claim, suit or judgment resulting from any injury, death, loss or damage sustained or claimed by Buyer or Buyer's personal representative(s), and from any other loss, claim, suit or judgment resulting from Buyer's order submission, purchase, acceptance and/or use of the Product, and further to indemnify Seller, its agents, successors, heirs and assigns from any and all costs of defending such claims, including attorneys' fees.**
 - (e) Buyer agrees to assume all risk associated with use of the internet and Seller's online store/online shopping portal, including but not limited to the risk of security breaches, disclosure or mishandling of Buyer's personal information.
4. Seller's Warranties and Disclaimers. Seller makes the following warranties and disclaimers, and Buyer acknowledges and agrees to each one:
 - (a) Seller **MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT. THIS PRODUCT IS SOLD "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**
 - (b) Neither Seller's website nor the Product, nor advertising material associated with the Product, have been evaluated by the Food & Drug Administration. The Product is not intended to diagnose, treat, cure or prevent any disease.
 - (c) Product sale subject to availability. Prices may change from time to time, but Seller will not increase the price of Buyer's order after Buyer's order has been placed.

- (d) Sale of product may be discontinued at any time
 - (e) Seller will issue refunds for orders that cannot be fulfilled within 45 days of placement
 - (f) Seller neither accesses nor retains personal payment information provided by Buyer during order placement through Seller's online store/online shopping portal; payment is processed by an independent provider and Seller makes no warranties with respect to that independent provider's handling, use or maintenance of Buyer's personal information.
5. Privacy. Seller warrants that it will not sell or rent any personal contact information provided to Seller by Buyer to third party marketers.
 6. Copyright and Trademark. Seller retains all available copyright and trademark protections available to its website, marketing materials, company name, product names, service marks, trademarks, logos and trade dress.
 7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings (either oral or written) between the parties shall be void unless contained in this document. Modifications to this Agreement will only be valid if in writing and signed by both parties.
 8. Choice of Law; Non-litigation; Binding Arbitration. This Agreement shall be construed in accordance with, and shall be governed by, the substantive laws of the Commonwealth of Virginia, disregarding conflict of law principles. The parties hereto agree that any controversy or disagreement arising out of this Agreement shall be first addressed informally between them, if possible. If informal resolution is not possible, then the parties agree that any remaining controversies shall be referred to an arbitrator, whose decision shall be final and binding upon the parties. The arbitrator shall be selected from the staff of *The McCammon Group*, by that company in accordance with its standard policies at the time of the referral. The arbitration shall take place in Albemarle County, Virginia, unless the parties agree to another location. The parties agree to share, equally, any charges that must be advanced to that company in order to effectuate the arbitration. However, the arbitrator shall, at the time of the conclusion of the matter, determine how the cost of the arbitration will be allocated between the parties.
 9. Jurisdiction; Venue; Attorney's Fees. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall be construed and governed in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any action between the parties hereto, including but not limited to an action to enforce an arbitration award, shall be in a state court of competent jurisdiction in Albemarle County, Virginia. In the event of any dispute between the parties to this Agreement, it is expressly agreed that the Buyer shall be liable to Seller for all expenses and related costs, including attorneys' fees, incurred by Seller in connection with responding to or resolving any dispute or litigation between the parties.
 10. Severability and Headings. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of the Agreement, which shall survive intact. The headings used herein are for convenience only and are not intended to be substantive terms hereof.