



Terms of Sales and Services

1. Sale and Purchase of Goods

LIFESTYLE MATTERS ("Seller") hereby agrees to sell, and _____ ("Buyer") hereby agrees to purchase, material of the description and quantity described on the checkout window ("Checkout") and incorporated herein by reference ("Material") on the terms and conditions set forth in this Agreement.

2. Purchase Price and Payment Terms

Buyer agrees to pay the Purchase Price of the Material as posted on this Seller's website attached hereto below. The total amount of the Purchase Price shall be payable in full by Buyer according to the payment due date stated at Checkout.

3. Use License

A. Permission is granted by Buyer to Seller to temporarily download one (1) copy of the Material (information or software) on Seller's web site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license Buyer may not:

- a. Modify or copy the Material;
- b. Use the Material for any commercial purpose, or for any public display (commercial or non-commercial);
- c. Attempt to decompile or reverse engineer any software contained on Seller's web site;
- d. Remove any copyright or other proprietary notation from the Material; or
- e. Transfer the Material to another person or "mirror" the Material on any other server.

B. This license automatically terminates if Buyer violates any of these restrictions, and it may be terminated by Seller at any time. Upon terminating Buyer's viewing of the Material or upon the termination of this license, Buyer must remove and destroy any downloaded Material in Buyer's possession whether in electronic or print format.

4. Links

Seller has not reviewed all of the web sites linked to its web site, and is not responsible for the contents of any such linked sites. The inclusion of any link does not imply endorsement by Seller of the site. Use of any such linked sites is at the Buyer's own risk.

5. Delivery of Shipped Material

Unless otherwise agreed in writing, delivery of purchased pre-produced Material shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Seller, Goods shall be packaged according to Seller's standards and practices.

6. Return Policy

Returned Items:

To return an item, call Seller for a return authorization number at 1-866-624-LIFE. Buyer's invoice number and/or Purchase Order number must be available. **Returns will be subject to a 10% restocking fee.** Buyer's request will be processed within five (5) business days.

Authorization to return a shipped item, must be obtained from Seller within ninety (90) days from the date of Buyer's reception of the shipped item. Such items must be returned within ten (10) business days from the date of authorization to receive full credit, less the restocking fee. Beyond ten (10) business days, Seller reserves the right to refuse the return. Shipping costs to returned items are at customer's expense, except when merchandise is sent in error or arrives at the destination in a damaged condition.

Send Returns To:

Attn: Returns

Lifestyle Matters

P O Box 24187

Lansing, MI 48909

The merchandise must be returned in saleable condition. Case lots or bundle packs must be returned unopened. Seller reserves the right to adjust the credit amount if the item is poorly packed and is bruised in transit. *Seller highly encourages Buyer* to send Buyer's return via UPS or FedEx/DHL (with applicable insurance). Seller is not obligated to issue a refund for return shipments that do not arrive at its facility.

A refund will be posted to Buyer's credit card or a refund check will be sent to Buyer within five (5) business days after processing Buyer's authorized return. Buyer's credit card controls the amount of time it takes to make those funds actually available to Buyer. Please contact Buyer's credit card company if Buyer has questions.

If something is missing or defective:

Call Seller at 1-866-624-LIFE. Buyer's invoice number and/or Purchase Order number should be included. Seller will ship the replacement items at its expense.

If something is damaged in transit:

If the shipment was delivered by UPS/FedEx/DHL, contact the carrier for instructions. Keep all packing and boxes as delivered. Call 1-866-624-LIFE or email support@lifestylematters.com to notify Seller of

the damage. The shipper will notify Seller whether the damaged merchandise will be salvaged. If not, Seller will then ship a replacement to Buyer.

6. Revisions and Errata

The Material appearing on Seller's web site could include technical, typographical, or photographic errors. Seller does not warrant that any of the Material on its web site is accurate, complete, or current. Seller may make changes to the Material contained on its web site at any time without notice. Seller does not, however, make any commitment to update the Material.

7. Site Terms of Use Modifications

Seller may revise these terms of use for its web site at any time without notice. By using this web site Buyer is agreeing to be bound by the then current version of these Terms and Conditions of Use.

8. Disclaimer

A. The Material on Seller's web site is provided "as is". Seller makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Seller does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet Web Site or otherwise relating to such materials or on any sites linked to this site.

B. The Material and information provided by Seller is not intended nor should it replace personal healthcare provided by Buyer's physician and other healthcare professionals.

9. Limitations

In no event shall Seller or its suppliers be liable for any damages (including, without legal limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the Material on Seller's Internet web site, even if Seller or its representative has been notified orally or in writing of the possibility of such damage.

10. Disclaimer of Warranty/Limitation of Liability

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied.

SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "SELLER AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF

SELLER OR ANY OF THE SELLER AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

IN NO EVENT SHALL SELLER OR ANY SELLER AFFILIATE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER.

SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NONE OF SELLER OR ANY SELLER AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

11. Force Majeure

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Material in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Material or the manufacturing facility for the Material, the lack of or inability to obtain raw Material, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Material. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

12. Privacy Policy

Buyer's privacy is very important to it. Accordingly, Seller have developed this Policy in order for Buyer to understand how Seller collects, uses, communicates and discloses and makes use of personal information. The following outlines Seller's privacy policy.

§ Before or at the time of collecting personal information, Seller will identify the purposes for which information is being collected.

§ Seller will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless Seller obtain the consent of the individual concerned or as required by law.

§ Seller will only retain personal information as long a necessary for the fulfillment of those purposes.

§ Seller will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

§ Personal data should be relevant to the purposes for which it is to be used, and to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

§ Seller will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

§ Seller will make readily available to customers, information about its policies and practices relating to the management of personal information.

Seller is committed to conducting its business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained

13. Governing Law

Any claim relating to Seller's web site shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions.

14. Terms

Buyer agrees to be bound by these Terms of Sales and Service, all applicable laws and regulations, and agree that Buyer is responsible for compliance with any applicable local laws. If not in agreement with any of these terms, Buyer is prohibited from using or accessing this site. The Material contained in this web site is protected by applicable copyright and trademark law.

_____ I accept the terms contained in this agreement.

_____ I do not accept the terms contained in this agreement.
(Checking this responds nullifies and voids any potential rights and obligations, one party to the other under this Agreement.)

This AGREEMENT is dated effective upon receipt of product _____ .

SELLER:

BUYER:

Dated: _____

Dated: _____