

Product Supply Agreement

This product supply agreement is between EBM INTERNAL MEDICINE/VITA BCD PLUS, a(n) Florida corporation (the "**Supplier**") and _____, an individual (the "**Buyer**").

The Supplier is engaged in the business of Selling Vitamin Supplements..

The Supplier owns or controls the right to manufacture, market, distribute, and sell, and wishes to supply to the Buyer, and the Buyer wishes to purchase, the products set forth in **Exhibit A** (the "**Products**").

From time to time, the parties may enter into various agreements under which the Buyer will purchase and Supplier will furnish additional products, and the parties want to establish purchasing procedures and the terms governing these transactions.

The parties therefore agree as follows:

1. PURCHASE AND SUPPLY.

The Buyer shall buy exclusively from the Supplier the Products listed in **Exhibit A**. During each month of the Term, the Buyer shall buy a minimum of 100 Bottles/Jars. from the Supplier (the "**Minimum Quantities**") and the Buyer shall not acquire any Product or similar product from any third party.

2.

PURCHASE ORDERS.

(a) **Creation and Content.** From time to time, the Buyer shall provide written requests to the Supplier listing the goods it requires (each a "**Purchase Order**"). The Supplier is not required to supply Products until a specific Purchase Order is issued by the Buyer, and the Buyer is not obliged to buy Products from the Supplier until it submits a specific Purchase Order listing the Products it requires. The Purchase Order will contain, at a minimum: (i) product description; (ii) quantity; (iii) price; (iv) the Buyer's ship-to and bill-to addresses; (v) requested delivery date; and (vi) an indication of whether the Product is subject to sales tax.

(b) Cancellation and Amendment. The Buyer may cancel or amend, in whole or in part, any Purchase Order submitted to the Supplier by providing 00 days' notice to the Supplier of that cancellation or amendment.

(c) Types of Orders. The Buyer may issue two types of Purchase Orders.

(i) Discrete Purchase Orders. A discrete Purchase Order is an order for a discrete amount of Product to be delivered on a specific delivery date. Discrete Purchase Orders are firm commitments by the Buyer, but may be cancelled or rescheduled as provided in this agreement.

(ii) Blanket Purchase Orders. A blanket Purchase Order is an order for an amount of Product to be determined in the future and to be delivered over a period of time. The Buyer uses blanket Purchase Orders as an administrative convenience to track orders and to give the Supplier a reference number for invoicing. Blanket Purchase Orders are treated as forecasts only and are nonbinding on the Buyer.

(d) Timing. Unless otherwise specified in the Purchase Order, the Supplier shall deliver the Products within 00 days of its receipt of a Purchase Order.

(e) This Agreement Controls. If the terms of this agreement contradict the terms of any Purchase Order or order acceptance, the terms of this agreement will control. No boilerplate terms in either party's order-tracking documents will apply.

3. INSPECTION AND ACCEPTANCE.

The Buyer shall inspect each delivery of Products received from the Supplier, and notify the Supplier of any defects within 24 hours after the delivery time. If the Buyer fails to notify the Supplier of any defects within this period, the shipment of Products will be deemed accepted. The Buyer shall allow the Supplier to inspect any Products alleged defective at the Buyer's business site. At the request of the Supplier, the Buyer shall ship to the Supplier, at the Supplier's cost, any Products that the Buyer believes are defective. The Supplier shall replace all defective Products rejected by the Buyer or, at the Supplier's option, reimburse the Buyer for the full purchase price of those Products, including any related shipping costs and taxes.

4. MINIMUM QUANTITIES.

(a) Failure to Purchase. If, without excuse either by law or under this agreement, the Buyer fails to purchase the Minimum Quantities from the Supplier and the Supplier is ready, willing, and able to tender the Product in the appropriate amounts, the Buyer shall pay the Supplier a sum of \$1000 as liquidated damages, within 1 days of the end of the period described in section 1 above.

(b) Failure to Supply. If, without excuse either by law or under this agreement, the Supplier fails to supply the Buyer with the Minimum Quantities, and the Buyer is ready, willing, and able to buy the Product in the appropriate amounts, the Supplier shall pay the Buyer a sum of \$0 as liquidated damages, within 0 days of the end of the period described described in section 1 above.

5. EXCEPTIONS TO PURCHASE REQUIREMENTS.

(a) Exceptions. The Buyer shall not be required to purchase Products from the Supplier if:

- (i) the Buyer must acquire Products on a temporary or emergency basis;
- (ii) a customer of the Buyer expresses a preference for products supplied by a supplier other than the Supplier; or
- (iii) the Supplier is unable or unwilling to supply the Buyer with Products in required quantities, or that meet the quality, delivery, or other requirements of this agreement or of the Buyer's customers (as determined by the Buyer in good faith).

(b) Remedies. If any of these events occurs, the Buyer may manufacture or buy Products from affiliates or other suppliers. Products purchased by the Buyer from these alternate suppliers will count towards the Minimum Quantities required under this agreement.

6. WARRANTY AND LIMITATION OF REMEDIES; DISCLAIMER.

(a) The Supplier warrants that the Products supplied shall be free from defects in material and manufacture and conform to specifications set forth in any Purchase Order at the time of shipment. If any Product fails to conform to these specifications or any defect in material or manufacture appears within 1

months from the date of shipment, the Supplier's entire liability, and the Buyer's exclusive remedy, shall be, at the Buyer's option, either to repair or replace that defective Product within a reasonable time after written notification and return of the defective Product after the repair or replacement to the Buyer.

(b) THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

7. DELIVERY OF PRODUCTS / SHIPPING.

The Supplier shall deliver the Products to a location designated by the Buyer (the "**Delivery Point**"). The Supplier assumes responsibility for the Products, and all risk of damage, loss, or delay of the Products, until the Products are delivered at the Delivery Point. Once the Products are at the Delivery Point, the Buyer assumes all responsibility for and risk of damage to those Products.

8. PRICING.

The Supplier shall supply the Products to the Buyer at the prices specified in the price list in **Exhibit A**. The price of each Product includes packaging costs, all applicable taxes, customs duties, export duties, or similar tariffs or fees that the Supplier may be required to pay or collect in connection with the performance of its obligations under, or in furtherance of, this agreement. The Buyer will not be charged for insurance or storage of the Products.

9. PAYMENT TERMS.

The Supplier shall send invoices to the Buyer, and the Buyer shall remit payments to the Supplier, at the addresses listed in this agreement. The Buyer shall remit those payments within 5 days of its receipt of the Supplier's invoice. Title in and to the Products shall pass from the Supplier to the Buyer on the Buyer's payment to the Supplier of all fees relating to those Products.

10. INTELLECTUAL PROPERTY.

The Buyer will use the Supplier's trademarks or trade names both on the Products and in advertising for the Products. The Supplier will cooperate with the Buyer's marketing, advertising, and packaging personnel to coordinate use of the Supplier's trademarks or trade names, and any other text that mentions the Supplier. The Buyer is not entitled, either by implication or otherwise, to any interest in any trademark, trade name, logo, design, or copyright developed by the Supplier in connection with the Products.

11. CONFIDENTIALITY.

Except as may be required in the marketing of the Products or with the Supplier's prior written consent, the Buyer may not, either directly or indirectly, use or disclose to any person, firm, corporation, or other entity any of the Supplier's confidential information, which may include records, customer lists, data, formula, documents, drawings, inventions, methods, or processes. Information about the Products that is revealed during the Term is confidential and shall be protected from disclosure.

12. TERM AND TERMINATION.

(a) Term. This agreement will become effective as described in section 25 and continue for an initial term of 1 year(s) (the "**Term**"). Unless either party gives written notice to the other at least 90 days before the end of the Term, this agreement will renew automatically for an additional 1-year term. This automatic extension will continue to apply at the end of each extended period until the agreement is terminated.

(b) Termination. This agreement may be terminated by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach.

13. DEFAULT AND REMEDIES.

If either party terminates this agreement because of the other party's default, the nonbreaching party, in addition to all rights it has under this agreement, shall have the right to exercise all remedies available at law or in equity. All rights and remedies are cumulative, and the election of one remedy shall not preclude

another. Any termination will be without prejudice to accrued rights. Specifically, a termination due to default of delivery or payment for the Products required under this agreement will not affect or terminate the rights and obligations of the parties that have accrued under this agreement before or after that default.

14. INDEMNIFICATION.

(a) Of the Buyer. The Supplier shall at all times indemnify the Buyer against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "**Loss**") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "**Litigation Expense**") arising out of:

- (i) any claim of breach of any express or implied warranty or negligence or strict liability, product liability, or similar theory in connection with the production, design, sale, or use of any of the Products purchased by the Buyer;
- (ii) any claims of patent or trademark infringement, or other violation of intellectual property rights, of third persons in connection with the production, design, sale, or use of any of the Products purchased by Buyer under this agreement or the use of the trademarks, trade names, logos, or other intellectual property pertaining to those; and
- (iii) all other claims and liabilities of every kind or character arising out of, or related to, the production, design, sale, or use of the Products purchased by the Buyer under this agreement, unless these claims or liabilities result solely from the Buyer's gross negligence or knowing violation of law.

(b) Of the Supplier. The Buyer shall at all times indemnify the Supplier against Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Buyer under this agreement.

15. FORCE MAJEURE.

A party will not be considered in breach of or in default because of, and will not be liable to the other

party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

(a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and

(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

16. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of Florida govern this note (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Duval, Florida.

(c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

17. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

18. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

19. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

20. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

21. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this note shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this note: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Supplier:

Vita BCD Plus

5851 timuquana rd 304

Jacksonville, Florida 32210

ebm@puissanceinter.com

If to the Buyer:

_____, Florida 32210

_____@_____.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

22. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

23. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement

may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

24. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

25. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

26. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this bill of sale on the date stated opposite that party's signature.

Date: _____ By: _____

Name: _____

Title: _____

Date: _____ By: _____

Name: _____

EXHIBIT A
PRODUCT AND PRICING LIST

PRODUCT NAME	PRICE
1. Vita BCD Plus	\$10.00
2. Vita BCD Plus	\$20.00