

STANDARD TERMS AND CONDITIONS

APPLYING TO ALL CONSUMER SALES

These standard terms and conditions apply to all sales by Mountain Rose, Inc., dba Mountain Rose Herbs (“**Seller**”) of products for family, household or personal use ordered through Seller’s online store or by calling customer service. For these terms and conditions, the “**Buyer**” is the individual who places or attempts to place an order with Seller. Seller reserves the right to revise these standard terms and conditions at any time without prior notice to Buyer. Buyer agrees that the standard terms and conditions in effect on the date an order is placed will govern the sale. Buyer may not amend or supplement these terms and conditions under any circumstances. Without limitation to the generality of the foregoing, any document or communication made by Buyer which purports to amend or supplement these terms and conditions is null and void and is of no effect. A current version of these standard terms and conditions can be accessed at <https://mountainroseherbs.com/content/pdf/mountain-rose-retail-terms.pdf> . These terms and conditions apply regardless of the method by which the Buyer purchases goods from Seller.

1. **Prices.** All prices are subject to change at any time without notice. Prices and quotes do not include sales, use, excise, value added, or other taxes. Where applicable, Buyer will pay all such taxes. Discount codes do not apply to sales items or clearance products, and cannot be used in combination with another coupon or discount offer. While Seller does not offer double discounts, Seller will honor the highest discount applicable. A coupon code or sales price is not valid after the coupon or sale has expired or ended.

2. **Payment.** Payment in full, without any offset, contingency, or hold-back, is due at the time the purchase is completed. Payment will be accepted via credit card or PayPal only.

3. **Orders, Order Changes and Cancellations.** An order placed by Buyer is not binding on Seller unless and until Seller accepts such order. After any such acceptance, these terms and conditions will apply to the underlying order. Changes to an order, including the product, size, or quantity ordered, is not possible without cancelling the original order and replacing it. There are no guarantees that a request for cancellation of an order is possible once an order has been accepted by Seller. Buyer must contact a customer service representative of Seller during Seller’s business hours to determine if a change or cancellation is possible.

4. **Address Changes.** Requests to change the shipping address after the order has been placed will not be accepted without cancelling the original order and replacing it with an order that provides the accurate shipping address. If the order has shipped out already, re-routing the package may be possible but is not guaranteed. Buyer must contact a customer service representative of Seller to determine if cancelling an order or re-routing the package is possible.

5. **Delivery.** Unless otherwise agreed in writing by Seller, all sales are made from Seller’s facility to the nearest delivery point designated by Buyer within the continental United States. Seller will arrange for and prepay shipment of the products consistent with any specific delivery option selected by Buyer, and Buyer will pay all shipping and handling as specified during the ordering process. Buyer is responsible for all aspects of unloading and storing of all product upon delivery. Any shipping or delivery dates given by Seller are approximate, are provided only

for the convenience of Buyer; and are conditioned upon the prompt provision of all necessary information by Buyer, prompt payment by Buyer, the ready availability of raw materials, normal labor relations, and customary times for manufacture. Seller shall not be liable for any delay in delivery of any kind, regardless of the cause or extent. All sales are contingent on the ability of Seller and its suppliers and/or manufacturers to secure associated products and raw materials. In the event Seller does not have sufficient products to satisfy its obligations to its customers, Seller may allocate its available supply of products among its customers on such basis as Seller determines, in Seller's sole discretion, and, in such event, Seller may delay or cancel some or all of Buyer's order and Seller shall not be liable to Buyer for failure to deliver all or any part of the product.

6. **International Orders.** Seller does not ship products to addresses outside the continental United States. Seller will instead ship products to a designated port within the continental United States and Buyer must then itself arrange for shipment of the underlying products to the ultimate destination. Buyer is solely responsible for export clearance and for payment of any duties, customs broker fees and other related fees, charges or costs. Buyer is solely responsible for ensuring that the import of products in any jurisdiction outside the United States is permitted under the laws of such jurisdiction. Seller assumes no responsibility in regard to any export of products from the United States and any such export from the United States (and import into another country) is at Buyer's sole risk regardless of the fact that Seller may provide assistance to Buyer in regard to the foregoing and regardless of the fact that Seller may otherwise facilitate the foregoing.

7. **Title and Risk of Loss.** Title and risk of loss for product passes to Buyer upon the earlier of Seller's delivery to Buyer or upon receipt by the first carrier or courier for transport to Buyer.

8. **Product Issues.** Failure to notify Seller of any problems with the product within thirty (30) days of Buyer's receipt of the product shall constitute acceptance by Buyer of the product.

9. **30 Day Return Policy.** Subject to the requirements of this paragraph, products may be returned for any or no reason by Buyer within thirty (30) days of the date received by Buyer, or such later time as may be authorized by Seller, for a full or partial refund of the price paid to Seller. Returned product must be in the same condition and same packaging as when received. In addition, essential oils, bitters, and herbal extracts in 8 oz (approx. 225 g) or larger size containers are only eligible for refunds if they are unopened and the tamper evident safety seal is unbroken. Buyer must contact a customer service representative of Seller before returning a product. Buyer is responsible for the cost of shipping returns, unless otherwise agreed to by Seller. Buyer agrees to comply with all health and safety laws, rules, and regulations that apply to Seller under state or federal law or under the terms of this agreement when returning products, including any time during which the products are held by Buyer pending return. If Buyer is returning Products from outside the United States, Buyer is solely responsible for clearance of returned Products through United States customs and for any duties, fees, costs and charges that may arise in conjunction with same. Seller may set off from any refund payable on a product return any amounts required to be paid for Seller to take possession of the returned products.

10. **NO WARRANTIES. THERE ARE NO WARRANTIES REGARDING THE PRODUCTS, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, AVAILABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. SELLER FURTHER DISCLAIMS ANY WARRANTY REGARDING THE LEGALITY OF EXPORTING ANY PRODUCT FROM THE UNITED STATES OR IMPORTING ANY PRODUCT IN ANY JURISDICTION OR WHETHER THE PRODUCTS CAN BE OFFERED FOR SALE OR SOLD IN ANY JURISDICTION OUTSIDE THE UNITED STATES.** Buyer acknowledges that the Products are natural materials that vary in color, odor, texture and flavor within natural tolerances, and products received may not exactly match previous orders or lots of the product. Buyer also acknowledges that Buyer has not relied upon any oral or implied representation of any kind made by Seller or any agent of Seller in connection with any purchase made by Buyer. **SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.**

11. **Disputes; Laws.** The parties' relationships are controlled by, and all agreements are to be interpreted and enforced in accordance with, only the laws of the State of Oregon, excluding any provisions regarding conflict of laws. Venue for any legal proceeding relating in any way to Seller or any sales made by Seller to Buyer shall exclusively be in Lane County, Oregon. Buyer consents to jurisdiction of the courts located in Lane County, Oregon, and waives any objection that such courts are an inconvenient forum. The parties will equally share the cost of court or arbitration except each party will bear their own attorney fees. Neither party may bring a suit or arbitration against the other party more than two years after the cause of action has accrued.

12. **ARBITRATION IS REQUIRED.** Buyer agrees that any dispute regarding any product purchased from Seller will be resolved exclusively through confidential, binding arbitration conducted by the Arbitration Service of Portland, Inc., pursuant to their consumer disputes resolution process and rules. The parties agree that any dispute, proceedings and results of the arbitration will be confidential and will not be disclosed to third parties, except as required by law or to comply with legal obligations. Arbitration is not required if Seller decides to seek an equitable remedy from a court, including without limitation an injunction or temporary restraining order. This arbitration clause is governed by the Federal Arbitration Act and not any state arbitration acts.

13. **CLASS ACTION AND JURY WAIVER.** In any suit or arbitration, the judge or arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **BUYER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

14. **General.** Seller shall not be liable for any loss, damage, or delay of any kind arising out of Seller's failure to perform of any kind to the extent caused by unavailability of materials, transportation delays, equipment failure or downtime or any other circumstances whatsoever beyond Seller's reasonable control. If any of the provisions contained herein are deemed illegal or unenforceable, such determination shall not affect the validity of the remaining terms and

conditions, which will continue in force and effect to the fullest extent permitted under applicable law. No waiver of any right arising out of a breach of any term or condition of these Standard Terms shall be a waiver of any right arising out of any other subsequent breach of the same or any other terms or condition or a waiver of the covenant, term, or condition itself.