



## Commercial Invoice (continuation)

Shipment Number: 4481326617		Date:							
Seller:			Intermediate Consignee:			Ultimate Consignee:			
Customer Material	SKU	DESCRIPTION	HS	Country of Origin	Quantity Shipped	UOM	Net Weight/	Unit Price (USD)	Total Price (USD)
	1112024	ON 100% WGS GF VAN ICE CREAM 10LB	210610	US	180	EA	816.466 Kg	95.44	17,179.20
	1111999	ON 100% WGS GF EXTREME MILK CHOC 10LB	180690	US	36	EA	163.293 Kg	95.44	3,435.84
	1112784	ON SUPERIOR AMINO 2222 150CT AQS	210690	US	144	EA	68.112 Kg	11.04	1,589.76
	1112785	ON SUPERIOR AMINO 2222 300CT AQS	210690	US	84	EA	79.464 Kg	15.93	1,338.12
	1043768	ON AMINO ENERGY ORANGE 1.29LB	210690	US	36	EA	21.065 Kg	26.98	971.28
	1043712	ON AMINO ENERGY CONCORD GRAPE 1.29LB	210690	US	60	EA	35.108 Kg	26.98	1,618.80
	1122284	ON AMINO ENERGY FRUIT FUSION 270G	210690	US	240	EA	64.800 Kg	12.19	2,925.60
	1132800	ON AMINO ENERGY BLUE RASBERRY 270G	210690	US	240	EA	64.800 Kg	12.19	2,925.60
	1122253	ON AMINO ENERGY CONCORD GRAPE 270G	210690	US	378	EA	102.060 Kg	12.19	4,607.82
	1122222	ON AMINO ENERGY WATERMELON 270G	210690	US	120	EA	32.400 Kg	12.19	1,462.80
	1122232	ON AMINO ENERGY GREEN APPLE 270G	210690	US	144	EA	38.880 Kg	12.19	1,755.36
	1122242	ON AMINO ENERGY BLUEBERRY MOJITO 270G	210690	US	180	EA	48.600 Kg	12.19	2,194.20
	1031735	ON BCAA 1000 200 CAPS	210690	US	120	EA	17.040 Kg	11.72	1,406.40
	1153060	ON CREATINE UNFLAVORED 300G	292529	CN	1800	EA	540.000 Kg	9.00	16,200.00
	1031803	ON GLUTAMINE POWDER 300G	292419	US	156	EA	46.800 Kg	14.53	2,266.68
	1031801	ON GLUTAMINE POWDER 1000G	292419	US	48	EA	48.000 Kg	30.82	1,479.36
	1047897	BSN AMINO X FRUIT PUNCH 435G	210690	US	240	EA	104.400 Kg	14.60	3,504.00
	1047396	BSN AMINO X GRAPE 435G	210690	US	180	EA	78.300 Kg	14.60	2,628.00
	1047896	BSN AMINO X BLUE RASPBERRY 435G	210690	US	120	EA	52.200 Kg	14.60	1,752.00
	1113520	BSN CREATINE GF UNFLAVORED 309G	292529	CN	1578	EA	487.602 Kg	9.00	14,202.00
	1096504	BSN AMIND X GREEN APPLE 435G	210690	US	60	EA	33.203 Kg	14.50	870.00
	1096503	BSN AMINO X GREEN APPLE 1.01KG	210690	US	180	EA	200.034 Kg	26.87	4,836.60
	1096465	BSN AMINO X WATERMELON 1.01KG	210690	US	180	EA	200.035 Kg	26.87	4,836.60
	1096586	BSN AMINO X TRDPICAL PINEAPPLE 1.01KG	210690	US	180	EA	200.034 Kg	26.87	4,836.60
	1096580	BSN AMINO X UNFLAVDRED 1.01 KG	210690	US	144	EA	160.027 Kg	26.87	3,869.28
	1115201	BSN SYNTHA 6 VAN ICE CREAM 10.05LB	210610	US	120	EA	547.032 Kg	72.61	8,713.20
	1115127	BSN SYNTHA 6 CHOC MILKSHAKE 10.05LB	180690	US	60	EA	273.516 Kg	72.61	4,356.60
	1115121	BSN SYNTHA 6 VAN ICE CREAM 2.91LB	210610	US	120	EA	158.394 Kg	21.96	2,635.20

EXW/FCA Value:	249,502.74
International Freight:	3,525.00
Total Invoice Value (USD)	253,027.74

## Commercial Invoice (continuation)

Customer Material		SKU	DESCRIPTION	HS	Country of Origin	Quantity Shipped	UOM	Net Weight/	Unit Price (USD)	Total Price (USD)
		1115915	BSN SYNTHA 6 STRAWBERRY 2.91LB	210610	US	240	EA	316.789 Kg	21.96	5,270.40
		1115125	BSN SYNTHA 6 CHOC MILKSHAKE 2.91LB	180690	US	120	EA	158.394 Kg	21.96	2,635.20
		1116144	BSN SYNTHA 6 COOKIES & CREAM 2.91LB I	180690	US	360	EA	475.183 Kg	21.96	7,905.60
		1115122	BSN SYNTHA 6 VAN ICE CREAM 5LB	210610	US	72	EA	163.293 Kg	41.10	2,959.20
		1115843	BSN SYNTHA 6 STRAWBERRY 5LB	210610	US	24	EA	54.431 Kg	41.10	986.40
		1115126	BSN SYNTHA 6 CHOC MILKSHAKE 5LB	180690	US	72	EA	163.293 Kg	41.10	2,959.20
		1047947	BSN SYNTHA 6 ISOLATE CHOCOLATE 4.02LB	180690	US	60	EA	109.406 Kg	45.87	2,752.20
		1142154	BSN SYNTHA 6 PUMPKN P. 10.05LB	210690	US	60	EA	278.959 Kg	38.55	2,313.00
		1158130	ON 100% WGS GF DBL RICH CHOCOLATE 2LB	180690	US	240	EA	215.547 Kg	22.50	5,400.00
		1158131	ON 100% WGS GF DBL RICH CHOCOLATE 5LB	180690	US	120	EA	274.877 Kg	49.90	5,988.00
		1158132	DN 100% WGS GF DBL RICH CHOC 10 LB	180690	US	60	EA	277.054 Kg	95.44	5,726.40
		1153043	WDMEN'S HSN 120CAPS	210690	US	360	EA	45.360 Kg	12.56	4,521.60
		1153042	WDMEN'S HSN 60CAPS	210690	US	840	EA	52.920 Kg	7.99	6,711.60

EXW/FCA Value:	249,502.74
International Freight:	3,525.00
<b>Total Invoice Value (USD)</b>	<b>253,027.74</b>

## INVOICE TERMS AND CONDITIONS

These Invoice Terms and Conditions ("T&Cs") govern the sale of the goods identified on the face hereof (collectively, the "Product[s]"), by Seller to Buyer. Buyer and Seller may be referenced hereinafter individually as a "Party" and collectively as "Parties."

**1. GENERAL.** Unless otherwise mutually agreed upon in writing between the Parties, these T&Cs constitute the complete, exclusive, and final agreement between Buyer and Seller regarding the sale of the Product, and they supersede all negotiations or agreements of the Parties, whether written or oral, made either prior to or contemporaneous with these T&Cs. These T&Cs cannot be modified or amended except by a written agreement executed by the Parties. Any additional or different terms provided by Buyer in purchase orders or other documents shall not be binding.

**2. PRICE AND PAYMENT TERMS.** Unless otherwise specified and agreed by the Parties in writing, payment terms are thirty (30) days net from the date of invoice. For any balance that remains due and owing on any invoice after thirty (30) days, Buyer shall pay interest to Seller at a rate of eighteen percent (18%) per year or the highest rate allowed by law, whichever is greater. All prices and specifications are subject to change at Seller's sole discretion. Buyer shall pay to Seller a service charge for all payments returned for insufficient funds or stopped payment.

**3. TRANSPORTATION; TITLE.** Unless otherwise agreed to in a signed, written agreement between the Parties, all Products shall be shipped F.O.B. origin, freight prepaid and add. Seller will select the method of transportation and carrier. All freight costs shall be borne by, and invoiced to, Buyer. Title and risk of loss shall pass to Buyer upon delivery to carrier. Seller shall retain a first priority security interest in and a lien upon all Products until receipt of payment by Seller from Buyer of all amounts owed with respect to the Products.

**4. PRODUCT CLAIMS; PRODUCT RETURNS.** All claims by Buyer for alleged damage, defect, discrepancy or non-conformity in Products (collectively, the "Non-Conforming Product[s]") must be received by Seller in writing within seventy-two (72) hours of delivery of the Non-Conforming Product to Buyer. All claims not made in writing and received by Seller within the time periods specified above shall be deemed waived. Without Seller's prior written consent, Buyer shall not: (i) allow any third party to inspect or take any other action with respect to the Non-Conforming Product; (ii) return the Non-Conforming Product to Seller; or (iii) take any deductions, credits, or set-offs in relation to any Non-Conforming Product against any amount otherwise due and owing to Seller. If the claim is approved by Seller, Seller will issue a return authorization to Buyer, and upon verification of the returned Non-Conforming Product, Seller will issue a credit memo to Buyer's account. Product which is discontinued or becomes out-of-date while in Buyer's possession shall not be returned or subject to credit, deductions or set-offs.

**5. WARRANTIES; LIMITATION OF LIABILITY; REMEDIES; DAMAGES.** Seller warrants to Buyer that: (a) the Product is of the quality set forth in Seller's published specifications, if any, or as may be otherwise stated in these T&Cs; (b) the title to the Product conveyed is good and free from any security interest, lien or encumbrance (other than in favor of Seller for the unpaid balance of all amounts due Seller from Buyer); and (c) the Product will be merchantable and not adulterated within the meaning of the United States Food, Drug and Cosmetic Act of 1994, as amended from time to time. Such warranties extend only to Buyer and do not apply to any Product subjected to misuse, mishandling, neglect, modification, expiration, storage in a manner inconsistent with labeling, or unusual physical stress after delivery to carrier. Buyer assumes all risks and liability, and Seller assumes no risk and no liability, with respect to: (a) Buyer's storage, handling, transportation, distribution, sale, promotion, and any other use of the Product; and (b) Buyer's compliance with all applicable federal, state and local laws, regulations, rules, guidelines, ordinances, and standards in all jurisdictions throughout the world where the Product may be sold. Buyer represents and warrants that its sale and marketing of the Products will comply with all laws, regulations, and Seller policies.

**EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY THAT THE PRODUCT IS NON-INFRINGEMENT, IS OF MERCHANTABILITY QUALITY, OR IS FIT FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE.**

**SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, THESE T&Cs OR ANY BREACH OF THESE T&Cs, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IF THE PRODUCT DOES NOT CONFORM TO THE WARRANTIES SET FORTH IN THIS SECTION, OR IF BUYER MAKES ANY OTHER CLAIM OF ANY SORT WHATSOEVER, INCLUDING THE CLAIMS SET FORTH ABOVE, AGAINST SELLER, BUYER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO REPLACEMENT OF THE PRODUCT OR, AT SELLER'S OPTION, REPAYMENT OF THE PURCHASE PRICE PAID BY BUYER.**

**6. LIMITATION OF ACTIONS.** Any action for Seller's breach of these T&Cs (including breach of warranties) must be commenced by Buyer within one year after the cause of action accrues, and no such action may be maintained which is not commenced within such period.

**7. INTELLECTUAL PROPERTY.** Seller's trademarks, trade names, service marks, and copyrighted materials (including all photographs) (collectively, "Seller's Intellectual Property") are the exclusive property of Seller. Buyer shall not reproduce, use or publish in any manner or in any medium, including, without limitation, brochures or other advertising materials, newspapers, wearing apparel, or internet websites, Seller's Intellectual Property without prior written permission from Seller, which Seller may grant or withhold in its sole discretion and which Seller may revoke at any time.

**8. INDEMNITY.** Buyer shall fully indemnify, defend, and hold Seller harmless from and against any and all claims, damages, costs, expenses (including, without limitation, court costs and attorneys' fees), suits, losses, or liabilities of any type, under any theory of liability or recovery, arising from or relating to, in whole or in part, Buyer's negligence or willful misconduct, strict liability, breach of warranty, breach of these T&Cs, or any other act or omission relating to Buyer's storage, handling, transportation, distribution, sale, promotion, or other use of the Product.

**9. CREDIT.** Seller may recover for each shipment hereunder as a separate transaction, without reference to any other shipment. If Buyer fails to pay any invoice in accordance with these T&Cs or is past due in payment of any other amount owing to Seller, Seller may, at its option (and without liability and without prejudice to any other remedies) defer further shipments until all payments owing to Seller by Buyer have been made, stop any Product in transit, and/or decline further performance of these T&Cs. If at any time, in the judgment of Seller, the financial responsibility of Buyer is impaired, Seller may change the terms of payment and may require advance payment as a condition of shipment.

**10. CONFIDENTIALITY.** Buyer shall treat all information furnished by Seller as confidential and shall not disclose such information to third parties without the prior written consent of Seller, except as required by law or to the extent such information: (a) was already in the rightful possession of Buyer before its receipt from Seller as evidenced by written records; (b) was generally available to the public or becomes publicly known other than as a result of the breach of this clause; (c) was received from a third party having no obligation to keep such information confidential; or (d) was independently developed by Buyer or its agent(s) as evidenced by written records. Buyer shall exercise the same care and safeguards with respect to Seller's confidential information as used to maintain the confidentiality of Buyer's own confidential information but in any event not less than a reasonable degree of care. In the event Buyer is required to disclose Seller's confidential information pursuant to the request of any governmental agency or any court of competent jurisdiction, Buyer shall limit disclosure to only the specific information required, use reasonable efforts to obtain confidential treatment with respect to any such information disclosed, and notify Seller within a reasonable amount of time before providing such information so that Seller may seek an appropriate protective order.

**11. FORCE MAJEURE.** Neither Party shall be liable for its failure to perform hereunder if due to any event beyond the reasonable control of the Party affected, including but not limited to acts of God, war, fire, bad weather, flood, accident, labor trouble or shortage, terrorism, civil disturbance, plant shutdown, equipment failure, voluntary or involuntary compliance with any applicable governmental regulation or order, or shortage or inability to obtain (on terms deemed reasonable by the Party affected) any raw material (including energy), equipment or transportation, which materially impairs such Party's ability to so perform. Any quantities not delivered or accepted because of any such event shall be eliminated from these T&Cs without liability. Seller shall not be obligated to deliver the Product from any location other than the production or shipping points designated herein and shall not be obligated to rebuild or repair any damage or destruction to such production or shipping points in order to fulfill these T&Cs. Seller shall also not be obligated to obtain any raw materials or Product from sources other than its usual sources. During any period when Seller is unable to supply the Product, whether caused by the circumstances above or otherwise, Seller may allocate any available Product among its customers, including its own subsidiaries, divisions and departments, on such basis as Seller deems fair and reasonable, and its failure, partial or otherwise, to make deliveries to Buyer shall not be a breach of these T&Cs.

**12. ASSIGNMENT.** These T&Cs and the rights and obligations of Buyer hereunder shall not be assignable by Buyer, either by act of Buyer or by operation of law, without the prior written consent of Seller, and shall not be deemed an asset of Buyer, and at the option of Seller shall terminate, in the event of the commencement of any case or proceeding in respect of Buyer under any bankruptcy, insolvency or similar law or any assignment for the benefit of creditors. Seller may assign these T&Cs in its sole discretion.

**13. GOVERNING LAW; VENUE.** The T&Cs, credit application and personal guarantee shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois without application of any conflicts of laws principles. Any dispute, controversy, or claim arising out of or relating to the sale of the Products, these T&Cs, the credit application or personal guarantee shall be submitted to the exclusive jurisdiction of the federal and state courts located in DuPage County in the State of Illinois. Each Party irrevocably consents, generally and unconditionally, to the personal jurisdiction of said courts and irrevocably waives any objection, including, without limitation, any objection to the laying of venue based on grounds of forum non conveniens, which it may now or hereafter have, to the bringing of any action or proceeding in such courts.

**14. BUYER'S BREACH.** If Buyer fails to perform any of these T&Cs, Seller may at its option defer shipments until the default is remedied and/or treat such default as a breach. In the event of a breach of these T&Cs by Buyer, Seller is entitled to recover from Buyer all costs incurred in connection with Seller's enforcement of these T&Cs, including but not limited to costs of collection, reasonable attorneys' fees, and any other costs incurred at any time until Buyer's full satisfaction of any judgment awarded in Seller's favor.

**15. NON-WAIVER.** Seller's waiver of its right to enforce any of these T&Cs at any time shall not in any way affect, limit or waive its right thereafter to enforce strict compliance with every term and condition hereof.

**16. SEVERABILITY.** If any provision of these T&Cs shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire T&Cs. The entire T&Cs shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each Party shall be construed and enforced accordingly.