

US NUTRITION

Remit To: NHS U.S., LLC
P.O. Box 843398
Dallas TX 75284-3398

Commercial Invoice No.9933800828

Customer	Order No	VAT No
6875433	78245174	
Date shipped		ETA

Xtreme S R L
AVENIDA LISTO VALOIS Y
CARRETERO DEL CHACO
Bill To: Ciudad Del Este
PY

Ship To/Consignee: 6898422
ARAGON LOGISTICS & INSPECTIONS LLC.
Tradewings USA Corp.
7206 NW 84th Avenue
Medley FL 33166 United States

Invoice Date: 04/17/2025
Terms: Net 60 Days
from date of invoice

Destination:
Credit Account: 6875433
Booking #:

Shipped Via/Vessel	IncoTerms	Customer's P.O. Number
	DDP -Delivered Duty Paid	Enero 2025-1-DDP

Item Code	H.S. Tariff No	Description	Size		
	Quantity	Gross Wt	Cubic FT	Price	Amount(USD)
IPEF-53643		SNDN Hydrolyzed Collagen 24x120 TAB XW			
12546259	2,304.000 EA	1,200.29LB	66.05FT3	6.52	15,022.08

Sub-Total	15,022.08
Freight Charge	191.87
Invoice total if paid by 06/16/2025	15,213.95

Line items:	1	Net weight	1,200.29	LB	= 544.44	KG
Units:	2,304	Gross weight	1,326.29	LB	= 601.60	KG
		Cube (FT³/M³)	66.05	FT3	= 1.87	M3

Container(s):
Special Instructions:
ZDR to include missed freight charges on the original inv 9936866084

FOR CUSTOMS PURPOSES ONLY

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Effective: February 1, 2023

1. **These Conditions & Terms of Sale ("Terms") govern the sale of products ("Product(s)") by NHS U.S., LLC, or any of its subsidiaries or affiliates within the Nestlé Health Science business (each referred to herein as "NHS," and which are members of the Nestlé group of companies), to you ("Customer") for your sale of the Products outside of the United States. Issuing or submitting a purchase order or other order to NHS whether by mail, telephone, facsimile transmission, electronic data interchange, through NHS's sales order team, or otherwise, accepting delivery of Products, or issuing payment against a NHS invoice shall be deemed to be a full and unmodified acceptance of and agreement to these Terms by Customer, notwithstanding any modification of Terms by Customer in writing or electronically, including any Customer forms or Customer vendor agreements. For avoidance of doubt, these Terms prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms to NHS. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. NHS hereby expressly rejects any and all different, conflicting, or additional terms appearing on any other document or communication provided by Customer, and such terms will have no force or effect. All orders must be acknowledged or accepted by NHS in accordance with its processes to be considered binding and accepted by NHS, but the acceptance does not extend to Customer errors or changes to these Terms. NHS reserves the right to refuse or reduce any order, cancel any current orders or refuse, delay or withhold delivery of current or future orders due to availability of Product, as determined by NHS.**
2. **POLICIES.** Customer will comply with all NHS policies and requirements as communicated by NHS to Customer from time to time, including but not limited to storage and handling requirements applicable to certain Products. Customer will handle, store and transport Products in compliance with those requirements, if any, maintain adequate records to demonstrate compliance with such requirements, and inform its customers of the requirements
3. **PRICE AND CHANGES:** The purchase price of any Product will be determined based on NHS's then-current applicable Product price list made available by NHS. All prices and terms are subject to change without notice. Quoted prices are exclusive of federal, state, and local taxes of any type. All NHS price changes will be effective immediately with the timing and details stated in NHS's change announcement. NHS may reject any purchase orders in NHS's sole discretion, including but not limited to, as a result of inaccurate pricing listed in the order.
4. **UNAUTHORIZED DEDUCTIONS:** If Customer deducts an unauthorized discount or imposes any fees, charges, fines or other deduction from the purchase price not specifically authorized by NHS in writing, and does not pay the unauthorized deduction back to NHS within a time frame requested by NHS, NHS reserves the right to, in its sole discretion, (a) charge back the unauthorized deduction on future orders, (b) collect or deduct the unauthorized deduction from other available funding, (c) implement a surcharge to cover any administrative fees of analyzing, administering, or recovering the unauthorized deduction, (d) withhold innovation partnership support, and/or (e) refuse any future order, cancel any current orders or refuse, delay or withhold delivery of current or future orders until Customer pays for the unauthorized deduction. NHS will provide prior notification to Customer of the actions to be taken.
5. **DELIVERIES, TITLE, AND RISK OF LOSS:** Title to the Products and risk of loss will pass to Customer at NHS's facility, upon receipt of the carrier Customer designates. Unless otherwise agreed in writing by NHS, all prices are Ex-Works, NHS's facility. Distributor shall bear all expenses and costs accruing from delivery, including transportation, handling, insurance, import charges, duties and taxes.
6. **RECALL:** NHS will have sole control over the decision to initiate and conduct recalls of Products. NHS will bear all reasonable and direct costs of a Product recall initiated by NHS and arising from a breach of NHS's warranties in Section 7 below, including costs to remove Product from the market. Customer will cooperate with NHS to coordinate all returns of Products affected by a recall and to remediate the defect causing the recall. Customer will follow all instructions provided by NHS with respect to a Product recall, including without limitation, NHS's instructions to cease selling or distributing the affected Product. NHS shall not be responsible or liable for damages incurred arising from Customer's failure to follow NHS's instructions.
7. **PRODUCT WARRANTIES:** NHS represents and warrants that the Products are manufactured in accordance with the United States current good manufacturing practices and United States laws, rules and regulations. NHS's specifically disclaims any warranties of compliance with any laws, rules and/or regulations of any country outside the United States. This warranty is for the benefit of the Customer only, and not for the benefit of any third party. To the maximum extent permitted by applicable law and except as expressly provided herein, NHS makes no warranties, whether express, implied or arising by custom or trade usage or course of dealing, including without limitation, warranties of merchantability or fitness for a particular purpose, and any warranties, representations, indemnities and guarantees with respect to the Products are hereby superseded, excluded and disclaimed. NHS does not guarantee, and expressly disclaims all warranties regarding order quantities and delivery dates.
8. **LIMITATION OF LIABILITY: EXCEPT FOR NHS'S WILLFUL MISCONDUCT OR INTENTIONAL FRAUD, IN NO EVENT SHALL NHS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR COMMERCIAL LOSS IN ANY ACTION OF CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THE SALE OF THE PRODUCTS OR AS A RESULT OF ANY RECALL OF PRODUCTS, WHETHER CONSIDERED IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF NHS WAS ADVISED OF THE POSSIBILITY OF THE SAME IN ADVANCE. NHS'S AGGREGATE LIABILITY IN ANY EVENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. ANY CUSTOMER CLAIM OF ANY NATURE WHATSOEVER UNDER THESE TERMS SHALL BE INVALID UNLESS MADE IN WRITING TO NHS NOT LATER THAN ONE (1) YEAR AFTER THE DATE THE CLAIM OCCURRED. THIS SECTION DOES NOT LIMIT ANY WRITTEN SATISFACTION GUARANTEE OR PRODUCT WARRANTY MADE BY NHS TO THE CONSUMER. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.**
9. **CUSTOMER COMPLIANCE WITH LAWS.** Customer will be solely responsible for compliance with all applicable laws, rules and regulations applicable to the sale of the Products in the country in which the Customer sells the Product and will indemnify and hold NHS and its affiliates harmless from all costs, damages, losses and expenses arising from or relating to any such claim or violation of applicable laws, rules and regulations of such country in which the Customer sells the Product.
10. **PRODUCT EXPORT.** These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.
11. **NO DIVERSION:** If NHS has authorized Customer to sell Products in a specified country, then Customer will not sell, ship or promote Products outside of that authorized country or to any party Customer knows or has reason to know intends to ship or otherwise divert the Products outside of that authorized country. Customer will not sell the Products to liquidators, reclamation service providers, close-out companies or other similar discount resellers without the prior written consent of NHS. Customer will not offer for sale or sell the Products on or through any third-party online marketplace website (including, but not limited to, Amazon, eBay, and Walmart Marketplace) without the prior written consent of NHS.
12. **USE OF TRADEMARKS.** All trademarks, trade names, logos, copyrights and other intellectual property used or adopted by Nestlé in connection with its goods or other business of Nestlé ("Trademarks") will at all times be and remain the property of Nestlé affiliate, Société Des Produits Nestlé S.A. ("SPN"). SPN shall be the registered owner of all domain names which incorporate a Trademark. Buyer will not register or cause to register a domain incorporating a Trademark. Buyer will not in any way dispute the validity of the Trademarks, or SPN's rights to use and control the use of the Trademarks, nor will Buyer do or permit to be done any action or thing which will in any way impair the rights of SPN in and to the Trademarks. Buyer acknowledges that any use of the Trademarks will not create in it any right, title, or interest in the Trademarks and agrees that all use of the Trademarks will be for the benefit of SPN. Buyer will not adopt or use in any way (including as part of its trade name) any trademark, trade name, mark, logo, or symbol which, in the opinion of SPN or its designee is similar to or likely to be confused with any of the Trademarks. Buyer will promptly notify Nestlé of any activity or usage that appears to conflict with SPN's rights in any of the Trademarks.
13. **ANTI-CORRUPTION COMPLIANCE:** Customer represents and warrants that none of its principals, shareholders, directors, officers or employees is (i) an official, officer, agent, employee, or representative of any national, state, provincial, territory, county or local government or any department or agency thereof; (ii) an official, officer, agent, employee, or representative of any company or entity owned or controlled by any government; (iii) a political party, party official or political candidate; or (iv) an official, officer, agent, employee, or representative of any public international organization or agency thereof (each a "Government Official"). Customer will promptly notify NHS if circumstances render the preceding representation and warranty inaccurate. Upon such notification, NHS may impose such restrictions as NHS deems necessary to ensure compliance with applicable law. Customer represents and warrants that the it and any person acting on its behalf is familiar with and understands the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 and all applicable anti-bribery laws in the Territory and any other applicable laws addressing bribery, extortion or kickbacks (collectively, "Anti-Corruption Laws"), and has not and will not violate these laws in connection with the purchase and sale of the Products or any related agreement or activity. Customer further represents and warrants that it has read and fully understands the policy of NHS to comply fully with the FCPA and all applicable Anti-Corruption Laws and will cooperate with NHS to ensure compliance with these laws relating to its purchase and sale of the Products. Customer agrees to make its books and accounting records relating to its purchase and sale of Products available for NHS (or its designated representative's) to review for anti-corruption compliance from time-to-time at NHS's reasonable request. Customer shall cooperate fully with such review, the scope, method, and nature of which shall be at the sole reasonable discretion of NHS. From time to time, Customer shall execute a certificate of anti-corruption compliance at the request of NHS.
- In connection with Customer's purchase and sale of the Products and any related agreement or activity, neither Customer, nor any person acting on Customer's behalf, has made nor will make in the future any corrupt offer, or promise, payment, or authorization of any payment of money or anything of value to any person, including a Government Official for the purpose of (i) influencing any act or decision by the recipient, in his or her official capacity; (ii) inducing the recipient to do or omit to do any action in violation of the recipient's lawful duty; (iii) inducing a Government Official to use his or her influence with a government or government instrumentality; or (iv) securing any improper advantage, in each case in order to assist Customer or NHS in obtaining or retaining business. If Customer's performance in connection with the purchase and sale of the Products is determined by NHS to be contrary to the FCPA, or any applicable Anti-Corruption Laws, or any applicable laws or regulations, then each agreement between Customer and NHS will be null and void from its inception, and in such event any compensation paid or accrued will be forfeited by Customer, and no future payments or accruals will be made by NHS for Customer's account.
14. **SANCTIONS:** Customer represents and warrants that (i) neither Customer nor any of Customer's subsidiaries, affiliates, joint ventures, officers, directors, employees or agents is currently the subject or the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "Specially Designated National" or "SDN") the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom (collectively, "Sanctions"); (ii) none of Customer's officers, directors, or employees is a person who is ordinarily resident in a country that is the target of comprehensive Sanctions (which as of the effective date of these Terms includes Crimea region of Ukraine, Donetsk People's Republic region of Ukraine, Luhansk People's Republic region of Ukraine, Cuba, Iran, North Korea, and Syria), and Customer's dealings have been and will continue to be in compliance with Sanctions and (iv) no transaction undertaken by Customer and involving or relating to any product supplied by NHS will violate the terms of any agreement entered with NHS or Sanctions.
15. **TERMINATION:** NHS reserves the right to terminate Customer's status as a reseller or distributor of Products by providing Customer 30 days' written notice, unless Customer has breached any of the Terms, in which case NHS may immediately terminate Customer's status as a reseller or distributor.
16. **PRODUCT TESTING:** Any testing of Products or involvement in scientific assessments can only be carried out by you with the express written permission of NHS, including but not limited to scientific, clinical, analytical and stability studies. In addition all data generated from such testing must be shared with, and remains the property of, NHS.
17. **FORCE MAJEURE:** NHS is not liable for delay, spoilage, non-delivery of Products or any other failure of performance attributable to events or causes beyond its control (including without limitation war, riot, strike, rebellion, terrorism, civil disturbances, pandemic or similar health emergency, power failures, transportation delays, failure of telephone lines and equipment, extreme weather, flood, storm, fire, earthquake, or other acts of God or conditions or events of nature, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority).
18. **ALLOCATION:** NHS shall have the right to allocate, in its sole discretion, available Products among Customer and its other customers in the manner NHS may consider to be equitable in the event of a shortage of any Product for any reason.
19. **BUSINESS CONTACT DATA:** Customer and NHS may, in the ordinary course of maintaining the business relationship with the other party, come to possess names, mailing addresses, email addresses and/or phone numbers in relation to the other party or its personnel ("Business Contact Data"). Each party will ensure that it is legally entitled to, and has taken the necessary steps to enable it to: (a) provide the Business Contact Data to the other party; and (b) authorize the other party to process the Business Contact Data for the purposes of orders and transacting business with the other party.
20. **INSURANCE.** Each party shall maintain commercial general liability insurance, workers' compensation insurance, and any other insurance appropriate for its business activities. Upon reasonable request from a party, the other party shall furnish an insurance certificate evidencing the insurance coverage.
21. **GOVERNING LAW.** These Terms are governed by the laws of the State of Delaware, without regard to its conflict of law principles and shall be subject to the exclusive venue of the state and federal courts located in New Castle County, Delaware.
22. **NOTICES.** Any notice or other communication required or permitted to be given ("Notices") will be deemed to have been sufficiently given if in writing and either delivered by nationally-recognized overnight courier service requiring a receipt or delivery confirmation, or sent by registered or certified U.S. mail, return receipt requested to NHS U.S., LLC, 121 River Street, 9th Floor, Hoboken, NJ 07030 ATTN: NHSc Legal.
23. **SEVERABILITY.** Any term or provision of these Terms that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions of the Terms or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. All terms in the Terms are intended to apply and be enforced only to the maximum extent permitted by applicable law.