



## STANDARD TERMS AND CONDITIONS

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### CONFIDENTIALITY

White Labs is an independent laboratory and maintains strict confidentiality regarding yeast selection, laboratory analysis, and consulting services utilized by our customers.

### WHITE LABS REPLACEMENT POLICY FOR YEAST, WILD YEAST, AND BACTERIA

White Labs strives to produce the best products possible. Yeast and bacteria are living, microbiological products which are subject to environmental conditions. If you are not completely satisfied with the performance of our yeast products within 30 days of purchase, we will either replace with the same product, or credit you for the paid price of that purchased product (less shipping charges), provided that White Labs may inquire into the customer's compliance with the provided instructions, below, prior to the issuance of any refund or replacement products. This policy applies to all "yeast products" packaged by White Labs. For purposes of this Replacement Policy for Yeast, Wild Yeast and Bacteria, "yeast products" includes the following products manufactured and packaged by White Labs: liquid yeast, wild yeast, and bacteria cultures, and SCOBY cultures. This replacement policy is only available to the purchaser of the yeast, wild yeast, and bacteria products.

### RETURN POLICY FOR PRODUCTS AND SERVICES OTHER THAN THOSE PRODUCED BY WHITE LABS

You may return unopened and unused items other than yeast, wild yeast and bacteria products produced by White Labs within 30 days of purchase for a full product refund or product exchange (less shipping), provided that White Labs may inquire into your compliance with the provided instructions prior to the issuance of any refund or exchange. No refunds or credits are given for laboratory items or services provided by White Labs. Contact White Labs to obtain a Return Material Authorization (RMA) before returning any goods.

### STORAGE AND USE INSTRUCTIONS FOR YEAST, WILD YEAST, AND BACTERIA PRODUCTS

Purchasers of yeast, wild yeast and bacteria products produced by White Labs should comply with the following instructions and restrictions:

1. Maintain storage of yeast, wild yeast, and bacteria inconsistent refrigerated conditions: 36-40°F (2-4°C).
2. Maintain adherence to White Labs' Best By dates.
3. Discard any yeast, wild yeast or bacteria that is beyond its Best By Date or has been damaged.
4. The remedies described herein do not apply to repitched yeast, wild yeast or bacteria for commercial brewing purposes or yeast, wild yeast or bacteria not propagated directly by White Labs. White Labs makes no warranties for repitched yeast, wild yeast or bacteria.

**Shipping, Title, and Risk of Loss.** Unless expressly agreed to by the Parties in writing, White Labs shall select the method of shipment of and the carrier for the Products.

- A. For shipment destinations located in the United States: The Products shall be shipped FOB White Labs' originating United States facility.
- B. For shipment destinations located outside of the United States: The Products shall be shipped FCA White Labs' facility located in San Diego, California; FCA White Labs' facility located in Asheville, North Carolina; FCA White Labs' facility located in Copenhagen, Denmark; or FCA White Labs' facility located in Kwai Chung, Hong Kong as applicable.

Purchaser is responsible for all shipping, insurance, and related charges, and all risk of damage or loss to the Products shall pass to Purchaser upon tender by White Labs to the common carrier. Title to the Products shall pass to Purchaser upon delivery of the Products to the common carrier.

### **LIMITATION OF LIABILITY**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES. WHITE LABS' LIABILITY RELATING TO ANY DEFECTIVE PRODUCT IS LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT AND IN NO CIRCUMSTANCES SHALL WHITE LABS' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. WHITE LABS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INGREDIENT COSTS, RECALL COSTS OR EXPENSES, LOST SALES OR SALES COSTS, LOST PROFITS OR GOODWILL, LOSS OR DAMAGE TO REVENUES, OR LABOR COSTS, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. TO THE FULL EXTENT PERMITTED BY LAW, WHITE LABS EXPRESSLY DISCLAIMS ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS, WHICH VARY FROM STATE TO STATE.

### **GOVERNING LAW; VENUE**

These terms and conditions, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to a purchase order placed with White Labs, these terms and conditions, or the negotiation, execution or performance of any agreement with White Labs (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with these terms and conditions or as an inducement to enter into any agreement with White Labs), shall be governed by, and enforced in accordance with, the internal laws of the State of North Carolina, including its statutes of limitations, without giving effect to its conflict of law principles. You acknowledge that White Labs maintains an office and operations in North Carolina and therefore. You agree that North Carolina's governing law is reasonable for the application to this Agreement. You further agree that all actions and proceedings arising out of or relating directly or indirectly to these terms and conditions or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in Buncombe County, North Carolina and that such courts are reasonably accessible forums. Each purchaser of White Labs products hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

ND: 4811-7381-8778, v. 1