

Lebrun Labs LLC

General Terms And Conditions For the Supply of Goods and Services

April 2010

Pricing and Payment Terms

All prices are subject to change without notice. Payment terms are net thirty (30) days from receipt of invoice. You will only be charged for products shipped. Products placed on back order will be charged when shipped. If you place an order and fail to fulfill the terms of payment, Lebrun Labs may without prejudice to any other lawful remedy defer further shipments and/or cancel any order. You shall be liable to Lebrun Labs for all costs and fees, including attorneys' fees, which Lebrun Labs may reasonably incur in any actions to collect on your overdue account. Lebrun Labs does not agree to, and is not bound by, any other terms or conditions such as terms in a purchase order that have not been expressly agreed to in writing signed by a duly authorized officer of Lebrun Labs.

Quantity discounts available. Please ask us for details. Certain exclusions may apply.

Sales Tax

You are solely responsible for any applicable sales, use, or similar tax and agree to indemnify Lebrun Labs for any such tax if not properly paid by you. Sales tax will be added when shipping to jurisdictions where Lebrun Labs is responsible for collecting sales tax unless the receiving party has exempt information on file with Lebrun Labs. If you feel that your account is not setup properly please contact us at 949-798-9202

Shipping

Shipping and handling costs are prepaid and added to the invoice. Shipping and handling costs will be charged only on the first shipment in situations where an order contains back ordered products. Lebrun Labs reserves the right to select the packaging and shipping method for your order, which will ensure the stability of the product. Domestic orders will normally be shipped by USPS, 2-3 day delivery on the indicated date. The indicated date is an estimate only, and Lebrun Labs shall not be liable for a delay in shipping. Any damage during shipment is covered by the warranty provided in these terms and conditions. For international orders, title to the goods passes in the United States when the goods are placed with the shipper. For all orders, the risk of loss of the goods passes when the goods are placed with the shipper.

Order Confirmation and Duplication

Written confirmation of a telephone, fax, e-mail or internet order is not required. However, if confirmation of an order is sent, it should be prominently marked -"CONFIRMING ORDER, DO NOT DUPLICATE".

Duplicate shipments due to incorrectly marked confirming orders will be subject to a returned products charge of 20% of the list price of the product(s) returned ("Returned Products Charge") plus shipping charges. We do not issue full credits for returned products since our products are perishable and we can not be assured of the quality of returned products.

Resale Prohibited

In the absence of an express written agreement to the contrary, all products are sold by Lebrun Labs for the exclusive use of the purchaser and are not to be resold.

Claims and Returns

Any claim for credit or return goods request must be made within ten (10) days of receipt. Custom, non-standard catalog and non-catalog orders are ineligible for cancellation or return. A return authorization ("Return Authorization") must be obtained from Lebrun Labs' Customer Service for all returns. Lebrun Labs will not accept, and no credit will be issued, without a Return Authorization.

Upon receipt of authorized returned products, a credit for the original purchase price less the Returned Products Charge and the original shipping and handling charge ("Partial Credit") will be issued. To obtain a Partial Credit, products must be returned within sixty (60) days of receiving a Return Authorization.

If an error by Lebrun Labs results in shipment of an incorrect order, Lebrun Labs will, at its sole option, either ship a replacement order at no charge or credit your account for the purchase price of the original product shipped in error plus shipping charges. If an error by you results in the shipment of an incorrect order and is reported to Lebrun Labs within ten (10) days, you may obtain a Return Authorization and return the product(s) for Partial Credit.

Limited Warranty

Some product information on the webpage may be abbreviated. Before ordering, we recommend that you review specifications of the product as published in the product insert available at our website or call and request a copy from Lebrun Labs or your distributor. Product inserts on the website reflect, in general, the applications and conditions for use. Products should be used in accordance with the insert shipped with the product. Lebrun Labs reserves the right to change product specifications without prior notification. All products supplied by Lebrun Labs are warranted to meet our published specifications when used under normal conditions in your facility.

LEBRUN LABS DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THESE PRODUCTS. IN PARTICULAR, LEBRUN LABS DOES NOT MAKE ANY WARRANTY OF SUITABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCT.

Remedies and Limitations

SHOULD ANY PRODUCT FAIL TO PERFORM AS WARRANTED OR FOR ANY OTHER CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THIS SITE OR PURCHASE OF PRODUCTS FROM LEBRUN LABS, LEBRUN LABS' LIABILITY AND YOUR REMEDY ARE STRICTLY LIMITED TO THE PURCHASE PRICE OR REPLACEMENT, AT LEBRUN LABS' SOLE OPTION, OF THE PRODUCT SOLD.

YOUR REMEDY SET FORTH FOR BREACH OF ANY WARRANTY ARISING HEREBY, EXPRESS OR IMPLIED OR BY OPERATION OF LAW, SHALL BE THE EXCLUSIVE AND SOLE REMEDY TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING,

Lebrun Labs LLC

WITHOUT LIMITATION, CLAIMS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

Indemnity

You agree to indemnify, defend and hold Lebrun Labs, its directors, officers, shareholders, employees, representatives, consultants, and assigns (collectively, "Affiliates") harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought by any third party against Lebrun Labs or its Affiliates alleging or arising from or related to any breach of these Terms & Conditions by you. This paragraph survives expiration or termination of your account or these Terms & Conditions.

Choice of Law/Disputes

You hereby agree that the only proper jurisdiction and venue for any dispute with Lebrun Labs or to products purchased from Lebrun Labs, is in the state and federal courts in the State of California, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving Lebrun Labs or its affiliates, employees, officers, directors, agents and providers. Any claims relating to the information, services or products available will be governed by the laws of the State of California, excluding the application of its conflicts of law rules. You agree that any cause of action arising out of or relating to these Terms & Conditions will be commenced by you within one (1) year after such cause of action arose. Actions not commenced by you within one (1) year are permanently barred. This paragraph survives expiration or termination of these Terms & Conditions.

Miscellaneous

If any provision of these Terms & Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent in such section. You may not sell, assign, or otherwise transfer your account. Lebrun Labs may assign or transfer its rights with regard to your account and these Terms & Conditions. Lebrun Labs' failure to act with respect to any failure by you or others to comply with these Terms & Conditions does not waive Lebrun Labs' right to act with respect to subsequent or similar failures. These Terms & Conditions set forth the entire understanding and agreement between you and Lebrun Labs with respect to the subject matter hereof. This paragraph survives expiration or termination of these Terms & Conditions.

Trademark Information

The following is a listing of trademarks used by Lebrun Labs, Inc. This list is subject to change at any time. Registration applications for several marks are pending and may become registered marks in the near future. Any rights not expressly granted herein are reserved.

Lebrun Labs

Easy Blue™ and Easy WL-N™ are trademarks of Lebrun Labs

Contact Information

If you have any questions or comments regarding the Site, the products offered, or Lebrun Labs, please contact us at:

Lebrun Labs LLC

17751 Sky Park East, Suite G
Irvine, CA 92614
Phone: 949-798-9202
Fax: 949-851-4985
Email: sales@lebrunlabs.com