

Purchase Agreement ***Organic and Healthy, Inc.***

Following are the terms of the agreement between Organic and Healthy, Inc. ("Company") and the buyer ("Buyer") of goods or services offered by Organic and Healthy, Inc. <http://www.organicandhealthy.com>, or other businesses and websites owned by Organic and Healthy, Inc. Acceptance of the terms of this agreement is required to complete your order, and constitutes a legally binding agreement.

BY ACCEPTING THIS AGREEMENT AND PROCEEDING TO PURCHASE, BUYER WARRANTS AND AGREES AS FOLLOWS:

1. ***Introduction:*** Buyer understands and agrees to the terms and conditions outlined in this contract ("Contract") with respect to the goods, services and information provided by or through Company and its Websites. This Contract constitutes the entire and only agreement between the Company and Buyer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by Company or through its Websites, and the subject matter of this Contract. Buyer agrees to review this Contract prior to purchasing from Company, and that purchase of a good or service shall be deemed acceptance of this Contract.
2. ***Setup and Payment:*** Buyer represents and warrants that (a) the credit card and other purchase information supplied is true, correct and complete; (b) charges incurred by the Buyer will be honored by the Buyer's credit card provider; (c) Buyer shall pay charges incurred by Buyer at the prices in effect at the time incurred, including all applicable taxes and delivery charges; and (d) Buyer will not initiate a credit card chargeback for delays in shipping or any other problem that may arise without first communicating with Company, by email, phone, or USPS mail in an attempt to resolve the problem.
3. ***Product Availability:*** All products are subject to change in pricing and availability, without prior notice.

Buyer agrees to and understands that products not currently stocked may be manufactured after the order is received and that this "made to order" merchandise may take up to one month, or longer, to ship.

Buyer agrees to and understands that organic and natural textiles and raw materials are sometimes in short supply, and that shortages and delays are common and to be expected because demand often outstrips the limited supplies. Buyer agrees to and understands that backorders and/or delayed delivery dates may occur, and that Company is unable to modify delivery times set by manufacturers and suppliers, and will not be held liable for shortages, backorders, and/or delayed delivery which are out of the control of Company and its staff, partners, suppliers, and manufacturers.

4. ***Disclaimer:*** EXCEPT FOR SPECIFIC MANUFACTURER'S WARRANTIES INDICATED ON PRODUCT PAGES AND/OR IN THE WARRANTY APPENDIX THAT FOLLOWS THIS AGREEMENT, GOODS AND SERVICES PURCHASED FROM OR THROUGH COMPANY ARE PROVIDED "AS-IS," AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SOLE AND ENTIRE MAXIMUM LIABILITY OF COMPANY, FOR ANY REASON, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE PARTICULAR ITEM(S) PURCHASED.

COMPANY AND ITS OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, DEALERS, REPRESENTATIVES AND SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND BUYER. SOME STATE STATUTES MAY APPLY REGARDING LIMITATION OF LIABILITY.

THE COMPANY'S PRODUCTS AND CLAIMS ABOUT SPECIFIC PRODUCTS HAVE NOT BEEN EVALUATED BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION AND ARE NOT APPROVED TO DIAGNOSE, TREAT, CURE OR PREVENT DISEASE. THE INFORMATION PROVIDED IS NOT INTENDED AS A SUBSTITUTE FOR ADVICE FROM YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL. YOU SHOULD NOT USE THIS INFORMATION FOR DIAGNOSIS OR TREATMENT OF ANY HEALTH PROBLEM. YOU SHOULD CONSULT WITH A HEALTHCARE PROFESSIONAL IF YOU HAVE OR SUSPECT YOU MIGHT HAVE A HEALTH PROBLEM.

5. ***Return, Exchange and Cancellation Policy:*** Buyer understands and agrees that *Returns and Exchanges must be pre-authorized*. If returns are permitted according to the WARRANTY APPENDIX, Buyer may return unused, unwashed, unstained and undamaged merchandise within 30 days of receipt, in the original packaging, *subject to conditions outlined below*.
- Orders cancelled by the purchaser may be subject to a cancellation fee, depending on the manufacturer, stage of production, and method of payment.
 - Before returning any merchandise, Buyer must first contact Company to request an RMA (Return Merchandise Authorization). Upon receipt of the RMA, buyer must enclose the RMA, original invoice and packing list with the merchandise, and return it to the Manufacturer or Company, as instructed on the RMA, by prepaid insured freight. Returns must be packaged securely to avoid freight damage. Items damaged during shipment will not be entitled to a refund; the Buyer will need to file a claim with the freight carrier. Upon receipt and inspection of returned product, refund or exchange options will be provided, subject to the discretion of Manufacturer or Company. Note that special restrictions apply to the return of bedding products, see Warranty Appendix for details.
 - *Buyer understands and agrees to waive any refund if merchandise is returned without prior authorization.* Buyer understands and agrees that simply shipping a product without prior authorization provided by Company and/or its suppliers or manufacturers DOES NOT entitle buyer to a refund or exchange.
 - Except as noted in Warranty Appendix or on websites, no returns will be accepted, or refunds issued, for products in Buyer's possession longer than 30 days.
 - *Custom made items and items cut to Buyer specifications, MAY NOT be returned*, unless received in damaged condition. If received damaged, Buyer must follow Freight Claim procedures shown in #6 below, and let Company know immediately.
 - *Buyer agrees to accept responsibility for return freight costs* unless a damaged or incorrect product was received. Large and heavy items will be delivered curbside unless otherwise noted and heavy lifting may be required to move items from the curb to the home. Buyer must inspect all packages upon receipt and make note of any damage to packaging or products before signing for the shipment. All merchandise and packaging must be saved for inspection in case a damage

claim becomes necessary. Ripped packaging does not always indicate that a product is damaged; if the product can be easily cleaned it is not considered damaged. If delivery is refused by Buyer without prior authorization, shipping charges and/or restocking fees may be deducted from any refunds.

- No restocking fees will be charged for exchanges of equal or greater value within 30 days if the above conditions are met. Otherwise, a 15-30% restocking fee may be charged, as per manufacturer guidelines.
- *The natural materials in our products might have a slight odor upon receipt, which should blow-off over time. As these are the natural smells of the materials, we do not warrant for any smells or reactions thereto. If you are sensitive to smells you can contact us to order a material swatch prior to purchase.*

6. **Freight claims:**

Our suppliers will file claims with freight carriers and provide replacement items for damaged parts shipped to the Buyer. However, to be covered by the suppliers' policies, **the buyer must follow the following process when receiving items shipped by a freight carrier (trucking company).** Items shipped by UPS or FedEx are subject to more lenient rules, but you must contact us immediately if you find a problem with a shipment delivered by any carrier.

UPON ARRIVAL OF ITEMS VIA FREIGHT CARRIER, Buyer or his/her Agent must:

1. Count the pieces received against the driver's delivery receipt and note any discrepancies in writing on the delivery receipt. Also note any crush marks or tears/rips in the packaging.
2. Open each carton and inspect the items inside. **Refuse** any items that you think are beyond your ability to repair.
3. Make sure you have thoroughly inspected all pieces to your satisfaction. Once you sign the delivery receipt, **anything not noted will be your financial responsibility.**
4. Call us immediately to report damage or shortage. Do not dispose of the product or packaging until you find out it is not needed for the freight claim.

WITHIN 24 HOURS FOLLOWING DELIVERY

5. Open and inspect all cartons if you have not already done so. Call us immediately to report damage or shortage. If package damage was noted on the delivery receipt it may be possible to collect at least part of the cost of repair or replacement.

WHAT TO EXPECT IN THE CASE OF A SHORTAGE

The freight carrier will attempt to locate the missing piece. Generally shortage searches take 48 business hours or more. If they cannot find the piece another will be shipped. Note that there may be a delay if a replacement part is not in stock.

WHAT TO EXPECT IN THE CASE OF DAMAGE

If you or your agent refused the damaged item, it will be returned to the supplier for repair or replacement. The supplier will send you a replacement piece and will file the claim with the freight company.

If you or your agent did not note on the delivery receipt that the piece was damaged and you need a replacement, or if you find concealed damage, you will be sent a replacement and you will be billed for the replacement. You will be responsible for paying that invoice and can use the invoice as supporting evidence if you file a claim against the freight company.

Bear in mind that you are signing a legal document when you or your agent sign the freight delivery receipt. We accept no financial burden caused by failure to follow these guidelines. We will gladly

assist in replacing damaged goods in a timely manner. By following these guidelines, we hope to keep shipping problems to a minimum.

7. **Right to Refuse:** Company reserves the right at its sole discretion to refuse any sale or service at any time. Sale of goods and services is subject to availability.
8. **Indemnification:** Buyer agrees to indemnify, defend and hold Company and its owners, officers, employees, affiliates, dealers, representatives and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to Buyer's violation of this Contract or use of Company's Websites.
9. **Credit Card Fraud and Chargebacks:** *It is illegal to misuse the chargeback process to take advantage of merchants. Using a credit card to obtain a merchandise or services and then a) claiming you did not authorize the transaction, b) claiming you do not know what the charge is for, c) falsely claiming that merchandise delivered to you was never received, d) falsely claiming the card number was stolen, e) or any other false claim, constitutes credit card fraud that will be prosecuted.*

Falsely denying payment on your credit card may result in action against you for the amount disputed, plus the cost of paying the collection agency, and/or lawyers, plus any travel costs for the designated agent to appear in court.

10. **Copyright:** The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to the Company's Websites are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a Buyer of any such content or any part of these Websites is prohibited.
11. **Editing, Deleting, and Modification:** Company reserves the right in its sole discretion to edit or delete any information or content appearing on its Websites and to remove any goods and services for sale. Company may modify this Contract or prices, and may discontinue or revise any or all aspects of its Websites at its sole discretion and without prior notice. Modification of this Contract will be deemed effective upon publication on the Websites with respect to transactions occurring after said date.
12. **Use of Information:** Company reserves the right, and Buyer authorizes Company, to the use and assignment of all information regarding Buyer's use of its Websites and all information provided by Buyer, subject to applicable law and Company's Privacy Policy.

Buyer agrees to and understands, that any and all email communications may be retained by Company and/or its staff and partners, and can be used as evidence against buyer and/or buyer's representatives, in the event that legal action or legal defense is warranted. Buyer agrees to and understands that all communications delivered to Company and/or its staff and partners, will be subject to inspection and perusal by external legal entities and/or law enforcement authorities.

13. **Miscellaneous:** This Contract shall be treated as though it were executed and performed in ASHLAND, OREGON, and shall be governed by and construed in accordance with the laws of the United States of America and of the State of OREGON (without regard to conflict of law principles). Any cause of action by Buyer must be instituted within six (6) months after any purchase or be forever waived and barred. All actions shall be subject to the limitations set forth in this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any legal proceedings arising out of or in connection with this Contract shall be brought solely in ASHLAND, OREGON, and Buyer expressly submits to the jurisdiction of said courts and consents to extra-territorial service of process. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent

that anything in or associated with the Company's Websites or Company is in conflict or inconsistent with this Contract, this Contract shall take precedence. Failure of Company to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

WARRANTY APPENDIX

1) MATTRESS AND BEDDING WARRANTIES VARY BY MANUFACTURER. PLEASE CONTACT US FOR DETAILS ABOUT THE ITEM YOU ARE PURCHASING.

2) EARTH WEAVE CARPET PRODUCTS WARRANTY AND EXCHANGE POLICY

Below is a description of the manufacturer's policy at a specific point in time and it is subject to change without notice. To verify coverage and for updated information contact the manufacturer.

Manufacturer's Warranty: Earth Weave carpet is guaranteed to be free of manufacturing defects for a period of 5 years. Matting, crushing, soiling, staining or any other changes in appearance are not considered manufacturing defects and are excluded from this warranty. Due to the natural fiber content, specifications are subject to nominal manufacturing variances. Supply or manufacturing changes may necessitate product changes without notice. Yarn lot variances occur in natural fiber carpets and actual merchandise is not guaranteed to match samples. Natural fiber carpets vary in color and texture, and slight variances do not constitute a manufacturing defect. No warranty is made as to individual reactions, physical or otherwise, regarding this carpet and its effects. As this is a natural product, we do not warrant for any smells or odors. Individuals who are sensitive to animal fibers or the smell of wool, natural rubber, hemp, cotton or jute should contact us for a product sample before ordering. Please note that all wool carpet and rugs shed fibers, especially when new, and the Catskill style sheds more than other styles; shedding is not considered a manufacturing defect. All finished rugs can vary about an inch of the specified size due to the flexible and stretchable nature of fabric.

Returns: Because many Buyers are chemically sensitive, Earth Weave does not accept returns once a package has been opened because this exposes the product to a foreign environment. They accept no returns on cut carpet and custom rugs.

Product Care: As with all quality natural fiber carpets, vacuuming with a suction-only vacuum cleaner is recommended as beater bar vacuums may damage the surface pile. Proper vacuuming on a regular basis will improve performance. Use only a wool-approved cleaner for removing stains. Blot affected area, do not vigorously rub. Light use of a 1:3 white vinegar/water solution may help remove remaining material. If stains persist, contact a professional cleaner who uses cleaners designed for wool and natural fibers.

3) WARRANTY, RETURN AND EXCHANGE POLICY FOR OTHER PRODUCTS

All sales are final unless noted above, or on product pages and/or on manufacturers' or affiliates' Websites. Manufacturers' warranties, if any, are stated above, or on product pages and/or on manufacturers' or affiliates' Websites. Manufacturer's policies are subject to change without notice. To verify coverage, details, and updated information contact the manufacturer.