

**Order Verification and Terms & Conditions of Custom Order for:**

**X Date Signed** \_\_\_/\_\_\_/\_\_\_ **x Customer Initial** \_\_\_\_\_

**From RainShadow labs 503-366-3413, Fax 503-366-3400, 300 Port Ave., St. Helens, OR 97051 after May 8<sup>th</sup>, 2006.**

1. This quoted offer is expressly conditional upon the Buyer's acceptance of all the terms and conditions of this quotation. Seller can change its applicable terms and conditions at any time unless otherwise explicitly stated on the face hereof or in an effective written contract. This offer shall not be altered or amended, nor its terms be waived, except by an instrument in writing, signed by an authorized representative of the party to be bound thereby.. Acceptance or acknowledgement of purchase order forms or other similar forms containing provisions different from, or deletions or additions to, the terms of this offer are hereby rejected and shall not be binding on Seller. Buyer shall not assign its rights or delegate its duties under this offer in whole or in part without prior written consent of Seller.
2. The prices on this quotation are for immediate acceptance and are subject to change without notice unless otherwise indicated on the face hereof. Seller reserves the right to increase the unit price if quantity is reduced. If Seller is unable by any reason of any governmental decision, order or law to sell the materials at the quoted prices, Seller may terminate this offer. Quoted prices are based on present taxes (other than sales taxes), freight rates, Internal Revenue charges, United States Tariff classifications and import duties. Any increased costs resulting from changes in the aforesaid or from Buyer's selection of means of transportation shall be charged to Buyer. Further, Buyer shall reimburse Seller for all taxes or other charges by any national, state or municipal government upon the sale, use, production, or transportation of materials which Seller shall be required to pay. All war-risk insurance, harbor charges, tolls, wharf age, demurrage, wharf handling or warehousing, together with any increase over current rates on marine or other insurance, shall be charged to Buyer as an addition to prices specified
3. Payment terms are net thirty (30) days from invoice unless otherwise provided on the face hereof or in writing. All payments due shall be in lawful money of the United States at the office of Seller. Past due balances are subject to a late payment charge of 18% per annum, or the maximum amount permitted by applicable law, whichever is less. If Buyer shall fail to make payments when due or if Seller shall become dissatisfied as to Buyer's financial responsibility, Seller reserves the right to cancel any offer or contract with Buyer or Seller may decline to make deliveries. Should it be necessary to assign Buyer's account to a collection agency or attorney because any sums owed by Buyer are overdue, all collection charges and legal fees shall be paid by Buyer.
4. Materials shall be shipped F.O.B. Seller's place of business except as otherwise provided on the face hereof. Seller's liability as to delivery ceases, and title and risk of loss for the products supplied hereunder will pass, upon making delivery of products purchased hereunder to carrier at shipping point in good condition. Title to and risk of loss for all products picked up by Buyer at Seller's designated shipping locations will pass to Buyer at the point the products are deposited by Seller onto Buyer's owned or leased equipment, and in the case of bulk liquid or solid products, title and risk of loss shall pass at the point of discharge from Seller's fill nozzle or discharge tube.
5. When in the opinion of Seller there is a period of shortage of supply of material for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable with no liability on its part for failure to deliver the quantity or any portion thereof herein specified.
6. Buyer assumes complete responsibility for, and agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action, including attorneys' fee and actual costs incurred as a result thereof, on account of injury to any person or any property damage, arising out of handling, transportation, storage, possession, processing, further manufacture or other use or resale of the products by Buyer or upon Seller's delivery to carrier at shipping point, whether or not said products are handled, stored or used singly or in conjunction with other products; provided however, this paragraph shall not operate to relieve Seller from liability resulting solely from Seller's negligent acts or omission.
7. All filled water and oil based products produced by RSL, except as noted below, will carry a 1 Year Guaranteed shelf life against bacterial contamination and spoilage. **All 55 gallon or greater bulk products, except as noted below, carry a limited 90 day warranty.** Any products shipped outside the United States carry a limited 90 day warranty. Be advised RSL Guarantee will be void unless the Buyer informs RSL in writing within three months from the date of purchase of any discrepancy in quality. We always recommend that you perform your own stability and Preservative Challenge testing as well at a Third Party testing lab such as Bioscreen. RainShadow Labs does not guaranty shelf life. You would need to have a third party test for shelf life performed for that information. RainShadow Labs formulates for a 2 year shelf life based on our Chemist's knowledge and historical data. .RSL will not guarantee the appropriateness of any packaging supplied by the Buyer unless RSL is specifically contracted to inspect and approve the packaging. RSL shall not be held liable for any implied guarantee or warranty or liability except as herein specifically provided. Within (30) thirty days after the date of receipt of any shipment of products under this quotation, Buyer shall examine any such products for any damage, defect or shortage. All claims for any cause whatsoever (whether such cause be based on contract, breach of warranty, negligence, strict liability, other tort or otherwise) shall be deemed waived unless made in writing and received by Seller within 180 days after Buyers' receipt of products with respect to which such claim is made. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing, further manufacture, other use or other resale of the products shall have taken place. Products shall not be returned without Seller's permission and transportation charges for return shall not be paid by Seller unless authorized in advance.
8. Return policy: Returns are not accepted for any reason once the custom product formula has been processed. Due to the nature of natural ingredients, there can be slight variations in color, viscosity and scent of all bases from batch to batch. These changes are NOT grounds for a return. RainShadow Labs sells wholesale only and all sales are final. Due to the nature of our products, we are unable to accept returns and still guarantee purity of product to our customers. Products will be replaced or credited to your RainShadow Labs account only to be used towards your next purchase, never refunded, in the case of a shipping error on our part or damage during shipping. If the product was damaged during shipping we will only replace the product once a claim has been issued by the freight carrier. We cannot issue a credit or replace product for accidentally ordering the wrong product, not liking the color, feel, viscosity, scent or any

other physical aspect of the product. We will also not refund or replace free of charge any product that has shelf life issues that may occur to pre-approved naturally preserved products or products that you alter in any way or stored incorrectly causing separation or damage to the product shelf life.

If we make a mistake, then we will immediately reproduce your product and will ship it to you via the originally requested method of transport. If you would like your replacement product shipped faster than ground you will need to pay the different in the freight.

Note: if you paid by credit card and an order is cancelled for any reason, then there will be an additional 4% fee for the loss that we incur from the credit card merchants for accepting your card for payment in the beginning.

Note: Cancellations, if allowed can only be done if we have not already started making your product or have not pre-ordered any required ingredients. Once production has begun, we cannot cancel, credit, or refund for any reason.

9. It is expressly understood that any technical advice furnished by Seller with reference to the use of its products is given gratis and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

10. Performance of Seller will be excused in case of God, war, riots, fire, explosions, floods, strikes, lockouts, injunctions, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accidents, breakage of machinery or apparatus, national emergency or because performance is made impracticable by the occurrence of any other unforeseeable contingency, or because of compliance in good faith with any applicable foreign or domestic governmental statute, regulation, order or other interference whether or not it later provides to be invalid or in any circumstances which are beyond the reasonable control of the parties, to the extent that the same prevent or delay the performance of obligations herein contained. Any delivery so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.

**11. LIMITATION OF REMEDIES: No claim of any kind shall be greater in amount than the purchase price of the merchandise in respect of which such damages are claimed, and failure to give notice of claim within 90 days from the date of delivery shall constitute a waiver by Buyer of all claims in respect of such merchandise. The remedy hereby provided shall be cancelled without liability, but the contract shall otherwise be unaffected.**

ATTORNEY'S FEES: If any legal action arises under this agreement or by reason of any asserted breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or attempting to enforce any of the terms, covenants or conditions, including costs incurred prior to commencement of legal action, and all cost expense, including reasonable attorney fees, incurred in any appeal from an action brought to enforce any of the terms, covenants, or conditions.

APPLICABLE LAW: This agreement is executed, delivered, and is intended to be performed in the State of Oregon, and shall be construed and enforced in accordance with the laws of the State of Oregon.

COMPLETE AGREEMENT: The Terms and Conditions contained herein will be the complete and exclusive statement of the terms of the agreement between the parties. No addition to, or modification of any of the Terms and Conditions will be effective unless made in writing and signed by the CEO of RSL.

VENUE: Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against any of the parties in Multnomah County District Court of the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

12. RSL is unable to offer any Guarantee or return policy for the following three categories of products. These Categories are:

1. VOLATILES: (Perfumes, Alcohol based sprays)
2. ANY FORMULAS/PRODUCTS ALTERED BY BUYER OUTSIDE OF RSL FACILITIES.
3. ANY CUSTOMER SUPPLIED FORMULAS, RAW MATERIALS AND/OR FINISHED PRODUCTS

The above three categories of products purchased from RSL will be sold starting November 1<sup>st</sup>, 2008 on an "As is" basis only.

13. All purchase orders and deposits are subject to acceptance by RainShadow Labs

14. It is agreed that any excise, sale, use, occupational, customs, or other tax by any legal agency will be paid by customer or "buyers" company. Products that are sold meet FDA requirements. It is the responsibility of the buyer to conform to any/all state, federal, and county regulations for any altering or packaging of products, bases, or sub-manufacturing with any products or ingredients sold to buyer.

15. Remittances shall be made payable only to RainShadow Labs and sent only to RainShadow's address. All funds to be paid in US Currency only.

16. It is acknowledged that in manufacturing, it is not always possible to make the exact quantity ordered. Buyer agrees to accept variance of approximately 10% (over or under) on the order and will be billed accordingly. Delivery of this order shall be contingent upon availability of materials, labor strikes, acts of God, riots, warfare, laws or regulations and/or conditions beyond the control of the seller. A time quote in good faith will be made from the time of the deposit and contract, etc. are returned or sent to RainShadow's office.

17. The buyer agrees that RainShadow's formulas are confidential and proprietary and seller holds customer responsible for the confidentiality of any of RainShadow's formulas or supplier information. The buyer agrees to reimburse the seller for all damages and legal costs occurring from the breach of confidentiality involving the above. **The buyer understands that there is a 50% NON-REFUNDABLE DEPOSIT and signed return of contract due with every custom/large bulk order before we start the order.**

**Deposit will be billed upon return of signed contract. Time frame on orders does not start until all customer supplied components are in house.** Other items due from the buyer may also hold up the order (such as customer supplied fragrances, bottles, etc.) and buyer will excuse seller from responsibility for delay of production run resulting there from. Any buyer alterations to the order after contract is signed may also cause delays. All freight is shipped FOB from St. Helens, Oregon.

18. SCENT, COLOR, VISCOSITY & TEXTURE. You understand and agree that RainShadow Labs will not replace, return or refund your product if it is not the exact viscosity or texture that you expected. While samples can give you a general idea of what a larger size will be like sometimes there can be slight differences. Other issues that do not warrant a replacement, return or refund are color or scent variations. You agree, understand and accept that ingredients do vary from lot to lot and thus a finished product can have slight variations

including, but not limited to color, scent, scent strength, viscosity and texture. You also understand and agree to accept that product changes can occur over a period of time, and that changes in color, scent, viscosity and texture are not necessarily immediate.

19. RainShadow Labs (“RSL”) does not participate in any way with the what or how a customer labels its product. RSL formulates per customer specifications. RSL does not endorse any claim made by an RSL customer. RSL does and will always provide accurate ingredient deck data per approved customer formula. Labeling claims should be verified through third party testing facilities. RSL will also provide customers with a link to the FDA regulatory guidelines in order for customers to be clear regarding which words and terms and claims are in fact regulated by the FDA. RSL does not assume any responsibility for customer meeting regulatory guidelines. Customer hereby unconditionally indemnifies and releases RSL, its entities, directors, officers, employees, and shareholders from any and all actions, liabilities, damages, losses, costs, expenses, claims and demands, including without limitation product labeling resulting directly or indirectly from RSL participation in customer’s product labeling.

20. The buyer also agrees to pay the balance due either: COD, Visa/Master Card, American Express, or N-30 days (if credit terms are approved). Buyer understands there is a 1.5% per month charge on all overdue accounts and a \$30.00 NSF fee for each bank return. By buyer’s signature, buyer acknowledges this purchase order may not be canceled and custom orders will be charged a storage fee of \$25.00 per day not to exceed a 15-day period. After 15 days the proper fees will be charged and order shipped.

21. Buyer may request experimental or “special formula” work. Talk to company Technical Advisor, Vanessa Johansson, for fees required. All formulas are the property of RainShadow Labs if the formula is produced at RainShadow’s facility.

22. Shelf Life, Safety & Efficacy Testing and Reports – Shelf life, safety & efficacy testing and reports shall be fulfilled by the purchaser. RSL expressly excludes any warranty of merchantability. There are no warranties which extend beyond the description of the face hereof. It is mutually understood that the above formula has not been tested or assessed for stability, safety or efficacy. RSL’s liability is limited to replacement cost of product only. Please contact RSL for a list of third party testing labs to assess this product.

23. FOOD AND DRUG ADMINISTRATION (FDA) DISCLOSURE Statements have not been evaluated by the FDA and are not intended to diagnose, treat or cure any disease. FORWARD-LOOKING DISCLAIMER This material may contain certain forward-looking statements and information, as defined within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, and is subject to the Safe Harbor created by those sections. This material may contain statements about expected future events and/or financial results that are forward-looking in nature and subject to risks and uncertainties. Such forward-looking statements by definition involve risks, uncertainties and other factors, which may cause the actual results, performance or achievements of RSL to be materially different from the statements made herein. LEGAL DISCLOSURE RainShadow Labs does not sell or distribute any products that are in violation of the United States Controlled Substances Act (US.CSA). The company does make and sell hemp-based products. Cannabidiol is a natural constituent of hemp oil.

24. In an industry where certainties are essential for the customers end game to be realized gracefully and abundantly, a dynamic dance ensues. Just as we cannot know exactly how each ingredient and formula will interact with every end users biology, we also cannot predict how a product will sit or settle over time. Regarding RSL fill lines, we are faced with a conundrum. RainShadow Labs can absolutely guarantee that a fill line will be where we say it will be at the time that the product is filled. RSL is unable to guarantee in any way where your fill line will be in two to six months when the product has settled and the microscopic air bubbles have deflated. Sometimes this is a non-issue. At other times, the drop in fill line over time does cause concern for customers or end users. We suggest that customers do not use transparent or clear packaging. Thus customer perception is not impacted as fill lines settle and drop. If this is not a viable option, RSL will gladly reformulate your product to remove potential problematic ingredients and hopefully minimize the drop in fill line over time.

RSL does not ensure or guarantee in any way that your approved fill line will remain the same over any stretch of time. This is beyond our scope of liability and impossible for us to control or ensure. Please be aware of this as you place filled product orders.

There is a \$88.00 fee for each drum ordered with a \$10.00 non-refundable cleaning charge and the balance being refunded if and when the complete drum is returned within six months of ordering.

**There is a \$15 per pallet fee for all shipments shipped out on pallets.**

**As of October 2005, rush fees are \$150.00 per order.**

The following is our understanding of your order. Please review all information provided, including billing and shipping addresses. By signing this contract the buyer agrees that they have received an acceptable copy of our packing list for review.

Ship To:	Bill To:
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X Project ship time is approx. \_\_\_\_\_ from the date we RECEIVE the \_\_\_\_\_ items below:  
\_\_\_\_\_ deposit \_\_\_\_\_ contract \_\_\_\_\_ bottles & caps \_\_\_\_\_ labels \_\_\_\_\_ fragrance \_\_\_\_\_ other \_\_\_\_\_,  
special ingredients as listed \_\_\_\_\_.

**2. Shipping Information: (REQUIRED)**

All order that are drop-filled into glass bottles, or orders that in total weigh over 350 pounds will be shipped on a pallet via LTL truck. All other orders will be shipped via UPS ground unless otherwise stated here: \_\_\_\_\_.  
**ALL FREIGHT CHARGES are paid directly to the LTL carrier/freight forwarded, not to RainShadow Labs, unless previously arranged.**

**LTL Truck Information:**

1. Is the delivery address for your order correct as listed above? \_\_\_\_\_
2. Is this location commercial or residential? \_\_\_\_\_ If the delivery address is a residence you will be required to contact the freight company the day after it leaves our location and schedule a deliver on your end. The trucks will not just show up. If you schedule a delivery and are not there to receive it you will be billed a re-delivery fee that will be paid by you directly to the freight company.
3. Is there a delivery dock and/or fork lift, and a pallet jack at this location? \_\_\_\_\_
4. Is there someone else that should be contacted regarding shipping decisions at your company? If so please list their name, address and phone number here: \_\_\_\_\_
5. Do you have to be notified prior to delivery? \_\_\_\_\_

If this section is not filled out we will ship how we feel is best and you will be responsible for payment.

**3. Customer Signature: (REQUIRED)**

I have read the **Order Verification and Terms & Conditions** and verify this order.

**Deposit will be billed upon return of signed contract. Time frame on orders does not start until all customer supplied components are in house.**

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Company \_\_\_\_\_

4. I will pay deposit by Credit card # \_\_\_\_\_, exp date \_\_\_\_\_,  
3 /4 digit code \_\_\_\_\_

Signature as it appears on card \_\_\_\_\_.

Exact Credit Card Billing Address: \_\_\_\_\_

Remaining balance will be paid by check \_\_\_\_\_, wire transfer \_\_\_\_\_, Net-30 (if approved) \_\_\_\_\_,

Or credit card \_\_\_\_\_, exp date \_\_\_\_\_, 3 /4 digit code \_\_\_\_\_

Exact Credit Card Billing Address: \_\_\_\_\_