

SAFE SUGAR™ — Commercial Terms & Conditions

Institutional Metabolic Nutrition Infrastructure

Seller	Lathell Nutraceuticals LLC
Governing Law	State of Nevada, USA
Effective Date	[Insert Date]

Key Commercial Rule: Deposit before production (50% non-refundable deposit to initiate production; 50% balance due prior to shipment).

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1. Scope & Acceptance

These Terms ("Terms") apply to all quotations, sales, supply agreements, invoices, and transactions involving SAFE SUGAR™ and related products supplied by Lathell Nutraceuticals LLC ("Seller").

Acceptance of any quotation, invoice, order confirmation, or payment constitutes acceptance of these Terms. No modification is binding unless agreed to in writing by Seller.

2. Orders & Confirmation

All orders are subject to written confirmation by Seller. No order is binding until confirmed in writing and required deposit is received.

Seller may accept or reject any order at its sole discretion.

3. Pricing

All prices are quoted in United States Dollars (USD) unless otherwise specified. Prices may change prior to order confirmation.

Shipping, freight, insurance, duties, VAT, taxes, and customs charges are excluded unless expressly stated.

4. Payment Terms

Production scheduling begins only upon confirmed receipt of cleared deposit funds. Seller may suspend production or shipment for overdue balances.

Failure to remit final payment prior to shipment may result in cancellation without refund of deposit.

- 50% non-refundable deposit required to initiate production
- 50% balance due prior to shipment

5. Late Payment

Unpaid balances beyond the due date accrue interest at 1.5% per month (18% annually) or the maximum permitted under Nevada law, whichever is lower.

Buyer is responsible for reasonable collection costs, including attorney fees and arbitration expenses.

6. Minimum Order & Batch Policy

Seller may establish minimum batch quantities based on production requirements and raw material sourcing. Unless otherwise agreed:

- Custom production runs are non-cancelable once initiated
- Deposits apply to the full reserved batch
- Seller may consolidate pilot quantities into a single batch Minimum order quantities (MOQ) will be confirmed in writing.

7. Delivery Terms

Delivery terms: FCA – Seller's Facility (USA) under Incoterms® 2020. Risk transfers to Buyer when goods are made available to the carrier at Seller's facility.

Buyer is solely responsible for:

- Freight arrangements
- Export and import clearance
- Duties, tariffs, VAT, and customs fees
- Regulatory approvals in destination country Seller is not liable for delays caused by carriers, customs authorities, or regulatory agencies.

8. Lead Time

Estimated lead times are provided upon order confirmation and deposit receipt. Lead times are estimates only and not guaranteed delivery dates.

9. Quality & Documentation

Each batch is accompanied by a Certificate of Analysis (COA). Buyer must inspect goods within five (5) business days of receipt.

Claims must be submitted in writing within the inspection period. Failure to notify Seller within this timeframe constitutes acceptance.

10. Returns & Remedies

Returns are accepted only for verified quality defects confirmed by Seller. Seller's sole obligation is limited to:

- Replacement of defective goods, or
 - Refund of the purchase price of affected goods
- No returns for improper storage, mishandling, moisture exposure, regulatory seizure outside Seller's control, or change of buyer requirements.

11. Storage & Handling

After risk transfer under FCA terms, Buyer assumes full responsibility for proper storage, temperature/humidity control, contamination prevention, and handling integrity.

Seller is not responsible for degradation resulting from improper storage or transportation conditions after risk transfer.

12. Regulatory Compliance

Buyer is solely responsible for compliance with local regulations, import permits/approvals, institutional authorizations, and labeling compliance in the destination jurisdiction.

Seller makes no guarantee of approval in any specific country.

13. Intellectual Property & Confidentiality

All proprietary formulations, specifications, technical data, and know-how remain the exclusive property of Seller.

Full technical disclosure requires an executed NDA and applicable deposit or commercial agreement. Unauthorized disclosure or reverse engineering is prohibited.

Seller may seek injunctive relief for IP violations.

14. Limitation of Liability

Seller's total liability shall not exceed the purchase price of goods supplied. Seller is not liable for consequential/indirect damages, lost profits, regulatory delays, customs seizures, or institutional approval delays.

15. Force Majeure

Seller is not liable for failure or delay due to events beyond reasonable control, including supply chain disruptions, government actions, export restrictions, natural disasters, and transportation failures.

16. Attorney Fees

In any dispute arising from these Terms, the prevailing party may recover reasonable attorney's fees, arbitration costs, and enforcement expenses.

17. Dispute Resolution & Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms shall be resolved through binding arbitration.

- Venue: Nevada, USA
- Administered by a recognized arbitration body (e.g., AAA)
- Language: English
- Award is final and enforceable in any court of competent jurisdiction Both parties waive the right to trial by jury. Seller retains the right to seek injunctive relief for IP protection.

18. Governing Law

These Terms are governed by and construed under the laws of the State of Nevada, USA.

19. Entire Agreement

These Terms constitute the entire agreement between Seller and Buyer unless superseded by a separately executed written contract.

Commercial Note:

If you are requesting technical disclosures or full specifications, NDA plus required deposit/terms apply.

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