

DNA HEALTH INSTITUTE™, CRYOGENIC DIVISION LLC

TERMS & CONDITIONS

OPENING AN ACCOUNT

DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC accepts orders from licensed and experienced medical professionals and/or established and recognized spas and salons only. To open an account, proof of business and professional status as well as signed Terms & Conditions and completion of our Company Information Form is required. Only authorized and/or trained facilities and spas can use professional or sell retail DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC products. DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC reserves the right to select and limit the clients to distribute to.

OPENING ORDER: \$2200

The opening order can include retail products, professional products, or both combined. An opening order qualifies for training and promotional materials. No minimum on subsequent orders.

TO PLACE AN ORDER

There are three ordering options:

- 1) Fax us 24 hours a day: 805-654-9978
- 2) Call: 805-654-9363 or toll free at 800-676-4616
- 3) Email to: info@dnaskin.com

Please fully complete the DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC order form and quote the indicated product code on the price list.

COMPLETION OF THE DNA HEALTH INSTITUTE CERTIFICATION TRAINING

Within 6 (six) months of an opening order all licensed medical professionals administering DNA CryoStem products are required to attend the DNA Certified Practitioner training.

USE OF DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC PRODUCTS

Only authorized spas and personnel are authorized to use and/or sell DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC skin care products. Professional products are not to be resold. All products and promotional materials are to be used solely by the authorized facility or individual named and addressed on the invoice. At no time may any materials or products be re-sold or transferred to another location without written consent from DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC.

Any production or reproduction of DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC products including and not limited to: product, packaging, promotional materials, image, concept, logo or name are prohibited unless authorized in writing by DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC.

RETAIL PRICING STANDARDS

In order to protect you, our client, as well as the integrity of DNA HEALTH INSTITUTE products, DNA HEALTH INSTITUTE supports a standardized, retail pricing model that facilitates fair and reasonable distribution of DNA products and related services. Please consult the DNA Health Institute's Wholesale Price List for suggested retail pricing.

TRADESHOW PURCHASES

DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC reserves the right to open accounts with clients who make purchases at tradeshows. Purchases resulting from tradeshows DO NOT automatically qualify as authorized accounts and will be reviewed on a case by case basis. There will be no refunds or exchanges on products purchased at tradeshows.

PAYMENT OPTIONS

All orders may be paid by VISA, M/C, American Express, or company check. Payments returned for insufficient funds will incur a \$35 service charge. The client is responsible for any legal fees that may be incurred due to payment collection. Overdue accounts will be charged a 5% monthly interest fee.

PRICE CHANGES

Every effort is made to inform our clients prior to making any price changes. However, prices are subject to change without notice.

BACK ORDERS

Every effort is made to have the product you need in stock at the time of your order. However, to provide you with the freshest products possible, we do not stock large volumes and back orders may occur.

WEB ADVERTISING

Clients must have written authorization from DNA HEALTH INSTITUTE before displaying or selling any products on the Internet or linking to the DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC web site. DNA HEALTH INSTITUTE has the right to prohibit Internet sales of products and it is up to the account holder to update DNA HEALTH INSTITUTE regarding changes to distribution practices.

MEDIA REGULATIONS

Clients must have written authorization from the DNA HEALTH INSTITUTE prior to participating in any publicity or media outlet, including but not limited to television, radio and print, related to the DNA HEALTH INSTITUTE'S company identity, product line or personnel.

SHIPPING SERVICES

Unless otherwise requested, orders will be shipped by United Parcel Services to ensure prompt delivery. Clients can select from three different levels of service including: 3 day select air, 2 day air, overnight air, and ground shipping. Orders containing DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC CryoStem Frozen Products **must be** shipped Next Day Air. Customer must be available to accept shipment of perishable products. Shipping charges are determined at the time of shipping and will be added to the invoice. Please note, our minimum shipping & handling charge is \$15.00.

REFUSAL OF SHIPMENT

If any shipment is returned due to delivery refusal, or if the shipment is undeliverable, a 25% restocking fee plus applicable shipping costs will be applied to client's account. New shipping charges will be incurred to resend the shipment. Subsequent shipments will be held until the client's account balance is cleared.

DAMAGED SHIPMENT

If the products are damaged during shipping, please keep the damaged products in the original shipping carton and immediately notify DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC and/or the courier. UPS will require a damage inspection and claim for reimbursement. DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC will immediately send a replacement of damaged products to accommodate the client.

RETURNS

The DNA Health Institute, Cryogenic Division, follows strict safety standards (in compliance with the appropriate European and U.S. regulatory agencies) and manufacturing guidelines in the manufacture of the DNA CryoStem Skin Therapy System™ products (cryogenic/frozen fresh cells and skin care products). At the time of shipment from our facility, the DNA Health Institute guarantees the quality, efficacy, all inspections and approvals by appropriate regulatory agencies, and safety of our products.

In order to maintain the highest quality standards for all DNA CryoStem™ products and to ensure consumer safety, health, and welfare, we will not accept product returns from customers.

REQUIRED CONDITION OF STORAGE

DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC requires the storage of all DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC products in a climate controlled environment (5-20°C, 40-65°F), away from direct sun exposure and dampness. DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC CryoStem Therapy products must be stored in a working freezer. DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC products must be handled with hygienic care, using pipettes to handle the products is mandatory.

DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC cannot take responsibility for the condition of the products shipped by ground transportation. This is due to the possibility of exposure to severe climate conditions during product transportation.

NOTE: Any vendors other than the DNA HEALTH INSTITUTE, CRYOGENIC DIVISION LLC selling DNA CryoStem Products are considered fraudulent and will be prosecuted to the fullest extent of the law.

By placing an order and for all subsequent orders, you agree to accept all terms and conditions mentioned above.

By placing an order, I declare that I have read and agree to the terms and conditions specified by DNA Health Institute, Cryogenic Division LLC. I also declare that I am authorized to place orders and take full responsibility for acceptance and payment of all future orders placed under our account.

Signature Required

Company Name

Please Print Name and Position

Location of Product Use: Address

Date

City, State, Zip

_____ **Please initial**