

## DELIVERY, CLAIMS and RETURN POLICY

All purchases from BPI LABS, LLC "BPI" are subject to this Delivery, Claims and Returns Policy and the Terms & Conditions found here. All capitalized terms not defined in this policy have the meaning set forth in the Terms & Conditions. By purchasing from BPI, you agree to this Delivery, Claims and Returns Policy.

**Delivery:** All Products purchased from BPI are subject to a standard 2 Day shipment or as otherwise applicable to product specifications. For more information regarding shipment and delivery, Customer must contact a BPI sales representative.

All orders ship Monday-Thursday, excluding holidays.

No insurance is made on shipments by BPI, unless arranged by Customer prior to shipping. BPI assumes no responsibility or liability for loss or damage by reason of delay or inability to ship for any reason whatsoever.

The Customer agrees that BPI is not responsible for shipment delays or failures to ship due to product or material shortages, strikes or labor disputes, transportation delays, manufacturer shortages or delivery disruptions, force majeure or catastrophic events, fire, seasonal supply disruptions, or other causes beyond the reasonable control of BPI, and shall not be held liable for any loss resulting therefrom.

**Claims:** BPI takes great care and diligence when packing and shipping all orders to ensure accuracy and efficiency.

Customer must inspect its order thoroughly upon receipt. In the event of in-transit damage or shortage, the Customer must report such in-transit damage or shortage within 48 hours to a BPI Customer Service Representative and provide documentation by the carrier prior to Customer accepting the package/shipment. If damaged in-transit, the carrier must perform an inspection.

Customer shall not accept any shipment until carrier makes a damage notation on the delivery slip/waybill.

All returns under this provision shall be treated by BPI on a case-by-case basis. In the event of in-transit damage or shortage, BPI shall, at BPI's sole discretion, either return the Products to BPI at BPI's expense or credit the invoiced price of such Products to Customer.

**Returns:** BPI return policy is to preserve the quality of its Products and to conform with current Good Manufacturing Practices regulations set forth by relevant regulatory bodies. As such, BPI is unable to accept returns on products.

**Recall:** In the event of a recall, BPI will advise all Customers subject to the recall and provide Customers with instructions in order to comply with such recall.