

Pharmco Labs Inc. Policies, Terms and Conditions

Pharmco reserves the right to make reasonable changes to policies, terms, and conditions at any time to ensure quality, efficiency, and customer satisfaction.

Customer Service 1-800-635-0712

All order placement, comments, questions, or complaints must be handled through our customer service department. Customer service will direct client inquiries to the appropriate departments.

Lead times

Lead times vary depending on order and can be determined once the order is placed. Most stock orders ship within 48 hours. Custom products may take longer.

Payment Methods

Visa, Mastercard, American Express or Discover, Company Checks accepted. Personal checks are accepted but held for clearance. A copy of professional or establishment license must be on file prior to ordering. Resale tax numbers are required where applicable.

Ordering Information:

Phone 800.635-0712 ext. 10 Telina Abell

Fax 321-268-1377

Email orders to: sales@pharmcolabs.com

Important: The following information must be on file before any products or samples can ship to customers: 1. A copy of professional or establishment license. 2. Signed copies of Pharmco's Policies, Terms and Conditions 3. A copy of resale tax certificate (if applicable).

Minimum order requirements

150.00 Minimum order for domestic. 500.00 minimum order for international.

Contract manufacturing

Requires a 50% deposit in advance and balance of payment is due in full when product is ready to ship. Shipping charges are the responsibility of customer via pre-paid and add or collect.

International customers

Must make their own shipping arrangements and are responsible for all shipping/duties/taxes incurred between countries.

Stock samples

Are limited and available on some products.

Custom formulation packaging

10% +/- quantity ordered allowance when packaging custom formulations.

Returned checks

35.00 fee for returned checks

F.O.B

Freight is FOB Titusville, Florida 32780

Delivery

UPS requires a signature upon delivery.

Shipment damages

Save the original carton or box. It is necessary for you to call UPS immediately 1-800-pick-ups or go to www.ups.com. Have your tracking number and package ready for damage inspection and claim for reimbursement.

Shipment Refusal

In case an order is returned, due to the customer being unavailable to sign, or no one there to pay COD amounts, the customer will be responsible for shipping charges, and a 25% restock fee.

Out of Stock Items

Product stock is offered for sale while supplies last. No liability for delay or non-supply is accepted by Pharmco. There is no complimentary or discounted shipping for out-of-stock items.

Returns

Call customer service to obtain a Return Authorization Number. Returns are subject to restocking fee. No returns can be accepted 4 weeks after delivery date. No returns allowed on custom bulk products. Unauthorized returns will be discarded and no credits issued.

Defective Products

Refunds will not be issued until lab verifies defect. If no defect is found, no refund will be issued. Product will be returned at customers expense. If a manufacturing defect is found in the product, a credit will be issued to account, or product will be replaced.

Retailer Staff

No responsibility will be accepted by Pharmco for untrained or unqualified personnel using or mis-using any products supplied.

Legal and Debt Collections

If at any time Pharmco needs to resort to such process as debt collection on overdue accounts, legal and debt collections costs will be incurred in full by the buyer.

These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by Pharmco Laboratories, Inc. to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and Pharmco Laboratories, Inc. have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of Pharmco Laboratories, Inc. in the United States. Any waiver by Pharmco Laboratories, Inc. of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder.

I have read and agree to the terms contained in this document.

_____ Date _____
Authorized Representative Signature

Authorized Representative Name (please print)

Company Name

Company Address

Private Label Options

Option 1

Bulk products 1 gallon to 55 gallon.

Customer is responsible for filling/labeling of product. Ingredients are provided.

Note: In the U.S., labels must comply with FDA labeling regulations: 21 CFR-Cosmetics Labeling.

Option 2

Prepackaged stock products with Pharmco Laboratories Logo design, ingredients and directions. No minimums.

Option 3

Prepackaged stock products with ID and lot code imprinted on bottom. Customer applies own label.

Note* In the U.S, labels must comply with FDA labeling regulations: 21 CFR-Cosmetic Labeling

Option 4

Custom or stock formula in customer provided containers. Contract manufacturing. Please call to inquire.

Note* In the U.S, labels must comply with FDA labeling regulations: 21 CFR-Cosmetic Labeling

Formulating Policies

Custom Formulations \$75.00 per hour lab fee w/1 hour minimum

Please allow 6-12 weeks for custom formulations.

- Formulation requests **without exact percentages and mixing procedures** but only an **ingredient list**, are considered **Pharmco Formulations** where Pharmco will manufacture and package the product.
- Formulations provided by a client, including percentages **and** mixing procedures are considered **Client Formulations**, where Pharmco will manufacture and package product.

Upon completion of the formula, samples will be shipped to client. Shipping cost for samples to be paid by Client and the Lab fee will be paid prior to shipping.

Any changes requested by the client will be considered a new formula and subject to the per hour lab fee.

Once the samples of the **Pharmco Formulation** have been approved, the client will have 3 options:

Option 1: Customer submits a **desired requirement** including quantity, packaging, shipping & any special instructions (shrink wrap, spoons, inserts, etc). Pharmco will provide an invoice and the client will sign off and make payment arrangements. 50% deposit to be paid before work starts on the order.

Option 2: The formula is exclusive to the customer and a confidential copy of the formula is provided to the customer. Cost is \$2500. We will sign a Non-Compete Agreement and a Non-Disclosure Agreement with the Client. Pharmco **will** manufacture, and package product. Customer submits a desired requirement including quantity, packaging, shipping & any special instructions (shrink wrap, spoons, inserts, etc). Pharmco will provide an invoice and the client will sign off and make payment arrangements. 50% deposit to be paid before work starts on the order.

Option 3: The formula is exclusive to the customer and a confidential copy of the formula is provided to the customer. Cost is \$5500 (includes exact INCI ingredients and percentages, manufacturing procedure, and batch specifications). We will sign a Non-Compete Agreement and a Non-Disclosure Agreement with the Client for the exact formulation only. Pharmco **will not** manufacture, or package the product. Payment COD.