



SINGLE UNIT ORDERS (USD)	BULK UNIT ORDERS WITH DISPLAYS (USD)
<input type="checkbox"/> 100 at \$12 per unit	<input type="checkbox"/> Under 15 Displays at \$14 per unit
<input type="checkbox"/> 200 at \$11 per unit	<input type="checkbox"/> 15 Displays at \$13 per unit
<input type="checkbox"/> 500+ at \$10 per unit	<input type="checkbox"/> 30 Displays at \$12 per unit
	<input type="checkbox"/> 60 Displays at \$11 per unit
	<input type="checkbox"/> 100+ Displays at \$10 per unit

Last Updated: 23rd August, 2010

ALL SALES MADE BY PORTNOLOGY, INC. ("PORTNOLOGY") FOR THE ZUUP ARE MADE TO BUYER ON THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE SALE. INCONSISTENT OR ADDITIONAL TERMS, INCLUDING INACCURATE PRICES IN BUYER'S ORDER, IMPOSE NO OBLIGATION ON PORTNOLOGY. ANY AGREEMENT IMPOSING ADDITIONAL OR DIFFERENT OBLIGATIONS ON PORTNOLOGY MUST BE IN WRITING AND SIGNED BY AN OFFICER OF PORTNOLOGY.

## 1. PRICES, TAXES AND DELIVERY

Prices are exclusive of all national, federal, state, municipal, local or any other governmental, excise, sales, use, occupational, or like taxes or duties now in force or enacted in the future and all such amounts shall be paid by the Buyer.

## 2. TERMS OF PAYMENT

All amounts due are due within 30 days of date of receipt. If the amount is paid within 15 days, 2% of total will be taken off. Any amounts which are not paid when due shall bear interest at the rate of 10% per annum, compounded annually, or the maximum legal rate of interest, if less.



**PORTNOLOGY™**  
LUXURY HEALTH. REDEFINED.

### **3. SALE CONVEYS NO LICENSE**

The ZUUP is offered for sale and is sold by PORTNOLOGY subject to the condition that such sale and the furnishing of any accompanying manuals or information does not convey any license, expressly or by implication, estoppel or otherwise, under any patent or other intellectual property right. PORTNOLOGY is the owner of all rights, title and interests in and to ZUUP and PORTNOLOGY's trademarks, trade names, patent rights, know-how, and other intellectual property, in any form or embodiment thereof ("PORTNOLOGY Intellectual Property") and the goodwill attached or which shall become attached thereto. PORTNOLOGY expressly reserves all its rights under the PORTNOLOGY Intellectual Property and all use of the PORTNOLOGY Intellectual Property by Buyer will inure to the benefit of PORTNOLOGY and Buyer will not acquire any patent or other right in the PORTNOLOGY Intellectual Property.

### **4. LIMITED WARRANTY**

PORTNOLOGY provides a Limited Warranty to the retail purchase of ZUUP. Buyer shall not alter, amend or enlarge the Limited Warranty and PORTNOLOGY shall not be responsible for any representations, statements or warranties made by Buyer to retail purchaser or others regarding ZUUP and Buyer shall indemnify PORTNOLOGY from and against any claims by third parties arising from or based on Buyer's statements, representations, warranties or claims.

### **5. GENERAL TERMS**

a. The terms and conditions as set forth herein shall constitute the entire agreement between PORTNOLOGY and the Buyer. PORTNOLOGY shall not be bound by any terms of Buyer's order that are inconsistent with the terms herein set forth.

b. The terms and conditions shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of these express terms.

c. The sale of the ZUUP and terms and conditions, governed by, and shall be construed in accordance with the laws of the State of Nevada, USA and venue in any judicial proceeding shall be in a court of competent jurisdiction in Nevada, USA.



d. Reasonable attorney's fees and costs shall be awarded to the prevailing party in the event of litigation involving the sale of ZUUP or enforcement or interpretation of these terms and conditions.

## 6. SHIPPING TERMS

a. The terms and conditions as set forth herein shall constitute the entire agreement between PORTNOLOGY and the Buyer. PORTNOLOGY will fulfill the requested order of the Buyer, as agreed upon in this document by December 1st. Buyer's orders will only be fulfilled by this date if the Buyer's respective retail locations and/or Distribution Centers are located in the continental United States.

b. The terms and conditions can be modified due to external factors that complicate the delivery of product to PORTNOLOGY's distribution center located in Nevada, USA. External factors include any event that may disrupt the shipping process along our logistics chain.

ITEMS	QUANTITY	UNIT PRICE (USD)	TOTAL (USD)
Zuup			
Shipping/Insurance			
Taxes			
<b>TOTAL DUE</b>			



**PORTNOLOGY™**  
LUXURY HEALTH. REDEFINED.

**Portnology, Inc.**

4275 Executive Square, Suite 325  
La Jolla, CA 92037

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
James Carroll  
Sales Director

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**