

RxNatural.com Terms of Purchase and Copyright

The terms and conditions set forth in these terms of purchase (this ("Agreement") and the "Terms of Access" constitute the entire agreement between RxNatural™ ("RxNatural™") and you (the "Buyer") concerning product purchase through the Website. Capitalize terms used herein shall have the meaning as defined herein, or if not defined, as defined in the Terms of Access.

1. Offer and Acceptance

By ordering a product on the Website, Buyer shall be deemed to have made an offer to buy the specified product from RxNatural™ pursuant to this Agreement. The acceptance and fulfillment by RxNatural™ of any order placed on the Website is subject to Buyer's acceptance of all of the terms of this Agreement.

2. Prices, Availability and Taxes

Prices of product on the Website are subject to change at any time without notice. All products may not be available in all areas. Product availability is subject to change at any time and RxNatural™ makes no representations of warranties regarding product availability. Buyer shall be responsible for any tax or other governmental charge due to the sale, use or delivery of the product, including, but not limited to, PST and GST. All applicable taxes and other charges will be added to the purchase price.

3. Payment

When ordering products on the Website, Buyer may use VISA or MASTERCARD. RxNatural™ will not accept checks or COD payments. If Buyer fails to pay for any products received, RxNatural™ shall have the right, in addition to other remedies, to suspend or cancel further deliveries, and to proceed in any court of proper jurisdiction against Buyer for all amounts due to RxNatural™, including, but not limited to, attorney fees, costs and interest.

If an order seems suspicious in any way (for e.g. orders over \$1000 or over 30 items), Buyer is required to prepay by Certified Cheque or Money Order. If buyer refuses to prepay then RxNatural™ reserves the right to refuse the order.

4. Shipping, Title and Risk of Loss

RxNatural™ will ship products using the shipping method selected by Buyer on the Website. All sales are made F.O.B., the shipping point. RxNatural™ shall use reasonable efforts to cause products to be delivered to Buyer by requested delivery dates, but shall in no event be liable for any losses or damages caused by delay or non-delivery of products. Buyer shall be responsible for all shipping charges. Title and risk of loss in the products shall pass to Buyer upon RxNatural™ (or its agent's) delivery to the carrier at the shipping point.

5. Returns, Changes and Cancellation

See our Returns policy.

6. Disclaimer of Warranties

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING NONINFRINGEMENT, THE PRODUCTS, OR THE MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. Buyer is solely responsible for determining the suitability of the products for the uses and applications contemplated by Buyer. Buyer assumes all risks and liabilities arising out of possession, use, or resale of the products, whether used singly or in combination with other material, including, but not limited to, any risk or liability based on alleged negligence on the part of RxNatural™.

7. Buyer's Representations

Buyer represents that he/she has the requisite power and authority to enter into this Agreement and to perform the obligations under this Agreement. Buyer represents that he/she has provided accurate information to RxNatural™ in purchasing products through the Website and that his/her offer to purchase products complies with all applicable laws. Buyer acknowledges and agrees that he/she is solely responsible for compliance with all applicable laws and regulations concerning Buyer's purchase, possession, use, or resale of the products. Buyer further represents that he/she is familiar with the characteristics of the products, and will comply with all laws, regulations, and standards applicable to the possession, handling, processing or use of the products by Buyer, including, but not limited to, the Occupational Safety & Health Act of 1970.

8. Indemnification

Buyer shall defend, indemnify and hold RxNatural™ and its suppliers, including, but not limited to, their affiliates, agents, assigns, attorneys, employees, insurers, officers, predecessors, representatives, and successors, harmless from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury or to death of Buyer or other persons) arising from or connected with (a) a breach by Buyer of this Agreement or (b) the possession, handling, use, or resale of the products by Buyer or others, including, but not limited to, any claims alleging negligence on the part of RxNatural™. RxNatural™ may participate in the defense of any such claim for the further protection of its own interests.

9. Limitation of Claims

Without limiting the scope of any other terms and conditions herein, any and all claims related to products sold to Buyer through the Website shall be made within thirty (30) days after receipt of the product to which the claim relates, or if for non-delivery, after the scheduled delivery date thereof. Buyer's failure to give RxNatural™ written notice of any claim within the applicable time period shall

RxNatural.com Terms of Purchase and Copyright

constitute an absolute and unconditional waiver of such claim. In no event shall Buyer commence any action against RxNatural™ related to products sold to Buyer through the Website later than one year after receipt of the product giving rise to such action.

10. Limitation of Liability

Without limiting the scope of any other terms and conditions herein, including RxNatural™ disclaimer of warranties, no claim of any kind, whether as to products delivered or for non-delivery of products, or otherwise, and whether based on contract, breach of warranty, negligence, strict liability, indemnity, contribution, or otherwise, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. IN NO EVENT SHALL RxNatural™ BE LIABLE FOR LOSS OF BUSINESS, LOSS OF PROFITS OR GOOD WILL, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM IS BASED ON CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, AND NOTWITHSTANDING ANY CLAIM THAT SUCH LOSSES WERE REASONABLY FORESEEABLE TO RxNatural™ OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11. Force Majeure

Without limiting the scope of any other terms and conditions herein, RxNatural™ shall not be responsible or liable for any delay or failure to deliver any or all of the products for causes beyond its reasonable control, including, but not limited to, any cause or circumstance which makes impracticable the production, transportation or delivery of the products. RxNatural™ may cancel an order to the extent the quantity not delivered is due to any such cause or circumstance. In no event shall RxNatural™ be obligated to purchase products to replace any quantity not delivered due to any such cause or circumstance. In the event of any cause or circumstance excusing RxNatural™, RxNatural™ shall have the right to allocate any remaining product supply among its customers, including those not under contract, in a fair and reasonable manner, and Buyer hereby releases RxNatural™ from responsibility or liability for any resulting incomplete fulfillment of Buyer's order.

12. General

a) No waiver by either party of any breach of any terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other terms or condition herein. Nothing contained herein shall limit the remedies of RxNatural™ in the event of Buyer's breach of this Agreement.

b) All notices related to this Agreement shall be in writing. The parties expressly agree that electronic communications shall be considered "writings" for all purposes under applicable law. If notice is not sent by electronic communications, notices shall be deemed given when delivered to or deposited in Canada mail, first class, postage prepaid, and, if to Buyer, sent to the address identified by Buyer when registering to purchase products through the Website and, if to RxNatural™, 2650 Lawrence Ave. East, Unit 3, Scarborough, Ontario, M1P 2S1, Canada.

c) If any terms and conditions herein are held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other term or condition herein.

d) These Terms and Conditions shall be governed by and construed under the laws of the Province of Ontario, Canada, without regard to conflict of laws principles. Any legal action with respect to any transaction subject to this Agreement must be commenced within one year after the cause of action has arisen. Any actions arising out of products purchased through the Website shall be commenced in the provincial courts of Ontario. Buyer agrees to submit to the jurisdiction of these courts and waives any claim that venue is improper for any reason in these courts.

Copyright

Please read this Copyright Notice carefully before using this site. By using this site, you signify your consent to the terms of this Copyright Notice. If you do not agree to the Terms, please exit the site.

Terms

1. You should assume that everything you see, read or hear on this site is protected by copyright, design right and/or other intellectual property rights unless otherwise stated and may only be used in accordance with these Terms. RxNatural™ does not warrant or represent that your use of materials displayed on this site will not infringe rights of third parties not owned by or affiliated with RxNatural™. Images, illustrations, graphics, text, etc, are either the property of RxNatural™ or third parties who have licensed their rights to RxNatural™. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms. Any unauthorized use of the images may violate copyright laws, trademark laws and/or other regulations and statutes.

2. The trademarks, logos and designs displayed on the site, are the property of RxNatural™ or third parties who have licensed their rights to RxNatural™. Nothing contained on the site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the site without the written permission of RxNatural™ or such third party that may own the trademarks displayed on the site.

RxNatural.com Terms of Purchase and Copyright

3. You may download, print and store selected portions of the content of the site provided that you (i) only use these copies for your own personal, non-commercial use, (ii) do not copy or post the content on any network computer or broadcast the content in the media, and (iii) do not modify or alter the content in any way. No right, title or interest in any downloaded materials is transferred to you as a result of any such downloading. RxNatural™ reserves complete title and full intellectual property rights in any content you download from this site. Except as noted above, you may not copy, download, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from the content without obtaining written permission from RxNatural™ in advance.

4. RxNatural™ has not reviewed all of the sites linked to this site and is not responsible for the contents of any off-site pages or any other sites linked to this site. Your linking to any other off-site pages or other sites is at your own risk.

5. This site may contain links to other Web sites operated by third parties other than RxNatural™. Such links are provided for your convenience only. RxNatural™ does not control such Web sites and is not responsible for their content. The fact that this site contains links to other sites does not mean that RxNatural™ approves of, endorses or recommends those sites, nor does it imply any association with their operators. RxNatural™ disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site and disclaims all responsibility for any loss, injury, claim, liability or damage of any kind resulting from any third party Web sites or content therein directly or indirectly accessed through links in this site.

6. RxNatural™ may at any time revise these Terms by updating this posting. You are bound by any such revision and should therefore periodically visit this page to review the current Terms to which you are bound.

7. These Terms shall be governed by and construed under the laws of the Province of Ontario, Canada, without regard to conflict of laws principles. Any legal action with respect to any transaction subject to these Terms must be commenced within one year after the cause of action has arisen. Any actions arising out of products purchased through the Website shall be commenced in the provincial courts of Ontario. Buyer agrees to submit to the jurisdiction of these courts and waives any claim that venue is improper for any reason in these courts.

RxNatural™
c/o Torrance Compounding Pharmacy
2650 Lawrence Ave. East, Unit 3
Scarborough, Ontario, M1P 2S1
Canada
Telephone : +1 416 289 6248
Fax : +1 416 289 4253
General Information : info@torrancepharmacy.com
Sales Department : sales@torrancepharmacy.com