



Re-labeling and Re-packaging Agreement

This Re-labeling and Re-packaging Agreement ("Agreement") is entered into by and between Certol International LLC a Colorado Limited Liability Company with its principal place of business at 6120 East 58th Avenue, Commerce City, Colorado, 80022 ("Company"), and _____ ("Customer") for the re-labeling and re-packaging of Goods.

This Agreement shall be a yearly agreement commencing on _____, 20__ and ending on December 31, 20__. This Agreement shall continue year to year as long as the Customer is buying Goods from the Company. This Agreement may be terminated by either party with a thirty-day notice to the other party.

Customer agrees to allow the Company's product names and trademarks to appear on the Customer's product packaging that contain the Goods, or are derived from the Goods. The Customer further agrees to incorporate labeling materials supplied by the Company into the Customer's product packaging for all of the Customer's products that contain, or are derived from the Goods. Re-packaging the Company's Goods is meant to reduce plastic waste and encourage recycling programs.

Customer agrees to re-package Company's Goods into containers from the Company which meet UN specifications. Packaging must be clean, non-contaminated containers that represent the Company's high quality and standards. Customer further agrees to package, label, and ship the Company's product in a manner pursuant to all rules and regulations promulgated by any and all local, state and federal agencies.

Customer agrees that once the Goods and labels are shipped by the Company, the Customer assumes all liability with regard to labeling the Goods, packaging the Goods and shipping the Goods. Customer agrees to request labels through the Company's customer service department. Customer agrees that all repackaged product will display the Customer's information (Company name, Address, and Phone number) on the repackaged product.

All labels, for the purpose of repackaging, will be sent out **without** the NSF certifications. If the Customer wishes to have NSF certifications displayed on repackaged label, they must become NSF certified. Customer is responsible to participate in regular audits, sample submission to NSF and will be financially responsible for obtaining and maintaining NSF certification. Upon request of the Company, the Customer would provide most recent NSF certification documentation.

This Agreement shall be governed by the laws of the State of Colorado. Any disputes hereunder shall be heard exclusively in the appropriate federal and state courts located in Denver, Colorado. Should any dispute arise between the parties, all attorney fees and costs shall be paid by the non-prevailing party.

This Agreement contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Agreement except in writing and signed by both parties. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

Certol International Date

Customer Date