



New Product Development

_____, herein after referred to as (“Customer” or “Customer’s”), has agreed to enter into this contract with Aroma Alternatives® Ltd. Co., herein after referred to as (“Manufacturer” or “Manufacturer’s”), this _____ day of _____, 20_____, to produce product for said “Customer” under this contract.

The following terms and conditions will apply to all Aroma Alternatives® new product development projects:

1. Customer must supply complete and adequate information for the product that they wish for us to develop before any production begins.
2. Customer will have the option of having a sample sent to an outside laboratory for challenge and efficacy testing and to determine shelf life (fees apply).
3. Customer will own the sole rights to the formula once done and paid in full and release is signed. This does not include any fragrance, this only applies to the formula for the base product. Any fragrance provided in product is for demonstration only, we will offer to sell said fragrance in different sizes at our wholesale pricing. Customer does have the option on most fragrance formulas to purchase the formula, that would be a separate contract. We may develop a fragrance for this product development but said fragrance and all its rights is the sole ownership of said Manufacturer.
4. We will supply the customer with a reasonable amount of samples so that the product may be tested and/or verify that it does meet with preset standards.
5. Any expedited shipping of samples will be paid by the customer.
6. Any and all research and development time, to include consultation time, will be paid by the customer.
7. All information with regard to modifications and/or variations of the product must be done in writing, via email or regular mail. Any instructions received via phone calls will be confirmed via email and will not be addressed until confirmation is received via email response.
8. It is agreed that email correspondence regarding the development of the product will be confirmed and will be legally binding.
9. Customer will be given the full labeling information for the product.
 - a. Said “Manufacturer” will help to determine what information should go on labels, but label requirements should be based on FDA’s label requirements.
 - b. Said “Manufacturer” is happy to review and make opinions on label information.
 - c. Labels and their content are said “Customer’s” responsibility and said “Manufacturer” has no legal responsibility for what said “Customer” puts on their label, since formula is owned by said “Customer”.
10. Customer accepts full liability for any and all damages or health issues this formula may cause to anyone and releases said Manufacturer from any and all responsibility resulting from this formula. Customer releases said Manufacturer from any claims said customer makes about said formula.



11. This project will be done on a best-effort basis. This does not in any way guarantee that Aroma Alternatives® will be successful in developing this product, however best-effort is guaranteed. Customer agrees to pay for research and development at a rate of \$145 dollars per hour no matter what the end result/outcome is. Research and development hours will be billed in multiples of 3 hour minimums after the billing of the initial research and development estimate. All research and development fees must be paid prior to actual lab time. Customer will be contacted for approval of additional 3 hour blocks as needed. This will be billed to the credit card on file only, if payment for any reason is not honored or delivered within 5 days then Aroma Alternatives has the right to cancel this project for non-payment.
12. All estimates in time frame and hours is not a final bid. Everything is a general estimate and hours and time frame may very depending on difficulties in product development of said customer's product.
13. Depending on the level of difficulty of the product hours and time frame can vary widely and until development towards the product development of said product starts there will be no idea how long or how many hours it will take to developed said product.
14. Customer has the right to stop development at any point before said product is completed. Depending on the stage of development there may or may not be anything to give said customer. Aroma Alternatives has the right to cancel the project at any time also.
15. Upon termination and if said "Customer" owes said "Manufacturer", the said "Customer" agrees to pay the unpaid balance within 10 business days of said "Manufacturer" receiving the termination notice. Failure to do so will result in a late charge assessment to the said "Customer's" account which the customer will pay. If said "Manufacturer" has a credit card on file for said "Customer", then said "Manufacturer" will bill the credit card automatically.

Please fill out the form below indicating what the product is and its ingredient requirements, if any:

Product Function:

Ingredient requirements: _____



Product requirements: list everything that you require of this product to meet your standard:

Please initial every page of this contract, sign below and send the original signed contract to us at the address above. Initial and attach additional sheets if necessary. Attached sheets will be considered part of the original contract.

I AGREE TO ALL TERMS AND CONDITIONS AS OUTLINED ABOVE AND IN THE CONTRACT ON FILE AND AUTHORIZE AROMA ALTERNATIVES® TO MAKE EVERY EFFORT IN DEVELOPING SAID PRODUCT LISTED ON THIS CONTRACT. I AGREE THAT THIS IS A BEST-EFFORT AND THAT AROMA ALTERNATIVES® DOES NOT GUARANTEE THE DEVELOPMENT OF SAID PRODUCT.

Authorized Signature: _____
Authorized Personnel Only

Printed: _____
Authorized Personnel Only

Title: _____ Email: _____

Phone Number: _____

Address: _____
