

Atlas Bar Wholesale Agreement Terms of Sale

All sales made by Atlas Bar, the "Company" to you, the "Retailer", are governed by these Terms and Conditions of Sale unless otherwise indicated by Atlas Bar in writing. Please read these Terms and Conditions thoroughly before submitting an application for a wholesale account. Do not submit the wholesale application unless you understand these Terms and Conditions and agree to abide by them. Submitting an application constitutes as binding contract between you, the "Retailer" and Atlas Bar, the "Company" beginning the date for which your wholesale application was received. Atlas Bar reserves the right to amend or modify these Terms and Conditions of sale at any time at its sole discretion. The failure of Atlas Bar to exercise or enforce any right or provision of these terms and conditions of sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions of sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms and conditions of sale are for convenience only and have no legal or contractual effect. Atlas Bar shall not accept Retailer's purchase orders unless and until Retailer consents to these Terms and Conditions of Sale and completes the Wholesale Application. These Terms and Conditions of Sale as set forth in this document supersede the terms and conditions of Retailer's purchase order(s) and will govern all transactions between Retailer and Atlas Bar. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Atlas Bar and Retailer. Either party, with 30-day written notice, can terminate wholesale relationship.

MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)

Products purchased from Atlas Bar shall only be sold at or above the manufacturer's suggested retail price (MSRP) of \$2.99 per bar or \$29.95 per 10-count box. In the event the Retailer chooses to place the products for sale at a discount, the Retailer shall not discount the products more than 25% below MSRP. Permission for special sale events beyond the 25% discount by the retailer must be requested in writing to Atlas Bar.

SAMPLES

Atlas Bar will make every attempt to accommodate free sample requests for interested businesses. Free Samples will be sent to potential wholesale accounts at the sole discretion of Atlas Bar. Sample recipient must prove they are a legitimate business prior to shipment of samples. Due to fluctuations in inventory, certain sample items may be substituted at the sole discretion of Atlas Bar. To request a Free Sample Pack please contact us at support@atlasbars.com.

CHANGES TO PRICING & PRODUCTS

Prices and products are subject to change without notice. All merchandise will be shipped/delivered at the prices in effect at the time of order. Atlas Bar reserves the right, at its sole discretion, to change ingredients, packaging and included documentation. All orders are subject to availability.

PRIVATE LABEL

If you are interested in carrying your own brand of Atlas Bar (a specific flavor, size and/or shape with your business name on the label that is manufactured by Atlas Bar) – please contact us.

PRODUCT SHELF LIFE

All Atlas Bar products have a shelf life of 12 months from date of manufacture. Please do not sell Atlas Bar products after the “Best By” date on the package.

SHIPPING ERRORS AND RETURNS

Order errors must be brought to Atlas Bar’s Wholesale Customer Service attention within five (5) business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to manufacturing defects within the first thirty (30) days, we will work with you to find a resolution.

Perishable or consumable items, such as Atlas Bar cannot be returned unless it is damaged or wrongly shipped. Due to the nature of such product, we cannot resell or refurbish the product for resale, and therefore cannot accept returns for non-damaged items. We do this to prevent tampering of our product and protect the end-user. Atlas Bar shall not be liable for defects resulting from goods being stored or used where unsuitable environmental conditions prevail or which have been subject to abnormal degrees of temperature, humidity, light, strain or other treatment.

WEB COMMERCE

No products or goods purchased from or produced by Atlas Bar shall be resold by or through any on-line auction or online store (such as eBay, Amazon or other similar sites) without the express, written authority of Atlas Bar. If the Retailer is planning to sell products produced by Atlas Bar in an online marketplace/store, it must be owned or operated by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Atlas Bar.

DISTRIBUTION

Any Retailer who wishes to distribute Atlas Bar goods and products to any entity for resale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does

not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

If you are interested in placing orders online via our website, you are able. You must submit the online application and provide Atlas Bar with an email address you would like used as your sign in. An account will be created and a password will be provided. You will be prompted to change the password upon first sign in. You must pay for your order upfront and shipping may be charged dependent on the terms agree upon by both parties.

WARRANTY

Retailer agrees that Atlas Bar makes no warranty, express or implied, as to the merchantability of Atlas Bar products. The Retailer also agrees that Atlas Bar is not liable for any misuse or misrepresentations of the goods by the Retailer or the final retail purchaser or consumer, and indemnifies Atlas Bar for any legal actions that emanate from such actions.

Atlas Bar is not liable or responsible for suitability of our products for a particular application, merchantability, or any injury, loss or damage, direct or consequential, arising out of the use or inability to use the products. Retailer and its customers assume all risk, responsibility and liability for use of Atlas Bar products.

PRODUCT IMAGES, COPYRIGHTS AND BRAND ASSETS

Atlas Bar will make available images and brand assets that you might require for your print and online presence by request. Any imagery you provide yourself must be approved prior to use (please allow adequate lead-time for approval; one (1) week is recommended).

All materials published on the Atlas Bar website, packaging and promotional materials (including but not limited to articles, photographs, images, illustrations, audio clips and video clips) are protected by copyrights which are owned and controlled by Atlas Bar or the party credited as the provider of the material. The entire contents of these documents are also copyrighted as a collective work under the United States copyright laws, and the selection, coordination, arrangement and enhancement of such content are protected by copyright. No material from this website or any website owned, operated, licensed, or controlled by Atlas Bar, product packaging, or other promotional documentation may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You acknowledge that you do not acquire any ownership rights by downloading, printing or reproducing and copyrighted material. The use of any such material on any other website or networked computer environment is prohibited. All trademarks, service marks, and trade names are proprietary to Atlas Bar or the other designated owner of a posted mark. Retailer agrees not allege to consumers that they, nor their appointees manufactured these products.

CONFIDENTIALITY

Wholesale prices and pricelists of Atlas Bar products are confidential, and for the use of the Retailers only. Publishing, revealing or disseminating the wholesale pricing, flavors or ingredient listing of Atlas Bar product line outside of the business of the Retailer is strictly forbidden without prior written consent from Atlas Bar. Failure to preserve the confidentiality of Atlas Bar in its wholesale pricing, flavors or ingredient listing will result in the immediate and permanent termination of wholesale status of the Retailer.

All flavors and recipes are property and copyright of Atlas Bar and are confidential. At no time now or in the future can a Retailer attempt to recreate and/or produce any Atlas Bar product recipes with similar ingredients or by a similar name. Atlas Bar reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned as of the date adjacent to the signature.

ATLAS BAR, INC.

By: 

Date: 4/3/2019

Name: James C. Oliver

Title: President and CEO

Address: 526 Washington Street Duxbury, Massachusetts 02332