

HANDMADE  
**BROKEN TOP**<sup>®</sup>  
— B R A N D S —  
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**Retail Partner Agreement with Broken Top Brands Inc.**

**Retail Partner –**

- Broken Top Brands Retail Partner gains non-exclusive license to resell Broken Top Brands products at physical locations, live events, and online through retailer's business website, with approved image assets and logos.
- Broken Top Brands Retail Partner does not gain license to resell Broken Top Brands products through online marketplaces such as Amazon, Walmart, Etsy, eBay, etc.
- Broken Top Brands Retail Partner Agreement may be terminated by either party with 30-day notice.

**Orders –**

- Please remit direct orders to: [orders@brokentopbrands.com](mailto:orders@brokentopbrands.com) or call (541) 306-3079, ask for Hillary or Brian
- Opening order minimum \$300.
- Re-order minimum \$150.
- FOB ex-factory
- Currency is USD
- Other ways to order:
  - Contact an authorized sales representative
  - Order at [brokentopcandle.faire.com](http://brokentopcandle.faire.com)
  - Order at [BTCandle.com](http://BTCandle.com)

**Shipping –**

- Orders are typically shipped domestically via UPS Ground Shipping Service within 10-14 business days of order being received.
- Expedited Shipping and alternative shipping methods are available, please contact us.
- Processing times may be prolonged during high volume months.
- Buyer is responsible for any returns, exchanges, expedited shipping, and overall shipping costs.
- Damages:
  - Our products are packaged to the best of our ability to protect from damage during shipping.
  - Should you receive a package with damaged product, please email us at [orders@brokentopcandleco.com](mailto:orders@brokentopcandleco.com) within 7 calendar days of receiving your product.
  - Please do not discard any shipping materials until a claim has been filed.
- Returns:
  - If buyer is for any reason unsatisfied with product selection, an exchange or return may be made within 7 calendar days of receiving product.
  - Candles and their containers must be in the exact condition received; have not been lit, scratched, labels removed, and in original packaging, etc.
  - Buyer will be responsible for return shipping costs.

**Changes to Terms –**

- Broken Top Brands has the discretion to update these terms at any time. By purchasing you acknowledge and agree that it is your responsibility to review and understand these terms.

*The information on this sheet is valid through December 31st, 2022.*

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**Sales Terms and Delivery Conditions of Broken Top Brands LLC**

**1. Scope**

- (1) For all contracts with a company, the following Sales Terms and Delivery Conditions shall exclusively apply. We shall not acknowledge any sales terms and delivery conditions, which contradict or differ from our Sales Terms and Delivery Conditions, unless we have explicitly consented to their validity in writing.
- (2) All agreements, which are concluded between us and the ordering party for the purpose of fulfilling this contract, are to be confirmed in writing.

**2. Offers**

- (1) Our price offers are subject to confirmation and shall become binding on the basis of our written order confirmation.
- (2) Price increases after conclusion of a contract shall be admissible, if one of the raw material prices unforeseeably increases by more than 5%.

**3. Prices, payment terms**

- (1) If not otherwise stated, all prices are in USD and without taxes.
- (2) If not agreed otherwise, the prices shall be valid ex factory Bend, plus freight and packaging. These shall be invoiced separately.
- (3) If not agreed otherwise, the net invoice amount shall be payable upon receipt of the invoice. After 30 days from receipt of invoice, the buyer shall enter into default, also without a separate demand note. In the case of payment default by the buyer, we shall be entitled to demand default interest in the amount of eight percentage points over the base interest rate. The assertion of a further loss shall not be excluded by this.

**4. Delivery, call-off orders**

- (1) If we do not comply with the delivery period, the buyer shall be entitled and obligated to set an adequate grace period for the delivery for us in writing. After unsuccessful expiry of this grace period, the buyer shall be entitled to withdraw from the contract.
- (2) Fulfillment of our delivery obligation is subject to timely and proper fulfillment of the ordering party's obligation.
- (3) The ordering party shall only be entitled to compensation claims in the amount of the anticipated loss, if the default is based on a deliberate act or gross negligence.
- (4) The buyer shall only be entitled to claim compensation for a maximum of up to the order sum.
- (5) Partial deliveries are admissible.
- (6) For call-off orders, we shall be entitled to procure the material for the entire order and immediately produce the entire order quantity.

**5. Transfer of risk, shipping**

- (1) If not agreed otherwise, the delivery shall apply ex factory Bend.
- (2) If no other instructions from the buyer exist, the delivery shall always take place using the delivery method which we regard as being most favorable.
- (3) The transfer of risk shall take place according to the Incoterms and will be agreed in the order confirmation. If no agreement exists, the risk shall transfer to the buyer as soon as the goods leave the factory.
- (4) For all deliveries of goods, the buyer shall bear the shipping costs.

**6. Warranty for defects, compensation**

(1) If not agreed otherwise, with timely and justified notification of defects regarding the goods, we shall be entitled, at our option, to take the goods back and replace them with goods that comply with the contract or repair the delivered goods. If the ordering party has set a further grace period for us after an initial request, without a result, or if the repair or replacement delivery should fail, the ordering party shall be entitled to withdraw from the contract or demand a reduction in the purchase price.

(2) Our liability for compensation will be based on the legal regulations, if the loss is due to a deliberate act or gross negligence. Liability for slight negligence is excluded, as long as no culpable infringement of a material contractual obligation exists. The liability limitation shall not apply to injury to life, limb or health of a person, with guarantee liability and also not for claims asserted on the basis of the product liability law.

(3) With slightly negligent infringement of a material contractual obligation, the compensation claims of the buyer shall be limited to the typical, foreseeable loss.

**7. Reservation of ownership**

(1) The goods shall remain our property until receipt of full payment.

(2) The buyer must immediately notify us if measures by third parties or other events should jeopardize our rights. In the case of distraint or seizure of the goods, the buyer must notify the third party regarding ownership by the seller. He must notify us immediately in writing about such measures or events.

(3) The buyer shall be entitled to sell the goods during the ordinary course of business. However, he already assigns all claims to us now, which he acquires from onward sales, in their full amount. The buyer shall also be entitled to collect these claims after their assignment. The collection authorization can be revoked, if the buyer enters into payment default or has filed an application for bankruptcy or composition.

**8. Legal jurisdiction, law**

(1) The legal jurisdiction is Bend, Deschutes County, Oregon, United States as far as it is legally admissible.

(2) The law of the United States of America shall apply.

**9. Miscellaneous**

(1) Custom-made products will not be taken back.

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

**Retail Partner:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_