



Business Verification and Wholesale Application

The information on this form is to be used for opening a wholesale/business account with Trove LLC. In addition to this form, please submit a copy of your current sales tax license. The information on this form is for internal purposes only.

Business Information

Business Name: _____ Contact Name: _____
 Billing Address: _____ Description of Business: _____
 City: _____ State: _____ Zip: _____ Email Address: _____
 Phone: _____ Fax: _____ Website: _____
 Years in Business: _____ Web Store? yes no Physical Store? yes no # of Locations: _____

Shipping Information _____ (Check if same as Billing)

Shipping Address: _____ Contact Name: _____
 City: _____ State: _____ Zip Code: _____ Phone: _____

Sales Tax Information

I certify that the subject business qualifies as a Retailer Other (specify) _____

and is entitled to a sales tax exemption, being duly registered with the below jurisdiction(s);

City or State: _____ State Registration or ID Number: _____

City or State: _____ State Registration or ID Number: _____

The subject business is purchasing Trove products for resale as follows: (Please check all that apply)

From Web/Internet Store From Physical Storefront(s) Direct sales to end user(s)

Authorized Signature

Signature: _____ Title: _____

Printed Name: _____ Date: _____

**Please return completed application and current sales tax license to:
info@troveCBD.com**

Trove LLC
1153 Bergen Parkway, Ste I-317 • Evergreen, CO 80439
www.troveCBD.com

For Internal Use Only

Customer # _____ Trove Representative: _____ Date: _____



Trove LLC · 1153 Bergen Parkway · Suite I-317 · Evergreen, Colorado 80439
Ph: 833-468-7683 · Email: info@troveCBD.com · www.troveCBD.com

WHOLESALE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by and between Trove LLC, ("Trove"), 1153 Bergen Parkway, Ste. I-317, Evergreen, CO 80439 and _____, [dba _____], _____ (the "Retailer").

WHEREAS, Retailer has completed an application to be considered an approved retailer for Trove products (the "Wholesale Application"); and

WHEREAS, Trove has reviewed such Wholesale Application, and wishes to authorize Retailer to sell Trove products (the "Products");

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Representations of Retailer.** Retailer represents and affirms that it is a valid retail business, and agrees that it only is authorized to use/sell the Products through the retail store(s) approved herein. Sales by the Retailer at unauthorized secondary stores are strictly prohibited, unless expressly approved in writing by Trove. Retailer will provide Trove with required supporting documentation as required in the Wholesale Application.

2. **Order Requirements.** The Products are offered for wholesale purchase as follows:

Commercial Products: Commercially sized Trove Products have been priced for commercial use and are subject to sales tax. They are not intended for retail sale, and wholesale discounts do not apply.

Retail Products: Products for retail sale are offered in minimum quantities of 6 units of any individual product/SKU (individual formulation, size, flavor). All Retail

Products are packaged in a product-specific box, and Retailer agrees to display and sell Products in such Trove-branded protective packaging. With the exception of price information, Retailer agrees to make no changes, alterations, or additions to the Products, including labeling/packaging,

3. Manufacturer's Suggested Retail Price. Products purchased by the Retailer have been sold at an agreed discount from the manufacturer's suggested retail price (MSRP). In the event the Retailer chooses to offer Products for sale at a price other than MSRP, the Retailer shall not discount the products more than 15% below MSRP, nor charge more than 20% over MSRP. Prices and Products are subject to change without notice. All merchandise will be shipped at the prices in effect at the time of order. Trove reserves the right, in its sole discretion, to change pricing, ingredients, packaging, documentation, and/or disclosures relating to any Product, at any time, without prior notice. All orders are subject to availability and quantity limits.

4. Wholesale Pricing. All prices are listed in US dollars. Minimum quantity initial order is 12 units (minimum 6 units per SKU). Retailer will receive 50% off the MSRP (or as otherwise agreed in writing by the parties). Restock orders after the initial order are a minimum 6 units per SKU. Retailer is responsible for the cost of shipping/insurance. Prices are subject to change.

5. Payment Information. All orders shall be:

- Paid Net 15 days
- Pre-paid via credit card, approved business check, or funds transfer

COD is not accepted. Retailer agrees not to file a chargeback with their issuing bank, and understands that, in doing so, Trove shall be entitled to pursue legal action to enforce these conditions and collect all debts, including costs and attorneys' fees.

6. Shipping and Delivery. Lead times for fulfilling orders and completing delivery may vary based on Products ordered and order size. Trove will inform Retailer of projected lead time after order is placed and payment received. In most cases, Products will be shipped via USPS, UPS Ground or similar, unless Retailer specifies a different method of shipping. Shipping costs are the responsibility of the Retailer and will be added to order invoice prior to shipment.

7. Product Returns. Retailer agrees to inspect all shipments immediately upon arrival, and notify Trove within five (5) days of receipt of damaged or defective Products. Product returns may only be made following explicit Trove approval and return delivery instructions, and items approved for return will be replaced with new Products. Products returned without such prior authorization will not be accepted. Notice of returns must be made in writing within five (5) business

days of delivery date, stating invoice number and reason for return. In the event of a hidden product defect not immediately realized by Retailer or Retailer's customers, Trove will make every effort to accommodate a mutually acceptable resolution, or Product replacement.

8. Warranty/Indemnification. Retailer agrees that Trove makes no warranty, express or implied, as to the merchantability of the Products. The Retailer also agrees that Trove is not liable for any use, misuse or misrepresentations of the Products by the Retailer or the final consumer, and hereby indemnifies Trove for any legal actions that might arise from the use or sale of the Products. Retailer agrees that Trove is not liable nor responsible for suitability of the Products for a particular application, merchantability, or any injury, loss or damage, direct or consequential, arising out of the use or sale of the Products. Retailer and all third parties, including Retailer's customers, assume all risk, responsibility, and liability for use and/or sale of the Products.

9. Copyright and Intellectual Property. All of the logos, packaging, designs, product content and images, including any content or materials available on the Trove website are the sole property of Trove. Such content is protected by copyright and intellectual property law, and may not be reproduced in any form without the express written consent of Trove. The Retailer agrees not to reprint, post, reproduce, copy, transmit, or otherwise distribute (including electronic or digital reproduction) any photographs, illustrations, articles, audio/video content, sales materials, website content, or product branding, logos, designs, labeling or packaging without the advance, express written consent of Trove. Retailer acknowledges that it acquires no ownership rights by use of any of the copyrighted Product materials. The use by Retailer of any such material on any other website or networked computer environment is strictly prohibited. All trademarks, service that Retailer or others manufactured the Products.

10. Confidentiality. Wholesale prices and price lists of the Products are confidential, and for the use of the Retailer only. Publishing, revealing, or disseminating the wholesale pricing, formulations, or ingredient listings of the Trove product line outside of the business of the Retailer, or any effort to copy or reproduce Products under a different name, is strictly forbidden without the prior written consent of Trove. Breach of such covenants may result in termination of the wholesale status of the Retailer, and Trove shall be entitled to seek compensation for any loss or damages that would result from any such breach, including costs and attorneys' fees.

11. Privacy. Any personal or financial information provided pursuant to this agreement will be treated confidentially and will not be made available to any entities or individuals outside of Trove.

12. **Miscellaneous Provisions.** This Agreement contains the entire agreement of the parties, and may only be modified by written agreement of the parties. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. The descriptive headings contained in this Agreement are for convenience only and do not constitute a part of this Agreement. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver of that party's right to enforce every provision of this Agreement. This Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

13. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the state of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

APPROVED AND ACCEPTED:

TROVE LLC

RETAILER

By: Samuel Carter, Managing Member

By: _____
(printed name) (title)

(signature)

(signature)

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information				
Card Type:	<input type="checkbox"/> MasterCard	<input type="checkbox"/> VISA	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX
	<input type="checkbox"/> Other _____			
Cardholder Name (as shown on card): _____				
Card Number: _____				
Expiration Date (mm/yy): _____				
Cardholder ZIP Code (from credit card billing address): _____				

I, _____, authorize _____ to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature

Date