

Naturally Uncommon, LLC
TERMS & CONDITIONS OF SALE

DEFINITIONS: “Authorized Retail Outlets” means the specific physical storefronts and websites owned and operated by the Buyer and identified on the Reseller Application previously submitted to the Seller. “Product(s)” means the finished goods manufactured and sold by Seller as set forth more specifically on Seller’s website(s) as the same may be amended by Seller, in its sole discretion, from time to time. “Seller” means Naturally Uncommon, LLC and its associated brands. “Trade-marks” means all the trade-marks and trade names, whether or not registered, which are owned and used by the Seller. “Unauthorized Retail Outlets” means any retail outlets which are not Authorized Retail Outlets including, but not limited to internet sales through Amazon, EBay, Etsy or online public marketplaces or 3rd party classified sites such as Craigslist, Facebook, direct messages on forums, etc.

APPLICABLE CONDITIONS: The terms and conditions stated on Seller’s invoice, quotations or confirmation of an order for the purchase of its Products and the terms set forth below constitute the complete and exclusive agreement of the parties concerning the sale of Seller’s Products and shall also put Buyer on notice of the Terms and Conditions for future sales. No other terms or conditions shall be part of or amend or modify the agreement between Buyer and Seller concerning the Products or the order for them unless contained in a formal written agreement signed by Seller and Buyer and any additional or different terms not agreed to in a writing signed by Seller, whether contained in Buyer’s purchase order, acknowledgement, or other document or communication concerning the Products or the order are rejected and do not become part of the terms of sale. The failure of the Seller to object to any provisions in conflict herewith, whether contained on Buyer’s Purchase Order or otherwise, shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

RESELLER GRANT: Seller hereby grants to Buyer and Buyer hereby accepts from Seller the non-exclusive, non transferable right to sell the Product, upon and subject to all terms and conditions herein. Buyer covenants and agrees to purchase the Product for its own account exclusively from Seller and to sell such Product only through its Authorized Retail Outlets. Buyer acknowledges and agrees that the rights granted pursuant to this agreement are limited to the Authorized Retail Outlets and confer no rights upon Buyer with respect to the sale of any Product outside the Authorized Retail Outlets.

RESALE PRICING: The Minimum Advertised Price (MAP) for any Product shall not be less than the current Manufacturer’s Suggested Retail Price (MSRP) as published on the Seller’s wholesale website (www.naturallyuncommonwholesale.com). MAP pricing is established by Seller and may be adjusted by Seller at its sole discretion. The MAP policy applies to all advertisements of Product in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.

PRICING & PAYMENT: Buyer shall place all orders by going to Seller’s wholesale website (www.naturallyuncommonwholesale.com) and Seller shall sell such Product to Buyer upon and subject to the terms and conditions herein. All orders must be paid in full prior to shipment. Payments are made electronically by credit card only and all orders must meet the \$100 per order minimum. Seller shall have the right, in its sole discretion, to increase its prices listed in Seller’s wholesale website unilaterally at any time. Unless the Buyer meets the established “free shipping” minimum order amount (as amended from time to time by Seller in its sole discretion), all prices are F.O.B Seller’s shipping point.

DELIVERY/FORCE MAJEURE: Seller will make reasonable efforts to ship Products within three (3) business days of receiving an order but shall not be liable for failure to do so. Seller shall not be liable for any damage to or loss of the goods or any delay in or failure to deliver or replace the goods arising from shortage of raw materials, failure of suppliers to make timely delivery, labor difficulties of any kind, fire, windstorm, flood, theft, war, embargoes, criminal or terrorist acts, governmental acts or rulings, loss or damage or delays in carriage, failure or disruption of communication facilities, acts of God, or any circumstances reasonably beyond Seller’s control.

TRADEMARK: The Product will be marketed and sold by Buyer solely under the Trade-marks. Buyer will not alter, obscure, remove, cancel or otherwise interfere with any markings (including without limitation any Trade-marks, logos, trade names or trading style of Seller) and other indications of origin, which may be placed on Product. Buyer acknowledges that Seller is the exclusive owner of the Trade-marks and Buyer has no right, title or interest whatsoever in the Trade-marks and any goodwill association therewith and that all goodwill associated with the Trade-marks is owned by and shall enure exclusively to and for the benefit of Seller.

LIMITATION OF LIABILITY & INDEMNITIES: Except as expressly provided in this contract, there are no representations or warranties, express or implied, statutory or otherwise, relating to the Product, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. Products are shipped at Buyer’s risk from Seller’s factory or warehouse. Under no circumstances shall Seller be liable for damages or losses for goods not handled or stored or subject to misuse, contamination, moisture, improper environment or damage after their delivery to a carrier. Buyer hereby agrees to defend, indemnify and hold harmless Seller against any liability, losses, damages or costs (including any legal costs) incurred or suffered by Seller as a result of any breach, negligent act or omission or wilful default on the part of Buyer or its representatives arising either directly or indirectly from the performance (or non-performance) by Buyer or any of its representatives of any obligations under this agreement. Seller shall not be liable to the Buyer for any special, indirect, consequential, punitive or exemplary damages. Seller’s liability and Buyer’s exclusive remedy for any cause of action arising out of the sale, use or non-delivery of the Products is expressly limited to Seller’s option to replacement of non-conforming Products from Seller’s shipping point or payment not to exceed the purchase price of the Products for which damages are claimed.

GOVERNING LAW/WAIVER OF JURY TRIAL: This agreement will be interpreted and the rights, obligations and liabilities of the parties determined in accordance with the laws of the State of New Hampshire. Buyer agrees that venue for any legal actions shall lie exclusively in Rockingham County, New Hampshire for any state court actions or in the Concord District for any federal court action. No cause of action for breach or other failure by Seller in respect of the goods or the order for them shall be brought after one year from the date of shipment, or if the goods are not shipped, more than one year after the date scheduled for shipment. The parties knowingly and voluntarily waive trial by jury in any proceeding involving any dispute between them, including these terms, any order for Seller’s goods, or any claims pertaining to them.