



Wholesale & Distributor Contract

Hazel Moon Botanicals, LLC, Marie Davis, Owner
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(603)-600-5029

This Contract outlines the relationship between _____ (Distributor) and Hazel Moon Botanicals, LLC (HMB).

DISTRIBUTOR TERMS:

All products are to be purchased by the Distributor for resale only. Distributor accounts are not to be used to order products for resale by any entity other than that named in this Distributor contract. Distributor discounts are not to be used for personal use/gift giving. Upon acceptance of this contract, HMB will issue an exclusive Distributor discount code that will provide 50% off Bulk Purchase products on the Hazel Moon Botanicals Website: www.hazelmooonbotanicals.com/collections/bulk-wholesale

THIRD PARTY SALES:

No third party sales are allowed, such as selling HMB products on Etsy, Amazon, Ebay, Craig's List, or other third party websites or social media platforms.

Distributors may sell HMB products on their own website, via social media outlets, and in the Distributor's salon/spa or retail store.

PAYMENT TERMS:

Orders must be placed via the Wholesale/Bulk Products on our website.

Wholesale orders can be paid-in-full via the online cart-check-out.

Distributors interested in paying only the minimum 50% deposit, and/or paying by cash or check, may do so by following the instructions below to ensure proper processing:

1. Please select "pick-up" as the delivery method, and then "cash or check" as the payment method.
2. For deposits paid by check, please notify us via e-mail with check number and deposit amount, and remit payment to:
Hazel Moon Botanicals, % Marie Davis, 54 Weeks Road, Gilmanton, NH 03237

Order production will not begin until deposit is paid. In the event the Distributor fails to pay the remaining balance due, the Distributor forfeits the deposit as a restocking fee.

Shipping fees will be calculated and invoiced separately. Shipping fee is payable 24 hours prior to shipment if shipping via third party, or upon delivery by HMB.

HMB is not responsible for delivery delays resulting from delayed payments.

RETURNED CHECKS:

Checks returned due to insufficient funds could be considered fraud and subject the check writer to prosecution and fines. However, we understand that usually there is no criminal intent and in these circumstances HMB will charge the Distributor for reimbursement for incurred bank fees and other incurred costs.

EXCLUSIVITY:

We do not offer exclusivity of HMB brand products in any one geographical area. However, we strive to coordinate a non-competitive environment among our Distributors by contracting with Distributors that are a reasonable distance from each other, or offer each Distributor a different product selection.

Distributors are invited to contract HMB to develop exclusive products.

HMB reserves the right to sell ALL HMB products via a variety of sales channels including but not limited to: online channels (website, social media), Farmers' Markets, Arts Markets, Expo's, and Artisan/Craft/Vendor Fairs in the greater New England geographic region, regardless of proximity to any Distributor location.

PRICING:

HMB recommends pricing products at a Manufacturers Suggested Retail Price (MSRP). The MSRP is listed on the Distributor Packing Slip, and reflects the price that HMB products sell for on our retail website and at in-person events. Distributor price is calculated as 50% off of MSRP. HMB reserves the right to alter MSRP and Distributor prices at any time unless prior invoiced.

MINIMUM ORDER:

As a small business, we understand lean cash flow. Our minimum order requirements are set by case quantities. No other order minimums apply for standard products.

"Smell Me" labels for tester products are included upon request free of charge,

LEAD TIME:

Our products are hand-crafted in small batches, so please allow time for Distributor order production especially prior to holidays. Lead time will be discussed at the time orders are placed. Rush orders may be available for an additional fee.

SHIPPING:

F.O.B. Meredith, New Hampshire 03253. HMB ships via USPS and UPS. Shipping costs are calculated AFTER product has been created and packaged, at the time of shipping and these costs are paid by the Distributor.

An invoice with shipping charges will be sent to the Distributor e-mail on file upon product completion, when weight and shipping dimensions can be calculated. If Distributor has a shipping contract, please submit account information.

LOCAL DELIVERY:

Monday through Friday, excluding Holidays.
Free delivery within 25 mile radius of Gilmanton, NH.
Deliveries 25-50 mile radius are \$15.
Deliveries 50-100 miles are \$15 plus \$0.55 per mile.
Maximum delivery radius is 100 miles.
Free Delivery within 100 miles for orders over \$1,000 (\$2,000 MSRP).

REFUNDS/EXCHANGES:

We aim to provide professional quality, hand-crafted products. We take great care in how our products are packaged to ensure a safe delivery. We are not responsible for damaged products due to carrier negligence. If there is a shipping error on our part, we will refund or exchange the product at our discretion and expense. If Distributor's shipment is damaged in transit, Distributor agrees to contact HMB within 7 business days of delivery. Any problems must be reported in writing or by email and Distributor cannot return goods until HMB has issued a written authorization. Goods sent back without authorization will not be exchanged or credited to Distributor account.

HMB accepts no liability for any loss resulting from the Distributor's failure to comply with carrier's delivery. If the carrier has to return the shipment to HMB then the Distributor will be liable for all shipping charges and credited for HMB products returned to HMB in sellable condition will be credited to the customer's account minus a restocking fee of 25% of MSRP (50% of Distributor cost). Damaged product due to Distributor negligence will not be refunded.

In the event that the Distributor wishes to discontinue any or all HMB products, each product returned within 3 months of order, based on Batch Manufacturing Date, in sellable condition will be credited to the customer's account minus a restocking fee of 25% of MSRP (50% of Distributor cost).

Custom Products will not be accepted for return in the event of Distributor discontinuation.

Discontinued products will not be accepted for return greater than 3 months from the Batch Manufacturing date.

HMB will not accept the return of any products that has been damaged in the Distributor's possession. Damage includes label damage (including labels damaged by Distributor pricing/labels or handwritten prices), open product, broken containers, etc. which occurred in the possession of the Distributor.

INTERNATIONAL ORDERS:

We do not ship international Distributor orders at this time.

TAXES:

Collection and remittance of applicable sales tax on sale of HMB products is the sole responsibility of the Distributor.

DISCOUNTS:

In the event that a Distributor wishes to offer a discount, HMB will not provide any reimbursement for reduced revenue. If the Distributor has a business website, they may NOT sell HMB products greater than 10% below MSRP EXCEPT in the case of a limited duration sale, or coupon redemption. HMB reserves the right to offer coupons, sales, and special offers at any time for direct sales via our website, in-person events, and social media. Distributors may choose to participate in the same offers/discounts, AT THE DISTRIBUTOR'S EXPENSE.

COPYRIGHT & INTELLECTUAL PROPERTY:

All of the designs, products, and content available for Distributor to purchase are the sole property of HMB. Products, essential oil blends, product formulation, collateral materials, images and content included with products are protected by copyright and intellectual property law and may not be reproduced in any form without the express written consent of HMB. You hereby agree not to reprint, post, or copy (including electronic or digital scans) any photography, sales materials, or product designs without the advance, express written consent of HMB.

Hazel Moon Botanicals, LLC
WHOLESALE & DISTRIBUTOR CONTRACT

This Contract is binding between the entity listed in "Distributor/Business Name" and Hazel Moon Botanicals, LLC a company organized and existing under the laws of the State of New Hampshire. This Contract governs the relationship between the named parties. The terms of this Contract are binding for each order placed between the Distributor and Hazel Moon Botanicals.

MUTUAL INDEMNIFICATION AND HOLD HARMLESS

This Mutual Indemnification and Hold Harmless clause is effective on the date of the Distributor contract, BETWEEN: HMB AND: Distributor.

The undersigned, _____ and Hazel Moon Botanicals, LLC hereby mutually undertakes to indemnify and hold harmless each party.

Please fill this form completely.
Incomplete information may delay production of pending order(s).

Distributor/Business Name: _____

Contact Name: _____

Physical Address: _____

Shipping Address: _____

Phone: _____

Email address: (for invoicing and shipping notification): _____

Website: _____

Tax ID Number: _____

We require a valid Tax ID # or Resale Permit # for Distributors

By placing an order with Hazel Moon Botanicals, LLC you hereby understand and agree to abide by all the policies set forth by this agreement, as well as applicable state and federal laws. These terms are subject to change at any time and you will be notified of such changes. We reserve the right to refuse any Distributor order for any reason. We reserve the right to terminate any Distributor account found to be violating this agreement or any other terms and conditions stated herein.

I have read and agree to the terms and conditions stated herein:

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Business Name: _____

Accepted by: _____ Date: _____

Hazel Moon Botanicals, LLC