

Wholesale and Distributor Terms and Conditions

This agreement sets forth the terms between you, the authorized Earthing wholesaler or Earthing distributor, and Barefoot Sales Corporation, Inc. doing business as Earthing.com. The terms (you) and (your) refer to you, the wholesaler or distributor, and the terms (we) (our) and (Barefoot) refer to Barefoot Sales Corporation, Inc. Please read these terms carefully.

1. Terms - This agreement is only valid between the wholesaler or distributor and Barefoot. This agreement may be terminated at any time with or without notice by either party. The terms of this agreement may change at any time with or without notice by Barefoot. By definition, an Earthing distributor is any person or business located outside of the United States or Canada who is authorized by Barefoot to sell Earthing products. An Earthing wholesaler is any person or business located in the United States or Canada who is authorized by Barefoot to sell Earthing products. You will not share any Earthing wholesale or Earthing distributor information, including pricing, with any outside parties.

2. Ordering - All wholesale orders must be placed online at www.earthingwholesale.com. The minimum order requirement is \$1,000.00 USD. Orders less than \$1,000.00 USD will not be accepted. The minimum order amount is subject to change. Your order cannot be changed once it has been submitted online. All distributor orders must be placed online at www.earthingwholesale.com. The minimum order requirement is \$2,500.00 USD. Orders less than \$2,500.00 USD will not be accepted. The minimum order amount is subject to change. Your order cannot be changed once it has been submitted online.

3. Products - All products available to wholesalers and distributors at the discounted pricing levels are listed on the ordering page of www.earthingwholesale.com. We do not guarantee that the full line of Earthing products listed at www.earthing.com will be available for purchase at the wholesale and distributor levels on www.earthingwholesale.com. Product styles and descriptions are subject to change and may be discontinued without notice.

4. Pricing – Wholesale and distributor pricing is determined by a percentage deducted from the retail price. The retail price may be seen on the ordering page of www.earthing.com. The wholesale and distributor discounts are subject to change at any time. The recommended selling price for Earthing products is the retail price listed on www.earthing.com.

6. Shipping -

Wholesale orders delivered in the continental United States will be shipped via UPS Ground, or UPS Freight for large orders requiring a pallet. We do not ship to P.O. boxes. Canadian wholesale orders will be shipped using UPS Worldwide Standard and will be required to pay Canadian customs clearance charges at the time of delivery. Wholesale orders may take as long as 10 days to ship once paid depending on the date the payment was received, time of year (such as during the holiday season), and the number of pending orders being fulfilled in our warehouse. All orders are fulfilled in chronological order according to when they are paid.

Distributors are responsible for their own shipment pick up and are welcome to use a shipping company of their choice. We will notify you via email when the orders are packed and ready for pick up. Once you receive email confirmation that the order is ready for pickup, you will need to contact your carrier to schedule the pick-up. The hours of pick up available are Monday-Friday 8:00-2:30 PT. Distributor orders may take as long as 10 days to be packed and ready for pick up once paid depending on the date the payment was received, time of year (such as during the holiday season), and the number of pending orders being fulfilled in our warehouse. All orders are fulfilled in chronological order according to when they are paid.

7. Online Sales and Marketing –

Wholesale selling of Earthing products by authorized wholesalers online is strictly prohibited unless pre-approved by Barefoot. Acceptance of these terms and conditions does not qualify as approval to sell Earthing products online; it only approves the wholesaler to sell the product in person or in a physical location such as a storefront.

Wholesale accounts that are approved for online sales must agree to the following guidelines:

1. Product may not be sold on any sites such as eBay, Amazon, or other such large marketplace websites.
2. Product, and your store, may not be advertised online with the use of online marketing campaigns such as Google AdWords, Google Shopping, or Facebook Advertising, etc.
3. Website must be a private online store that is not in direct conflict or competition with www.earthing.com.
4. All photos and copy must be pre-approved by Barefoot.

Distributors marketing of Earthing products by authorized distributors online is authorized in your country only. Distributor accounts that are approved for online sales must agree to the following guidelines:

a. Product may only be marketed on the website that is owned and operated by the distributor in the distributor's country.

b. Product may not be sold on any other online sites such as eBay, Amazon, or other large marketplace websites. You must geographically limit your online advertising with the use of online marketing campaigns including, but not limited to: Google AdWords, Google Shopping, or Facebook Advertising to your region only. You may not advertise in the United States.

8. Payment –

Wholesale orders may be paid using Visa, MasterCard, Discover, American Express, check by mail or wire transfer. Orders placed and paid using check by mail or wire transfer will not be shipped until payment is received. Order numbers must be referenced with payments via check and wire transfer.

Distributor orders may be paid using Visa, MasterCard, Discover, American Express, or wire transfer. Orders paid by wire transfer will not be shipped until payment is received. Order numbers must be referenced with payments.

8. Taxes - Wholesalers based in California are required to pay state sales tax unless Barefoot has been provided a copy of their seller's permit and California resale certificate.

9. Returns - Barefoot will only accept returns from wholesalers and distributors if the product is defective. It is the responsibility of the wholesaler or distributor to acquire the product from their customer and determine the validity of their customer's claim prior to contacting Barefoot for a return request. As an authorized wholesaler or distributor, you are responsible for implementing your own return policy for your customers. Barefoot will not drop ship replacement products to your customers. The return policy of Earthing.com to its retail consumer is 90 days from the date of purchase for any reason, and one year from the date of purchase for manufacturing defects. It is advised to implement a similar return policy to your consumer. In the event that a product is returned to you and deemed as defective you must contact Barefoot and request a return authorization.

10. Damage Claims - If product is received and it is damaged, you must make your claim to Barefoot within 7 days of receiving the damaged goods. Claims can be emailed to help@earthing.com and must be accompanied by photos of the damaged cartons.

11. Activity – Wholesale and distributor accounts that have not placed orders in a 12-month period will be terminated.

12. Non-Disclosure – Wholesale and distributor pricing is private and restricted to authorized wholesalers and distributors only. Never share your login credentials with anyone or display your wholesale or distributor pricing. These terms and conditions are subject to change. Earthing is a registered trademark of Earth FX, Inc. who owns and operates Barefoot Sales Corporation, Inc. doing business as Earthing.com.