

BLUMAKA

TERMS AND CONDITIONS

Welcome to Blumaka's Wholesale Program!

By filling out and signing Blumaka's Wholesale Account Application Form, and by purchasing any products from Blumaka, by using any of Blumaka's Web sites or online services, or otherwise by communicating with Blumaka, you irrevocably and unconditionally agree to be bound by the following terms and conditions, as the same may be amended or supplemented by Blumaka at any time upon notice to you.

All references in these Terms and Conditions to "Blumaka", "we," "us" or "our" shall be deemed to refer to Blumaka, LLC, a California limited liability company, its subsidiaries and affiliates. All references in these Terms and Conditions to "you" or "Reseller" shall be deemed to refer to the person or legal entity that executed and delivered _____'s Wholesale Account Application Form.

I. OUR PRODUCTS; TERMS OF SALE

Our Products. Blumaka offers a variety of performance insoles for both men and women and related products ("Products"), at retail and wholesale, through its Web site at www.blumaka.com, and through social media pages maintained by Blumaka on Facebook, Instagram, X-Twitter, and elsewhere.

Your Rights as Reseller. Upon Blumaka's written acceptance of your Wholesale Account Application Form, you will be authorized to sell or resell Blumaka Products through one or more established retail stores or Web sites owned, operated or maintained by you. Your rights as a Reseller are nonexclusive, and Blumaka reserves the right to appoint other resellers of its Products in any location or jurisdiction, online or offline, in its sole discretion. **Blumaka Resellers are strictly prohibited from selling or reselling Products on eBay, Amazon, Amazon Marketplace, etsy.com or any other third party marketplace; selling or reselling our Products on any online marketplace without Blumaka's prior written approval (which may be withheld in Blumaka's sole and absolute discretion) will automatically void your rights as a Blumaka Reseller and terminate your reseller agreement with Blumaka.**

Wholesale Discount Prices; Minimally Accepted Prices (MAP). Wholesale discounted prices are available to qualified resellers ("Resellers") that will be reselling Blumaka products to the consumer through an established retail store or Web site operated or maintained by the Reseller. Current prices, suggested retail prices and MAP prices are posted on our Web site at www.blumaka.com. Blumaka reserves the right to establish minimally accepted prices (MAP) for any of its Products. As a Reseller you will be required to comply with any and all MAP and other pricing policies established by Blumaka from time-to-time, and to notify Blumaka of any other person or legal entity selling or reselling Products in violation of Blumaka's pricing or other policies.

Out of Stock. We try to have everything in stock. However, there may be unavoidable outages. When an out of stock situation occurs we do not back-order out-of-stock items. We will either hold your order if we expect to have back in stock within a few days, or we will send your order without the items, with the expectation that you will order the out-of-stock items on your next order. We will note on your packing slip any items that you ordered that were out of stock.

Shipping. All orders are shipped via US Postal Priority so please provide a physical ship-to address. Shipping costs are determined at the time of shipping and these costs are passed on to the customer. You will receive a packing list with your order. If you have a credit account with us please wait to pay from invoice. An invoice with shipping charges will arrive via postal mail or electronic mail a short time after the order.

Shipping Errors/Damaged Goods. You must notify our office of any shipping errors or goods damaged in transit within seven (7) days of receipt of shipment. We will then either issue you a credit or send replacement product at no charge. Blumaka accepts no liability for any loss

resulting from the customer's failure to comply with our carrier's delivery. If the carrier has to return the shipment to us then the customer will be liable for all shipping charges and credited for all merchandise returned in sellable condition.

Returns and Exchanges. All sales are final and no returns or exchanges are allowed.

Cancellation/Modification Policy: Order Modifications and cancellations must be submitted 15 days prior to orders start ship date.

Payment. We accept credit cards including MasterCard, Visa, Discover, and American Express subject to a two and one-half percent (2.5%) credit card fee. We also accept checks and money orders. Checks returned due to insufficient funds will be charged a thirty-five dollar (\$35.00) fee.

Net 30 Terms. You may also apply for credit terms with us by filling out an application form from us.

Feedback. We thrive on customer feedback, customer observations, ideas and suggestions are where many of our products originated. We encourage you to point out areas that we can improve and love to receive compliments!

Errors. We attempt to be as accurate as possible; however, we do not warrant that all product descriptions, photographs, pricing or other information on our Web site is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. In the event of an error, whether on our Web site, in an order confirmation, in processing an order, in delivering a product or otherwise, we reserve the right to correct such error and revise your order accordingly, or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund.

II. TRADEMARKS AND SERVICE MARKS

All forms of graphics, logos, trade dress, service marks and trademarks of Blumaka and its affiliates (collectively, "Marks") may not be used without the prior written consent of Blumaka. All other trademarks, product names, and company names and logos appearing on our Web site or in any materials relating to our Products are the property of their respective owners.

As long as you are a Reseller and subject to these Terms and Conditions, Blumaka hereby grants you a limited, nonexclusive, royalty free, non transferable right and license to use Blumaka's Marks on Reseller's Web site and in its retail stores for the purposes of (i) selling and marketing the Products, and (ii) ensuring that all Product images and descriptions are accurate and up-to-date. All use of the Marks and all goodwill appurtenant thereto, shall inure to the exclusive benefit of Blumaka, and Reseller agrees not to challenge, question or contest the validity or ownership of any Mark. Reseller may not use any language or display the Marks in such a way as to create the impression that the Marks belong to Reseller. In the event you become aware of any other reseller or third party using the Marks or any of them in violation of these Terms and Conditions, you will promptly notify Blumaka of the same in writing and reasonably cooperate, at Blumaka's expense, in any action taken by Blumaka to enforce its rights in and to the Marks.

III. YOUR OBLIGATIONS

During the Term, and subject to these Terms and Conditions, you hereby acknowledge and agree to the following obligations:

Monitoring Services. Reseller shall monitor its Web site and retail locations to ensure compliance with these Terms and Conditions and any policies of Blumaka, and will promptly notify Blumaka of any violations of its MAP policy or any suspected misuse or infringement by third parties of any Product description or image or of the Marks.

Quality Maintenance Services. Reseller shall regularly review all Product images and descriptions on its Web sites and retail locations and ensure that all Product images and descriptions are of high quality, accurate and up-to-date.

IV. OUR OBLIGATIONS

During the Term, and subject to the terms and conditions of this Agreement, Blumaka hereby acknowledges and agrees to the following obligations:

Products; Supply Chain. Maintain a high standard of Product quality, alerting of recalls or material supply chain issues, provide Reseller with an inventory forecast in at a frequency and in a format mutually agreed to by the Parties.

Wholesale Accounts. Effectively monitor all new wholesale accounts to avoid selling to merchants whose resales of Products in violation

of this Agreement.

Resellers. Monitor all Product resellers to ensure they are compliant with Blumaka's policies, including its MAP policy, and enforce such policies in a manner determined by Blumaka in its sole discretion.

Product Promotion. Work closely with Reseller on Product promotion.

V. DISCLAIMERS AND LIMITATION OF LIABILITY

You expressly agree that use of Blumaka's Products is at your sole risk. Neither Blumaka nor its affiliates nor any of their members, managers, officers, directors, employees, agents, third-party content providers, merchants, advertisers, sponsors, or affiliates (collectively "Providers"), or the like, warrant that Blumaka's Web site, wholesale distribution, Product delivery or supply chain will be uninterrupted or error free, nor do they make any warranty as to any of Blumaka's products, or as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided by Blumaka.

Disclaimer of Warranties. BLUMAKA'S PRODUCTS AND ALL CONTENT AND INFORMATION MADE AVAILABLE ON ITS WEB SITE AND OTHERWISE ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BLUMAKA AND ITS AFFILIATES.

Limitation of Liability. IN NO EVENT SHALL BLUMAKA'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL BLUMAKA OR ITS AFFILIATES BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH BLUMAKA, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE BLUMAKA'S WEB SITE, OR FOR ANY CONTENT, MATERIALS OR OTHER INFORMATION OBTAINED FROM OR THROUGH BLUMAKA, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF BLUMAKA OR ITS AFFILIATES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

VI. CONFIDENTIALITY

In the course of providing Products and information to you, Blumaka will deliver to you content, materials and other information which is confidential, proprietary to Blumaka, or which constitutes a "trade secret" of Blumaka ("Confidential Information"). You agree that you will hold all Confidential Information in trust for Blumaka, that you will not publish, disseminate or otherwise disclose Confidential Information to any person, firm or entity, and that you will not use Confidential Information to compete with Blumaka or in any other way detrimental to Blumaka. Without limiting the generality of the foregoing, "Confidential Information" includes any and all information relating to Blumaka's Products, information (whether in written or electronic form) delivered to you in the course of selling Products or rendering services to you, trade secrets, marketing and business plans, strategies, vendors, customers, management and personnel, but does not include information in the public domain other than by reason of a breach of this Agreement. In the event you receive a subpoena or court order to disclose any Confidential Information, you will deliver prompt written notice to Blumaka. This provision shall survive any termination for a period of five (5) years.

VII. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that: (i) such Party has the full corporate right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound; and (iii) when executed and delivered by such Party, this Agreement will constitute the legal valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

VIII. INDEMNIFICATION

By Blumaka. Blumaka hereby agrees to indemnify, defend, and hold Reseller, its officers, directors and agents harmless from and against any and all claims, Demands, Actions, costs, liabilities and losses (including reasonable attorney's fees) arising out of or relating to Blumaka's breach of its obligations under this Agreement, including but not limited to any actual or alleged infringement of the intellectual property rights of any third party.

By Reseller. Reseller hereby agrees to indemnify, defend and hold Blumaka, its officers, directors and agents harmless from and against any and all claims, demands, actions, costs, liabilities and losses (including reasonable attorney's fees) arising out of or relating to Reseller's breach of its obligations under this Agreement, including but not limited to any actual or alleged infringement of the intellectual property rights of any third party.

IX. TERM; TERMINATION

Term; Termination. This Agreement shall commence on the date Blumaka accepts your Wholesale Account Application Form and shall continue until terminated by either party.

Effect of Termination. Upon the termination or expiration of this Agreement: (i) All rights granted by the parties under the Agreement will terminate and revert to the respective parties; (ii) Reseller shall immediately pay to Blumaka any and all accrued but unpaid amounts for Products purchased under these Terms and Conditions or otherwise due to Blumaka; and (iii) Reseller shall promptly return to Blumaka or (at Blumaka's request) destroy all copies of Blumaka's Confidential Information.

X. APPLICABLE LAW

These Terms and Conditions are created and controlled by Blumaka, a limited liability company organized in the State of California, U.S.A. As such, the laws of the State of California, U.S.A. will govern these Terms and Conditions, without giving effect to any principles of conflicts of laws. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California, U.S.A., and the United States District Court for the Central District of California for any litigation arising out of or relating to use of or purchase made through Blumaka (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of the State of California, U.S.A., and agree not to plead or claim in any court of the State of California, U.S.A. that such litigation brought therein has been brought in an inconvenient forum.

XI. MODIFICATION OF TERMS

Blumaka may update these Terms and Conditions. We will notify you about significant changes in these Terms and Conditions by sending a notice to the primary e-mail address specified in your account or by placing a prominent notice on our Web site. You are responsible for regularly reviewing these Terms and Conditions. Continued use by you after any such changes shall constitute your irrevocable and unconditional consent to such changes.

XII. NOTICES

Blumaka may give notice by means of a general notice on this Web site, or electronic mail to your e-mail address on record in your account information, or by written communication sent by first class mail or prepaid post to your address on record in Blumaka's records relating to our clients. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by e-mail).

XIII. ASSIGNMENT

Neither Party shall assign this Agreement, or any right, Interest, or benefit under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

XIV. GENERAL

The provisions of these Terms and Conditions are intended to be severable. If for any reason any provision of these Terms and Conditions

shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

No joint venture, partnership, employment, or agency relationship exists between you and Blumaka as a result of these Terms and Conditions. The failure of Blumaka to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Blumaka in writing.

These Terms and Conditions, together with any applicable policies, comprise the entire agreement between you and Blumaka and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement as of the date set forth above.

Blumaka, LLC,
A California limited liability company

RESELLER

By: _____
Jerry Gross
President

By: _____
Name: _____
Title: _____