



Wholesale Agreement and Terms of Sale

The contract between the Seller (Organik Beauty Supply, LLC d/b/a Organik Beauty) and the Buyer (Wholesale Account holder) comprises the Confirmation of Order. Placing an online order with Organik Beauty Supply, LLC constitutes an agreement to the terms and conditions, outlined below, between the Buyer and Seller

MINIMUM ORDER REQUIREMENTS

Currently, Organik Beauty Supply, LLC offers a 40% wholesale discount on the MSRP of all of the products on our website <http://organikbeauty.us>. All orders must have a minimum order value of \$200.00 USD - **not including delivery and taxes (if applicable)**.

FREQUENCY OF PURCHASE

All Buyers are required to place at least SIX (6) orders each calendar year. Failure to do so will result in termination of this agreement.

MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)

The Buyer is permitted to sell Organik Beauty Supply, LLC products on their own website, in their shop or salon. However, prices must be **at least** the price shown (or equivalent national currency) on the Organik Beauty website. The Buyer can only sell to customers in the country to which the Buyer's company is based.

PRICES AND PAYMENTS

All products must be paid for in full prior to delivery. These prices do not include shipping. All prices quoted are in U.S. Dollars and are exclusive of VAT and/or any applicable taxes.

ORDERS AND PAYMENT OPTIONS

Orders may be placed online at <http://organikbeauty.us> or:

- Over the phone call our sales line on 1 (704) 496-4090
Monday to Friday - 10:00am – 4:00pm Eastern Standard time. Except national and international holidays
- Via email, Organik Beauty will generate an email invoice for payments.

ORDER PROCESS AND DELIVERY

Once full payment has been received please allow up to 3 business working days for Organik Beauty Supply, LLC to process your order. Collection and delivery of products will be made via United States Postal Service (USPS), FedEx, or United Parcel Service (UPS) couriers. All delivery dates given by the Seller (Organik Beauty Supply, LLC) are given in good faith but dates are not guaranteed and the Seller (Organik Beauty Supply, LLC) will not be liable to the Buyer for any unforeseen delay in delivery, without prior notification, or on account of force majeure.



The Seller (Organik Beauty Supply, LLC) will notify the Buyer, either via email or phone, when UPS has collected the order and provide the Buyer with the appropriate tracking reference.

VARIATIONS

If the Buyer wishes to change anything in the order, the request must be made in writing. The Seller (Organik Beauty Supply, LLC) will inform the Buyer whether they are willing to agree to the change and, if so, what the impact will be on the price and delivery date. The Buyer must notify the Seller (Organik Beauty Supply, LLC) in writing within 3 days of placing the order.

If these changes are accepted, the price and delivery date will be adjusted accordingly by the Seller (Organik Beauty Supply, LLC). The Seller (Organik Beauty Supply, LLC) will not proceed with the change until this notice is received. A request to reduce the quantity of Products ordered will not result in a price reduction unless otherwise agreed in writing by the Seller (Organik Beauty Supply, LLC).

SALE OF GOODS

Organik Beauty Supply, LLC will sell products to the Buyer with a shelf life of at least ONE (1) year. With the exception of pasteurized floral waters; which have a shelf life of approximately 10 months. This will be clearly marked on the packaging as the Best Before End or Best Before Date together with the PAO (product after opening) symbol. Buyers are responsible for the sale and upkeep of all Organik Beauty Supply, LLC products purchased.

Any Organik Beauty Supply, LLC products, sold by the Buyer to their end customer, that are out of date or have exceeded their Best Before Date are not to be sold to the end customer. Such items are the responsibility of the Buyer to remove from inventory.

WEB COMMERCE

No products or goods purchased from or manufactured by Organik Beauty Ltd shall be resold, relabeled or otherwise by or through the site of the stockist or any on-line auction or online store / retail shop (such as Ebay, Etsy, Amazon, Hyena Cart or other similar sites) without the express, written authority of Organik Beauty Supply, LLC. If the Buyer is planning to sell products purchased or produced by Organik Beauty Supply, LLC in an online Marketplace / store/ retail shop NOT owned by the Buyer, prior approval must be granted by Organik Beauty Supply, LLC.

WARRANTY AND LIABILITY

The Seller will exercise reasonable skill and care in the manufacture or preparation of Products (where applicable).



The Seller must be notified of any defects within three days of delivery. Images to substantiate the claim must also be provided. The defective product(s) must be returned to the Seller, unused with the seal intact, at the Buyer's expense. When the Seller accepts that the defect is due to damage during delivery, faulty workmanship and/or materials the Seller will have the option either to refund or replace the defective product.

The warranty given above will not apply to defects, which are due to: fair wear and tear, accidental damage or failure by the Buyer to adhere to the Seller's recommendations.

RECOMMENDATIONS – Product Storage To maintain the integrity of the Seller's products, the following is recommend:

1. Store the Seller's products away from heat and/or direct sunlight.
2. Keep the Seller's products in a cool, dry, dark area where there is no sudden temperature fluctuation that may cause condensation and or melting of the products. Appropriate temperature would be 20 degrees Celsius / 68 degrees Fahrenheit or below.
3. For hygiene purposes, use clean fingers to remove the contents from the Seller's external product packaging or use a clean small spatula or spoon to remove the contents and minimize the introduction of bacteria.
4. All the Seller's packaging should be kept as clean as possible, keep water and/or moisture out of products at all times.
5. To avoid product contamination and prevent product oxidation please keep the entire Seller's external packaging as air tight as possible.

FORCE MAJEURE

The Seller will not have any liability to the Buyer if prevented from performing the Contract on account of force majeure, which includes but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labor. In any of these circumstances, the Seller reserves the right to cancel and refund or delay the order.

PRODUCT IMAGES

All Organik Beauty stockists are required to display our product images, on their site, and/or where the product is being sold. Failure to do so will result in the termination of contract between Organik Beauty and the stockist.

Organik Beauty will make available, on its Wholesale Website, images that the Buyer might require for print and online presence. Should the Buyer require any additional images, please contact us. Any imagery the Buyer provides of Organik Beauty products must be approved by Organik Beauty prior to use (please allow adequate lead-time for approval; two weeks is recommended).



INTELLECTUAL PROPERTY

All designs and intellectual property rights of the products are and will remain the sole property of the Seller. Under no circumstances will the Buyer copy or make use of any of the Seller's designs and other intellectual property rights.

MERCHANTABILITY AND MISREPRESENTATIONS

The Buyer agrees that Organik Beauty makes no warranty, expressed or implied, as to the merchantability of Organik Beauty products. The Buyer also agrees that Organik Beauty is not liable for any misuse or misrepresentations of the goods by the Buyer or the final retail purchaser or consumer, and indemnifies Organik Beauty for any legal actions that emanate from such actions.

Organik Beauty reserves the right to change the terms of this Agreement and/or to revoke approved Wholesale Account as necessary.