Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

MINIMUM ORDER REQUIREMENTS

Birth Song Botanicals (BSB) offers 2 Wholesale Account purchase options, outlined below. Once you establish your account you must purchase the minimum initial order required. All subsequent orders must then match the minimum reorder except as outlined in the "Drop Ship Program" section of this Agreement.

Account	Minimum Initial	Minimum Reorder
Drop Ship	$0	$0
Wholesale	$100	$50

MSRP

As the retailer you set your own prices for all products purchased from BSB. However, to keep the market value fair we suggest that you set your prices comparable to the other retailers in your area.

WEB COMMERCE

Wholesale accounts are welcome to sell BSB products in their online shops. However, NO BSB products shall be resold by or through any on-line auction or online store (such as Ebay, Amazon, Hyena Cart or other similar sites) without the express, written authority of BSB. If Wholesale Account is planning to sell BSB products in an online marketplace/store NOT owned by Wholesale Account, priori approval must be granted by BSB.

CUSTOMER SERVICE

BSB goal is to have its Wholesale Accounts to know the products and maintain a working knowledge of our products to provide in depth customer service to your end consumer. BSB will make available educational materials in various forms for you. Of course, if at any time you receive a question that you simply cannot answer, feel free to contact BSB Customer Service (479) 718-0841.

DROP SHIP PROGRAM

We understand that some of our retailers prefer to drop ship instead of carry inventory. We have a dedicated Drop-Ship Wholesale Level; The other Wholesale Level is subject to limitations to the number of drop-ships allowed in a month. Such levels are set in place as drop-shipping smaller "onsie-twosie" orders DO increase our shipping costs and efficiencies. We expect that the higher-volume Wholesale Accounts should carry enough inventory to not need drop ships on a regular basis. Drop ship orders must be pre-paid at your Wholesale Account level pricing.

Maximum allowed monthly drop ships are as follows:

Account	Maximum Monthly Drop Ships
Drop Ship	Unlimited
Wholesale	2 times

PRODUCT IMAGES

BSB will make available on its website images that you might acquire for your print and online presence. Should you require any additional images, please contact us.

PRODUCT SAMPLING

We'd like you to feel free to "test" any new products offered by BSB before bringing them into your inventory. By the time we introduce them to you, they've been heavily tested and we feel confident you'll love them. But, we're realistic enough to know that it's difficult to commit to something sight unseen. We want you to LOVE our goodies, and to share them with those who seek them. As such, we have developed a Sampling Program, whereby potential Wholesale Accounts may purchase ONE product of each style at 10% off MSRP. Existing Wholesale Accounts may purchase any NEW products introduced by BSB (limited to ONE per style) at your respective Wholesale Account level price without meeting the minimum reorder requirement.

WHOLESALING-RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account who distributes BSB goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

PRODUCT AND RETAIL MARKETING BY BSB

BSB will, at its discretion, invite you to participate in certain advertising and marketing opportunities, some of which might be joint endeavors. An example of this might include an advertisement in a magazine where retailers will have the opportunity to split the cost of the ad between BSB and other retailers who elect to participate. BSB is also open to supporting you with advertising in your local publications. Please contact us for information. Participation in such promotion is voluntary and not required in any way.

PAYMENT OPTIONS

At this time, BSB is not extending credit terms. All orders must be accompanied by a pre-payment. You may call in your order (479) 718-0841 or Email at birthsongmaria@gmail.com and pay with credit card or Paypal. Alternatively, you can mail your order along with credit card information, check or money order. Orders sent with check payment will be held until the check has cleared our bank (usually just a few days, but may take 7-10 business days).

SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to BSB Customer Service attention within 5 business days of receipt of shipment. Wholesale sales are considered final with no returns. We endeavor to protect your reputation, and ours; if you or your customer finds an issue with the quality of our products we will work with you to find a resolution.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that BSB makes no warranty, express or implied, as to the merchantability of BSB products. Wholesale Account also agrees that BSB is not liable for any misuse or misrepresentations of the products by the Wholesale Account or the final retail purchaser or consumer, and indemnifies BSB for any legal actions that emanate from such actions. These herbal products have not been evaluated by the FDA and are not intended to treat, diagnose or cure any disease. These herbal products are not a replacement for medical care. If a customer is asking medical questions relating to her or her child's health please refer her to her care provider.

Our teas and tinctures are manufactured in a third party Good Manufacture Practice facility and meet strict safety and quality checks.

BSB reserves the right to change the terms of this Agreement or to revoke approved Wholesale Account as necessary.

Birth Song Botanicals 862 N. Cato Springs Rd. Fayetteville, AR 72701   www.birthsongbotanicals.org   (479) 718-0841