

SORELLA

A P O T H E C A R Y

TERMS AND CONDITIONS FOR PROFESSIONAL ACCOUNTS

Sorella Apothecary is a professional skincare line that provides naturally based and scientifically perfected skin care products. We partner with professional accounts that align themselves with Sorella Apothecary's culture and values. This agreement outlines the terms under which Sorella Apothecary chooses to sell its products to the party entering into these Terms and Conditions ("Authorized Retail Account"). A failure to provide a signed copy of this agreement may result in orders being held. Sorella Apothecary reserves the right to modify policies and procedures at any time.

1) Orders:

For Authorized Retailers, in order to ensure a quick order transaction we have a NO cancellation and NO order change policy once an order is placed. Orders that are sent back to us or have refused acceptance of delivery will be subject to a 25% restocking fee. Please note that shipping charges will not be refunded under any circumstances. Please carefully confirm items in your shopping cart, shipping address and shipping method prior to submitting your order via phone or website. Only Authorized Retailers are permitted to resell Sorella Apothecary products, any other order placed by any other customer must be personal use and cannot be used for resale.

- a. There is no minimum amount for each reorder; however, an order must be placed every six months maintain an account.
- b. If applicable, sales tax for the state of receipt of shipment will be charged unless a sales tax certificate has been submitted and accepted by Sorella Apothecary.
- c. Authorized Retail Accounts may not sell Sorella Apothecary products to any person or entity who is not an end-user.
- d. The sale of professional products is prohibited. Any non-compliant Authorized Retailers are subject to a termination of a wholesale account with Sorella Apothecary.

2) Shipping:

- a. All orders are shipped FOB shipping point, which means ownership and risk of loss transfers to the Authorized Retail Account holder once the shipment is delivered to shipping center.
- b. Expedited shipping rates are dependent on the weight of package and the postal code of delivery. Shipping rates will be quoted at the time the order is placed.
- c. All orders must be shipped to the Authorized Retail Account address unless approved.
- d. As soon as the order is placed, Sorella Apothecary begins the fulfillment process. As stated previously, Sorella Apothecary does not allow for order changes. Same day additions are subject to a reduced shipping fee when regular rates apply. Expedited shipping will be billed at full-price.
- e. The deadline for same day and expedited orders is 11:00 am PST. Orders received after this time will be processed the following business day.

- f. Backorders will be billed with the original order. There will be no extra shipping charge once the order is in stock and shipped.

3) Licenses and Insurance:

- a. Sorella Apothecary requires a skincare professional be on staff at every Authorized Retail Account. A copy of a professional license must be provided prior to acceptance of an Authorized Retailer Application.
- b. Accounts that do not offer professional esthetics on premises will be reviewed and approved on a case-by-case basis.
- c. It is required that all Authorized Retail Accounts submit a copy of Sales Tax License, Professional Liability Release Form and a professional esthetics license (unless otherwise approved).

4) Returns:

- a. Returns in full to Sorella Apothecary are accepted on a case-by-case basis for both Authorized Retailers and end users. Sorella Apothecary reserves the right to reject any return request by Authorized Retailers.
- b. Authorized Retailers can return products for credit if reasons are approved. Any returns by any other customer will receive a refund of the money paid for the product. Reasons for returns can include things such as defective products or adverse reactions experienced by end-users. No less than half of the product must remain for acceptance of return request.
- c. Missing/damaged products must be reported to Sorella Apothecary no later than 3 days of receipt.
- d. All returns may be subject to a restocking fee of 25%.
- e. For Authorized Retailers, return credits must be used within 1 year of issue.
- f. Return requests will be processed in the order in which they are received.
- g. Each Authorized Retailer has the freedom to set their own return policy for Sorella Apothecary products.

6) Internet Sales:

Sorella Apothecary recognizes the advantage of accounts offering e-commerce sales, but requires advanced approval for retailers to sell our products online.

- a. To request approval to sell products online, please contact Sorella Apothecary at hello@sorellaapothecary.com
- b. Approval will be granted on a case by case basis.
- c. Sorella Apothecary prohibits any sale on third party platforms including but not limited to Ebay, Amazon, etc.
- d. The re-sale of Sorella Apothecary professional only and samples are not permitted.
- e. International online sales are not permitted.
- f. Authorized Retailers may never represent themselves as Sorella Apothecary.
- g. Accounts that do not comply with these policies are subject to suspension or termination.

7) International Sales:

- a. The International sale of Sorella Apothecary products is not permitted.

8) Minimum Advertised Policy MAP:

- a. The MAP strictly applies to the price at which Sorella Apothecary products are advertised. This does not mean the price at which products are actually sold or offered for sale to an individual.
- b. MAP is the lowest possible price Authorized Retailers are permitted to advertise products as. Retailers can sell products at a price higher, but no lower than the MAP.
- c. The MAP price policy applies to all advertisements including but not limited to social media, web, radio, etc.
- d. Sorella Apothecary reserves the right to terminate an account that advertises product(s) at a lower price than the MAP.
- e. Website features such as “click for price,” “bounce-back,” pricing emails, pre-formatted e-mail responses, forms and automatic price display for any items prior to being placed in a customer’s shopping cart and other similar features are considered to be communications initiated by the deal and thereby constitute “advertising” under this MAP Policy.
- f. It is not considered a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price” specifically with respect to Sorella Apothecary products, as long as the price isn’t listed.
- g. The MAP Policy also applies to any activity which Sorella Apothecary determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for “group purchases” and the like.
- h. It should not be a violation of this MAP Policy to advertise in general that the reseller has the “lowest prices” or will match or bear its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- i. Sorella Apothecary may permit Authorized Retailer to advertise MAP Products at prices lower than the MAP retail price. In such events, Sorella Apothecary reserves the right to modify or suspend the MAP retail price sheet with respect to the affected products for a specified time period by providing advance notice to resellers of such changes.

9) Termination:

- a. Sorella Apothecary reserves the right to terminate an Authorized Retailer Account at any time and for any reason. Sorella Apothecary will not be liable for any damaged resulting from or cause be the termination of any account.

10) Law:

- a. This agreement and the sale of Sorella Apothecary products are governed by the laws of the State of Nevada. A defaulting party will assume responsibility to pay a prevailing party of all costs and expenses incurred in enforcing the terms of this Agreement.

11) Payment Methods:

- a. Visa, Mastercard, Amex and Discover

This Agreement must be signed and accepted by Sorella Apothecary prior to the shipment of any product. Sorella Apothecary reserves the right to change or amend these Terms and Conditions for future orders at any time without notice. It is suggested that you review the Terms and Conditions prior to placing each order.

I acknowledge that I have read and understand the terms above and agree to comply to Sorella Apothecary Policies and Procedures.

Name

Name of Business

Phone Number

Email Address

Signature

Date

Please email to hello@sorellaapothecary.com