



RESELLER AGREEMENT

Effective November 1st, 2018

CONTRACT BETWEEN Wise Woman Herbals® AND RESELLER

Wholesale pricing is provided by Wise Woman Herbals® to all approved U.S. licensed healthcare professionals and authorized distributors (referred to as “Reseller”) based solely on Reseller’s compliance with Wise Woman Herbals®’s Terms and Conditions contained in this document. By applying for a Wholesale account or obtaining product from Wise Woman Herbals® or its authorized distributors at wholesale pricing, Reseller enters into a contract with Wise Woman Herbals® that is governed by these Reseller Agreement Terms and Conditions.

Wise Woman Herbals’ standard invoice terms and conditions shall apply to all product purchases. Nothing contained in any purchase order or other correspondence between Wise Woman Herbals® and Reseller will modify or add to these terms and conditions. We reserve the right to modify these terms and conditions at any time.

Any Reseller failing to comply with this Resale Policy will face immediate termination of its account, revocation of its Authorized Reseller status, and/or further legal action. Violations of this Resale Policy or other Wise Woman Herbals’ policies may be reported to the Wise Woman Herbals corporate headquarters at (541) 895-5172.

This version of the Resale Policy is effective as of November 1st, 2018 and supersedes all prior versions.

SECTION A - TERMS AND CONDITIONS OF AUTHORIZED RESELLER STATUS:

1. Subject to the Restrictions below, Reseller shall have a non-exclusive right to sell the Products via the Authorized Sales Channels stipulated below.
2. “**Authorized Sales Channels**” shall include: (i) Reseller’s own physical office or retail store locations; (ii) Reseller’s temporary storefronts at events and tradeshow; (iii) catalog and (iv) Reseller’s own website(s).
3. Any and all Resellers selling Wise Woman Herbals® products which have not signed a Wise Woman Herbals® Reseller Agreement, or accepted the Agreement as a condition of purchase through an authorized distributor, are classified as Unauthorized Resellers.
4. Distributors of Wise Woman Herbals® are required to provide a signed Wholesale agreement from any Reseller selling Wise Woman Herbals® products. Unauthorized Resellers should not be sold to or provided a feed from any distributor whatsoever.
5. Reseller **SHALL NOT** promote, market, advertise, offer to sell or sell any Wise Woman Herbals® product on or through any online marketplace or auctions service including, but not limited to Amazon.com (.ca, .uk, .de, .fr, .it, .es), Ebay.com, Walmart.com, Jet.com, Buy.com, Craigslist.com, Newegg.com, Overstock.com, Rakuten.com, and Sears.com
6. Reselling Wise Woman Herbals® products on a website(s) that attempts to use Wise Woman Herbals trademark in whole or in part as the website domain is prohibited.

7. Reselling Wise Woman Herbals® products on a website(s) that contains only Wise Woman Herbals® branded products is prohibited.
8. Wise Woman Herbals® reserves the right to terminate existing business relationships or refuse to sell to Resellers who misrepresent information on the new account form.
9. If misrepresentation or fraud with regard to any aspect of the application is suspected, Wise Woman Herbals® further reserves the right to retroactively charge the Reseller for any discounts applied on past invoices.
10. If required, Wise Woman Herbals® can terminate the account without any possibility of reinstatement and require that all company inventory in Reseller's possession be returned within 7 business days following account termination.
11. Wise Woman Herbals® reserves the right to pursue legal action against any individual or entity found guilty of violating the terms of the Reseller reseller agreement.
12. **IMPORTANT NOTE:** Wise Woman Herbals® supports authorized sales of its products (except for Internet Restricted Products); however, Wise Woman Herbals® actively participates in the Amazon.com Brand Registry Program and similar programs to prevent the advertising and sale of unauthorized, unlicensed, infringing, and/or counterfeit merchandise. Any unauthorized sales of Wise Woman Herbals® products on Amazon, eBay or other sites will be removed as they are discovered. Ads from online sellers offering any auctions or advertising sales will also be regularly removed or taken down.

SECTION B - PRODUCT QUALITY AND CUSTOMER CARE:

1. **Product Storage and Handling:** Resellers shall exercise due care in storing and handling the Products and shall store the Products in accordance with any directions on Product labels or other storage guidelines specified by Wise Woman Herbals® from time to time.
2. **Product Inspection:** Promptly upon receipt of the Products, Reseller shall inspect the Products for damage, defect, broken seals, evidence of tampering, or other non conformance (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Wise Woman Herbals® at wisew1@wisewomanherbals.com or (541) 895-5172. Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired.
3. **Recall and Consumer Safety:** To ensure the safety and well-being of the end users of the Products, Reseller shall cooperate with Wise Woman Herbals® with respect to any Product recall or other consumer safety information dissemination efforts.
4. **Product Packaging and Display:** Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Wise Woman Herbals® products together with the Products in a manner that would create the impression that the non-Wise Woman Herbals® products are made by, endorsed by, or associated with Wise Woman Herbals®.
5. **Product Knowledge:** Reseller agrees to professionally promote the Products and obtain sufficient knowledge regarding each Product kept in inventory to advise its customers on the selection and safe use of the Products.

Reseller shall evaluate and consider the nutritional needs of each customer when providing such advice. Reseller must be available to respond to Reseller questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

Liquidated Damages:

- Reseller agrees that any breach by Reseller of the Terms and Conditions set forth in this agreement will injure Wise Woman Herbals® and its reputation and relationship with its other Resellers to an extent that will be difficult, if not impossible, to quantify.
- In view of the difficulty to quantify the damage to Wise Woman Herbals® should Reseller breach any provisions of the terms and conditions of sale, Reseller agrees that Wise Woman Herbals® shall be entitled to liquidated damages equal to Reseller's gross profits earned from the sale of Wise Woman Herbals® products using selling practices that are in violation of the terms of this agreement.
- Reseller and Wise Woman Herbals® agree that the Liquidated Damages set forth in this section are in addition to any and all other remedies for breach of contract to which Wise Woman Herbals® may be entitled under the applicable laws.

SECTION C: AUTHORIZED RESELLER WARRANTY AND LIMITATIONS

1. At Wise Woman Herbals®, we are committed to the highest level of materials and workmanship. When purchased from an authorized Reseller, all our products are 100% guaranteed against manufacturing and material defects. This Guarantee and subsequent warranty is extended only to the original end-use purchaser and shall not be extended or transferred to any other person or transferee. All Wise Woman Herbals® products purchased from an authorized Reseller are guaranteed for a period of two years from the date of purchase. Items will be replaced at the discretion of Wise Woman Herbals®. If a replacement product is unavailable or discontinued, a comparable product will be substituted.
2. This warranty does not cover defects or damage arising from improper use or maintenance, accident or external causes. Unauthorized use of your product voids this warranty.
3. When Wise Woman Herbals® has deemed it necessary to provide a replacement, Wise Woman Herbals® will cover return shipping to all addresses within the United States and Canada. For international orders, customers will be responsible for all shipping charges. All products covered under warranty will be replaced free of charge.