

1. WHOLESALE CALENDAR

Wholesale is offered once per quarter (4 times per calendar year). Orders are processed during active periods and shipped in: February, May, August, and November.

2. ORDER VOLUME

Minimum: One case. Maximum: Fluctuates based on real-time inventory levels and demand.

Assorted full-sized bottle case configurations will be offered, based on available inventory at the start of the Wholesale period. Mini bottles are not typically available for Wholesale, but may occasionally be offered for Wholesale via special promotion. *If Wholesale revenue quotas are met before the last day of the month during any of the established Wholesale ordering months, Seriously FAB LLC reserves the right to not accept and process subsequent orders for that month.*

3. MINIMUM PURCHASE REQUIREMENTS

Retailers must make a minimum of 1 Wholesale purchase over the course of 3 Wholesale periods; otherwise, said account will be deactivated in the system and Retailer would need to reapply to request a new Retailer account (currently offered on a waitlist basis).

4. WHOLESALE PRICING

All prices are listed in US dollars. All authorized Retailers will receive the established Wholesale pricing, as follows: Full sized (3 fl. oz.) bottles \$22 per unit or \$264 per case (plus shipping and handling).

5. MSRP AND MAP

Products purchased from Seriously FAB LLC shall only be sold at the manufacturer's suggested retail price (MSRP) as follows: Full sized (3 fl. oz.) bottles \$42 (Scented) and \$44 (Unscented). In the event that you (the Retailer) would like to place the products for sale at a discount, the minimum advertised pricing (MAP) shall not be listed for greater than the 10% below MSRP. Permission for special sale events beyond the 10% discount by you (the Retailer) must be requested in writing and approved by Seriously FAB LLC. Prices for our products are subject to change.

6. PACKAGING

Full sized bottles do not have outer packaging.

7. PAYMENTS AND SHIPPING

All Wholesale sales are final (no refunds). Seriously FAB LLC does not currently offer COD, credit terms, or consignment; Ordering process is as follows:

- 1) Please submit your order request using the Wholesale link provided via email at the beginning of each Wholesale period.
- 2) We will need to keep a valid and current Credit Card on file so that orders can be created and processed simultaneously. Please complete/return the *Payment info* document, to establish an initial account with us and to provide updated card details when necessary. Your CC will only be charged in conjunction with an order request, and card numbers are securely stored via encrypted format.
- 3) Orders will be shipped as expeditiously as possible, pending the shipping queue at the time of processing.
- 4) A shipping and handling charge will be added to the order per best UPS or USPS rates available. Tracking number will be provided via email when the order is shipped.

8. WEB COMMERCE

No products purchased from or produced by Seriously FAB LLC may be resold by or through any online marketplace (such as Amazon, eBay, Etsy, etc.) without the express written consent of Seriously FAB LLC. If the intention is to sell Seriously FAB LLC products in an online store, you (the Retailer) must be owned by the entity applying for the Wholesale account.

9. ORDER MODIFICATION OR CANCELLATION

Any modification or cancellation by you (the Retailer), must be requested within 24 hours of placing order, otherwise the order may have already shipped. Please email requests to Info@SeriouslyFAB.com.

10. RETURNS

If you (the Retailer) receive an incorrect or damaged product, please notify us immediately at Info@SeriouslyFAB.com. Retailer must inspect the goods on delivery, and alert us to any issue. Replacement products will be arranged for, if deemed the fault of Seriously FAB LLC and not the Retailer.

11. MERCHANTABILITY AND MISREPRESENTATIONS

You (the Retailer) acknowledge that Seriously FAB LLC makes no warranty, express or implied, as to the merchantability of Seriously FAB LLC products. You acknowledge that Seriously FAB LLC is not responsible for and does not accept the return of items due to lack of sales or product discontinuation. Wholesale merchandise may not be returned or exchanged, other than in the case of defective merchandise. You acknowledge that Seriously FAB LLC is not liable for any misuse or misrepresentations of the goods by you or the final retail purchases or consumer, and hereby indemnify Seriously FAB LLC from any legal actions that may result from such actions. Product expiration dates are set at 18 months - with a year to sell - from time of production. The remaining shelf life of shipped bottles will vary, but will always accommodate a reasonable selling period in addition to the 6-month consumer usage window. You (the Retailer) acknowledge that the products do not contain synthetic preservatives; and therefore need to be sold expeditiously to provide the end user with a 6-month usage window. Products that are not sold within the shelf life are not to be sold to the public and should be discarded properly.

12. ACKNOWLEDGEMENT

You (The Retailer) may not use the products of Seriously FAB LLC for any illegal or unauthorized purpose; nor may you (the Retailer) export the products of Seriously FAB LLC outside of the United States; nor may you (the Retailer) sell the products of Seriously FAB LLC to any unauthorized resellers; nor may you (the Retailer) reproduce or copy our intellectual property, trademarks or other digital assets of Seriously FAB LLC. A breach or violation of any of the Terms will result in an immediate termination of your Wholesale account and potential legal action.