

## GENERAL WHOLESALE AGREEMENT

This Wholesale Agreement (herein after, the “Agreement”), is made and entered into by and between REC Initiatives, LLC (hereinafter “Wholesaler”) and Retailer. Retailer (including Licensed Health Professionals) wishes to sell and promote the products offered by the Wholesaler in their place of business.

**Wholesaler and Retailer Responsibilities:** Retailer must maintain a current business license certificate (or State equivalent) on file and provide a copy, with Tax ID, to Wholesaler. Wholesaler will deliver inventory to the Retailer, as agreed. Wholesaler is not involved in the actual transaction between the Retailer and the Customer. Retailer will be responsible for providing exemplary customer service to all actual and potential customers, including taking reasonable measures to respond to all customer inquiries. Wholesaler is not the agent of either the Retailer or the Customer.

**Storage of Products:** Retailer agrees to store products in an environment below 95 degrees to ensure product stability. Note: The product can remain stable with short-term (24-48 hours) exposure up to 125 degrees.

**MSRP:** We have a Manufacturer Suggested Retail Price List available to our Wholesale accounts posted on our website. We ask that you honor this price structure at your clinic or place of retail business both online or in your brick and mortar store. You may, however, occasionally run discounted promotions for your patients and customers at your discretion.

*\*We ask this of our Distributors to honor our company’s mission of supporting Alternative Medicine Practitioners.*

**Expiration Date:** Our serum supplements actually have no expiration date. As of today’s date, the FDA does not mandate expiration dates on our products.

We do however; note an expiration date our product for retail sale purposes. (Customers are conditioned to see expiration dates.) Keep this in mind when ordering.

**Minimum Order Requirements:** Wholesaler requires a minimum order quantity of six (6) per product on each order, unless we are drop shipping on behalf of you and your business. Case orders are discounted significantly and preferable.

**Representation of Products:** Wholesaler retains all rights to all images of products provided to Retailer and retains the right to prohibit the use of any and all images provided, without prior written consent of Wholesaler. Retailer may not alter) e.g., crop, change background colors, add text) to provided photos other than to size appropriately for website and marketing materials. Retailer must describe the product in the appropriate category and may not represent the product in other categories or for other uses, without prior authorization from Wholesaler.

**Web Commerce:** No products or goods purchased from or produced by Wholesaler shall be resold by Retailer through any location other than Retailers URL or brick and mortar store including any online auctions (e.g., eBay) or online (e.g., Amazon) without the express, written authority of the Wholesaler. If Retailer resells via 3rd party, Wholesaler’s and Retailer’s relationship will be terminated.

**Billing:** At this time, the Wholesaler is not extending credit terms. All orders must be accompanied by credit card payment in full. If ordering online, accepted payment is Visa, MasterCard, Discover, American Express or PayPal. We, may on occasion, assist you with PayPal invoices if need be.

**Sales and Tax:** Retailer agrees that it is the sole responsibility of Retailer to collect, report, and remit all taxes to the correct tax authority for all business transactions, sales, or revenue stemming from the sales of the Wholesaler's products. Retailer agrees that Wholesaler is not obligated to determine whether a sales tax applies and is not responsible to collect, report, or remit any tax information arising from any transaction.

**Shipping:** Currently Wholesaler will ship via USPS Priority Mail in the United States of American only and will do so within three to five (3-5) business days. In the event of circumstances beyond Wholesaler's control which would prevent product from being shipped in the allotted time frame, Wholesaler will notify Retailer within 24-48 hours of order being placed of such delay.

**Errors, Returns and Warranties:** Order errors and/or defects must be brought to Wholesalers attention with three (3) business days of receipt of shipment by Retailer. Retailer will not send a knowingly defective product to a customer. Wholesale sales are considered final with no returns. REC Initiatives, LLC strives to protect your reputation, and ours.

**Responsibility:** Wholesaler is in no way responsible or liable for the success of the Retailer's website or store, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of participating in the Wholesaler's Wholesale Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.

**Right to Modify:** Wholesaler retains the right to modify this agreement at any time. Changes will not be retroactive.

**By submitting your order on LP2Solutions.com, you fully agree to these terms of Service.**

REC Initiatives, LLC

Lori Tran, Chief Operating Manager

P.O. Box 13

Lake Havasu City, AZ 86405

Email: [customerservice@lp2solutions.com](mailto:customerservice@lp2solutions.com)

Business Phone: (307)-256-0508