



WHOLESALE PROGRAM TERMS

This Agreement is made as of by and between Simply Mahj, LLC (“Seller”), and (“Retailer”).

1. Relationship. All sales are made by Simply Mahj, LLC. to you (“Retailer”) are governed by these Terms and Conditions of Sales unless otherwise indicated by Simply Mahj, LLC. in writing. Please read these terms and conditions thoroughly before submitting an application for wholesale pricing.

2. Payments. The seller accepts all major credit cards credit and debit cards. All orders must be paid in full before the order is shipped.

3. Minimum Orders. The minimum initial order amount must reach \$1,000.00, and each item purchased must be in multiples of 2 per item sku. There is no minimum dollar amount on repeat orders, however there is a minimum quantity order of 2 items per sku. Retailer are required to re-order a minimum of once per calendar year to keep their account active.

4. Shipping. Goods are shipped via UPS, USPS, or FedEx. All goods are shipped from Cypress, Texas. Goods will only be shipped to the Retailers registered addressed with Seller. Wholesale shipping cost is the responsibility of the Retailer based on order size.

5. Changes to Pricing & Products. Prices are subject to change without notice. All merchandise will be shipped at the prices in effect at the time of shipping. The Seller reserves the right, at its sole discretion, to change packaging and any included documentation. All orders are subject to availability.

6. Returns. All goods are final sale and cannot be refunded.

7. Notice of Defects. Retailer is responsible for inspecting the merchandise upon receipt. Retailer shall notify Seller in writing within 7 days of Retailer's receipt of the merchandise of any claims for damages resulting from any defect in the merchandise discovered by Retailer, including, without limitation, claims related to shortages, quality, or specification.

8. Acceptance of Late or Defective Merchandise. Retailer's failure to provide written notice of a claim, as set forth in these Terms and Conditions of Sale, shall constitute a waiver of any claim Retailer may have for damages resulting from such defects, including late delivery.

9. Confidentiality. Wholesale prices, information about upcoming releases, and pricelists of the Seller's products is confidential, and for the use of the Seller only. Publishing or revealing the wholesale pricing or any unreleased product of the Seller's product line outside of the business of the Seller is strictly forbidden without prior written consent from the Seller. Failure to preserve the Seller's confidentiality in its wholesale pricing and information will result in the immediate and permanent termination of wholesale status of the Retailer. The Seller reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.

10. Minimum Advertised Price. Company has an established Minimum Advertised Price ("MAP") Policy that Retailer must follow for the advertising and marketing of Goods. All advertised prices must be at or above MAP for all Goods. The MAP pricing for all Goods is the same as the listed price of the Goods on the simplymahj.com website. Company does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote." Free shipping and/or handling, 0% sales tax, or value added promotions do not violate the MAP. At the sole discretion of Company, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate revocation of Retailer status and the ability to purchase future Goods.

11. Third Party Retailers. Retailer shall not promote, market, advertise, offer to sell or sell any Good on or through any third party seller, including any online marketplace or auction service (e.g. ebay, amazon marketplace, or similar websites).

12. Force Majeure. Seller shall not be liable or responsible to Retailer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performance when and to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control, including, without limitation, acts of God; fire; flood; natural disaster or emergency; hurricane; tornado; severe storm; earthquake; act of war, invasion or hostilities (whether war is declared or not); sabotage; explosions; government actions; terrorist threats or acts; revolution or insurrection; riot or civil unrest; epidemic or pandemic; lockouts, strikes or other labor disputes (whether or not relating to Company or Company's workforce); interruption or failure of utility or telecommunications service (for example, Internet failures); or failure of suppliers, subcontractors, and carriers to substantially meet their performance obligations.

12. WARRANTIES

SELLER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NON- INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WITH RESPECT TO ANY INFORMATION OR GOODS THAT ARE SOLD.

SELLER'S RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS AND COMPLIMENTARY SHIPPING FEES, AT SELLER'S SOLE DISCRETION. NO PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY SELLER OR ANY OF ITS AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

14. Miscellaneous

The following clauses shall survive any termination of the Agreement:

(a) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE SELLER HAVE ANY LIABILITY TO RETAILER FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND IN NO EVENT SHALL THE SELLER'S LIABILITY EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(b) **Venue; Governing Law.** For any legal action regarding this Agreement, the exclusive venue shall lie in Cypress, Texas. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Texas, without giving effect to principles of conflicts of law.

(c) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(d) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.