



## WHOLESALE AGREEMENT

All sales made by US Wellness Meats ("Seller") to you ("Customer") are governed by these Terms and Conditions of Sale unless otherwise indicated by US Wellness Meats in writing. Please read these Terms and Conditions thoroughly before submitting an application for wholesale pricing. Do not submit the wholesale application unless you understand these Terms and Conditions and agree to abide by them. The Seller reserves the right to amend or modify these Terms and Conditions of sale at any time at its sole discretion. Seller shall not accept Customer's purchase orders unless and until Customer consents to these Terms and Conditions of Sale. These Terms and Conditions of Sale as set forth in this document supersede the terms and conditions of Customer's purchase order(s) and will govern all transactions between Customer and Seller. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Seller and Customer.

### 1) CERTIFICATION

To qualify to open a wholesale account with seller, customer must certify and document that it is in the business of reselling products to its customers or to the public. For documentation purposes, seller requires that customer provide an electronic copy of state issued Resale Certificate with the wholesale application, if W-9 is not applicable. Seller requires a Missouri Form 149 for tax exempt wholesale customers only. Kindly return your information to us electronically at [eathealthy@grasslandbeef.com](mailto:eathealthy@grasslandbeef.com) or by fax (573) 383-7004. Application and documentation will be reviewed by Seller and, if approved, a Wholesale Account will be activated for the Customer. Approved wholesale Customers will receive a 20% discount on qualified orders based on full retail pricing as noted in our on-line retail store, [USWellnessMeats.com](http://USWellnessMeats.com).

### 2) ORDER MINIMUM

To qualify as a wholesale order, US Wellness Meats requires 40 lbs or more of combined shipping weight. There will be a \$9.50 handling fee included. Shipping through FedEx is included Free.

### 3) FORMS OF PAYMENT

The seller accepts Visa, MasterCard, Discover Card & American Express as acceptable credit cards. For credit card purchases, 100% of purchase price plus handling will be billed at time of order.

### 4) SHIPPING

Orders will be shipped via Seller's choice of carriers unless customer wishes at their expense to use their own choice of carrier. US Wellness Meats will try to accommodate all rush orders. Most orders, from customers in good standing, for in-stock items, are shipped within (5) business days after order and payment, are received. Actual shipping time is contingent upon availability of merchandise and credit verification. All orders are shipped from either the states of Missouri or South Carolina unless otherwise indicated. Seller will not be responsible for shipping delays caused by a carrier or adverse weather conditions.

### 5) NOTICE OF DEFECTS

Customer is responsible for inspecting the merchandise upon receipt. Any merchandise with visible damage must be noted to the delivery service upon receipt in the Customers warehouse. Customer shall notify Sellers customer service department (1.877.383.0051) or [eathealthy@grasslandbeef.com](mailto:eathealthy@grasslandbeef.com) within (5) business days of customer's receipt of the merchandise of any claims for damages resulting from any damages or defects in the merchandise discovered by Customer, including, without limitation, claims related to shortages, quality, or product specification.

### 6) ACCEPTANCE OF LATE OR DEFECTIVE MERCHANDISE

Customer'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 Customer may have for damages resulting from such defects, including late delivery.

## **7) RETURNS OF PERISHABLE PRODUCTS**

Perishable items, such as any frozen products, cannot be returned unless it is damaged or wrongly shipped. Due to the nature of such product, we cannot resell or repackage the product for resale, and therefore cannot accept returns for non-damaged items. We do this to prevent tampering of our product and protect the end-user. The seller shall not be liable for defects resulting from goods being stored or used where unsuitable environmental conditions prevail or which have been subject to abnormal degrees of temperature, humidity, light, strain or other treatment.

## **8) CHANGES TO PRICING & PRODUCTS**

Wholesale pricing is subject to change. 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 ingredients, packaging and included documentation. All orders are subject to availability.

## **9) CONFIDENTIALITY**

Wholesale prices and pricelists of the seller's products is confidential, and for the use of the Customer only. Publishing or revealing the wholesale pricing of the Seller's product line outside of the business of the Customer is forbidden. Failure to preserve the Seller's confidentiality of its wholesale pricing can result in the immediate and permanent termination of wholesale status of the Customer.

## **10) FORCE MAJEURE**

Customer shall not hold Seller liable for delays in performance of its obligation hereunder caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these Terms and Conditions of Sale, in whole or in part.

## **11) MAP POLICY**

US Wellness Meats requires all wholesale customers follow our MAP (Minimum Advertised Price) pricing policy. US Wellness Meats does reserve the right to stop shipments to any wholesale customer who engages in predatory pricing practices that conflicts with US Wellness Meats' own website pricing.

## **12) WEB COMMERCE**

No products or goods purchased from US Wellness Meats shall be resold by or through any on-line auction or online store (such as eBay, Amazon or other similar sites) without the express, written authority of US Wellness Meats. If Customer is planning to sell products produced by US Wellness Meats in an online marketplace/store, that store must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by US Wellness Meats. Names of any third party, e-commerce website(s) or 3<sup>rd</sup> party sales platform (Amazon, Walmart, eBay, etc.) that you wish to sell and market US Wellness Meats products must be listed at the bottom of this agreement.

## **13) SELLING TO OTHER RESELLERS**

Any Wholesale Account who distributes US Wellness Meats products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

## **14) TRADEMARK AND USE OF MATERIALS**

US Wellness Meats is one of the most recognizable brands selling grass-fed and pasture raised meats, and sustainably raised foods direct to consumers via the Internet. All aspects and identifiers of our brand – including images, text, design, color, and composition – represent who we are to our customers and are key components – or “elements” – of our brand. We want our wholesale customers to grow their businesses; at the same time, we take very seriously every representation of the US Wellness Meats brand, whether print or digital, graphic or text. We protect these representations diligently, because accurate representations of our brand best serve us all. So, we ask our affiliates, partners, and wholesale customers, bound to us by written agreement, to understand that our brand cannot be presented in any way not approved by us. Nor can our brand be associated with or linked to any statements or images that we find inaccurate or objectionable. Nor can you incorporate in any way any US Wellness Meats elements into your own product name, service names, trademarks, logos, or company names,

unless US Wellness Meats has approved this in advance. Generally, this means that you must not copy or imitate the characteristic “look & feel” of the US Wellness Meats brand, which includes but isn't limited to our web design properties, brand packaging, distinctive color combinations, typography, graphic design, icons, and imagery. Don't create marks, logos, slogans, or designs that are confusingly like ours; and don't use any US Wellness Meats brand elements in any way that suggests common, descriptive, or generic meaning.

## **15) RULES for GRAPHIC REPRESENTATION**

We will supply you with all graphic brand elements you may need for display – i.e., logos, web banner ads, and print ads. Many elements in standard sizes are available to you upon request; please allow two weeks for production of custom elements, according to exact specifications (dimensions in pixels for digital and inches for print) provided by you. You cannot modify the elements supplied by us in any way, including resizing. They must be used as supplied by us.

### **In addition:**

15.1 Don't display any US Wellness Meats brand element as the most prominent element on your web page or characteristic print page.

15.2 Don't display a US Wellness Meats brand element that in any manner implies an imagined relationship, sponsorship, or endorsement by US Wellness Meats.

15.3 Don't show any US Wellness Meats web page, or show any screenshot of any US Wellness Meats web page, without prior approval by US Wellness Meats.

15.4 Don't display any brand element relating to US Wellness Meats on any web site that in the sole opinion of US Wellness Meats contains illegal or objectionable content. This definition includes but is not limited to content that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to US Wellness Meats.

15.5 You must supply us with draft presentations of web pages or print pages showing our elements in place before you take them live or send them to press. Please send these draft presentations to [eathealthy@grasslandbeef.com](mailto:eathealthy@grasslandbeef.com)

## **16) RULES for TEXT REPRESENTATIONS**

When writing about US Wellness Meats, please present our company name in one of these ways, exactly as they appear here:

- US Wellness Meats
- US Wellness

When referring to any US Wellness Meats products, please use the proper product name and the (™) or the (®) mark, as required, as shown on the product label, packaging, or on the product page of [USWellnessMeats.com](http://USWellnessMeats.com). If you are uncertain about the proper name of any product, please contact [eathealthy@grasslandbeef.com](mailto:eathealthy@grasslandbeef.com) for corroboration.

### **In addition:**

16.1 Don't include any content or text that implies an imagined relationship, sponsorship, or endorsement by US Wellness Meats.

16.2 Don't include any content or text that could reasonably be interpreted to suggest that it represents the views or opinions of US Wellness Meats or that it has been authored by US Wellness Meats personnel unless it is an attributed quote used by permission of US Wellness Meats, procured in advance.

16.3 You must supply us with draft presentations of web pages or print pages showing text relating to US Wellness Meats in place before you take them live or send them to press. Please send these draft presentations to [eathealthy@grasslandbeef.com](mailto:eathealthy@grasslandbeef.com)

## **17) CUSTOMER RESPONSIBILITY, USE OF CONTENT**

By granting Customer the use of Content provided by Seller, it is mutually understood and agreed that the Content may be changed or updated from time to time by Seller and the Customer has the complete responsibility to keep the Content current and up-to-date on the Customer website and marketing materials. "Content" is defined as any articles, newsletter content, product images or text related to US Wellness Meats' Products or US Wellness Meats.

## **18) RULES for WEB & SEARCH ENGINE ACTIVITIES**

You may not purchase any US Wellness Meats trademarked or brand-related keywords in any search engine. This includes the use of words created expressly for use in search engines by modifying US Wellness Meats trademarked or brand-related keywords in any way, including hyphenation, combination, or abbreviation.

### **In addition:**

18.1 Don't register US Wellness Meats trademarked or brand-related names as part of top-level or second-level domain names.

## **19) REMEDIES**

US Wellness Meats reserves the right to suspend business and shipments to any wholesale customer who violates any provisions of this agreement or in situations when the actions of any wholesale customer's own business practices is in direct contradiction to US Wellness Meats best interests.

## **20) JURISDICTION/GOVERNING LAW**

Seller is headquartered in the State of Missouri, United States of America. These terms and conditions of sale shall be governed by and interpreted under the laws of the State of Missouri (without regard to its conflicts of laws principles) and the federal laws of the United States of America. If any provision of these Terms and Conditions of Sale is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Use, which shall remain in full force and effect. Customer expressly agrees that exclusive jurisdiction for any dispute with seller, or in any way relating to these Terms and Conditions of Sale, resides in the courts of the State of Missouri and you further agree and expressly submit to the personal and exclusive jurisdiction of the courts of the State of Missouri in connection with any such dispute including any claim involving the merchandise or Seller or its, employees, contractors, officers, and directors.

## **21) MISCELLANEOUS**

These terms and conditions of sale constitute the entire agreement between Seller and Customer, superseding any prior agreements between Customer and Seller. The failure of Seller to exercise or enforce any right or provision of these terms and conditions of sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions of sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms and conditions of sale are for convenience only and have no legal or contractual effect.

## **22) ADDITIONAL TERMS & CONDITIONS**

Customer agrees to abide by all applicable international, federal, state and local laws and regulations relating to use and sales of products supplied to Customer by Seller.

# WHOLESALE AGREEMENT



P.O. Box 249  
Canton, Missouri 63435  
Toll Free: 877.383.0051  
Fax: 573.383.7004  
USWellnessMeats.com  
eatthehealthy@grasslandbeef.com

## Type of Business

- Online Retail
- Natural Grocer
- Food Co-op
- Nutritionist
- Dietician
- \_\_\_\_\_

Business Name \_\_\_\_\_

Website \_\_\_\_\_

State Resale Number \_\_\_\_\_

(Must provide a copy of the resale certificate or completed W9 if resale certificate is not applicable)

Contact Name \_\_\_\_\_

Contact Email \_\_\_\_\_

Phone \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zipcode \_\_\_\_\_

Intended use of our product: \_\_\_\_\_

Are you selling our product in a retail store? \_\_\_\_\_

Are you selling our product on any other e-commerce websites such as Ebay, Amazon, Etsy, or other similar sites?  YES  NO On your own website?  YES  NO

If yes, please fill in the information below:

e-commerce site	Store name on platform
Amazon	
Ebay	
Other _____	

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_