



Thank you for your interest in opening a **H2E Aromatherapy Wholesale Account**. H2E takes pride in our quality products, customer service, and are here to assist you in any way we can. Please feel free to contact us with any questions or concerns in regard to any of our products or your account.

#### **Wholesale Criteria:**

Our “**Collections**” of candles , essential oils & body products are sold in **units** to represent the entire line of essences for our **opening orders** and can be ordered on an **individual basis for reorders**.

**Minimum opening order** is **\$250.00** / with **\$100** min reorder.

All orders must be pre paid. We accept Visa, Master & American Express cards & money orders only. Please see **Wholesale Purchase Agreement**.

**All sales are final** . If there is any damage or discrepancy when you receive your order call us within 5 days. Please review, sign, & fax back **Wholesale Agreement Form**.



## H2E WHOLESALE APPLICATION

NAME\_\_\_\_\_

BUSINESS NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

CITY STATE ZIP\_\_\_\_\_

BUS PH\_\_\_\_\_ FAX\_\_\_\_\_

EMAIL\_\_\_\_\_

TYPE OF BUSINESS\_\_\_\_\_

SALES TAX# & STATE REGISTERED\_\_\_\_\_

SHIP TO: ADDRESS IF DIFFERENT FROM ABOVE

ADDRESS\_\_\_\_\_

CITY STATE ZIP\_\_\_\_\_

BUS PH\_\_\_\_\_ FAX\_\_\_\_\_

EMAIL\_\_\_\_\_



## WHOLESALE AGREEMENT FORM

The terms below will govern the sale of H2E merchandise relating to:  
(**Name of Company**) \_\_\_\_\_ for web sales and their brick and mortar establishments only.

### 1. Prices and Payment.

**1.1 Prices.** Merchandise prices and minimum order quantities of Merchandise are set forth within the wholesale criteria packet. Seller may change wholesale prices upon no less than Notice of price change period [five (5) days] prior notice to Customer.

**1.2 Purchase Orders.** Customer must submit written or digital purchase orders for the Merchandise no later than ten (10) business days prior to the requested delivery date, setting forth quantity, type, and requested delivery date of Merchandise. Purchase orders received fewer than ten (10) business days prior to the requested delivery date shall be filled at Seller's discretion and subject to express shipping charges (to be paid by Customer). All orders are processed subject to availability.

**1.3 Payment/Terms.** Terms are: All orders must be pre paid before shipping. We accept Visa, Master, & American Express cards or money orders only.

**2. Shipping.** Customer will be responsible for all Merchandise shipping and handling expenses & we will notify you of exact charges to your shipping address. Customer must notify Seller of any claimed shipping error or damage within 5 days of receipt of Merchandise. Customer's failure to give such notice within that five-day period shall be deemed a waiver of Customer's claim for incorrect or damaged shipments.

**3. Returns. All sales are final. If there is a discrepancy when you receive your order call us with in 5 days.** If we made an error in the order we will rectify it promptly at no cost to you. If you made an error in your order we are happy to exchange the product if you ship it back to us in new condition. **Damaged Merchandise :** If notice of condition is given within Time limit of [five (5) days] of receiving the merchandise, returns will be credited to Customer's account or replaced.



## WHOLESALE AGREEMENT FORM

4. **Disclaimer.** Except as expressly set forth in this agreement, Seller makes no warranties, express or implied, with respect to the merchandise. All other warranties, express or implied, including without limitation, the implied warranties of Merchants ability and fitness for particular purpose, are hereby disclaimed by Seller. In no event shall Seller be liable for indirect, incidental or consequential damages, including, without limitation, lost revenues or profits of customer.

### 5. **Miscellaneous.**

5.1. **Publicity/Use of Name:** The Buyer shall make no trademark, service mark, copyright, license or patent infringement. No false advertising, unfair competition on trademark dilution or similar. Buyer agrees to not create, publish, distribute, advertise, or print any material that makes reference to supplier or use our name or any of our trademarks, for any marketing or promotional materials, whether print, broadcast, or electronic, without first submitting such material to Supplier and receiving our written consent. Supplier has the legal right to refuse to sell, or allow any or all of its trademarked products to be sold to anyone, who in Suppliers opinion will cause harm to the image or marketability of its products. Nothing in this Agreement shall be construed to transfer or assign any such rights to Buyer.

5.2. **Confidentiality:** Each of the parties hereto agrees to keep confidential all information including, without limitation, the terms of this Agreement business and financial information, product designs, customer and vendor lists; pricing and sales information concerning Supplier or Buyer.

5.3. **Export Control :** Buyer acknowledges and agrees that Supplier's products are subject to the U.S. Export Administration Laws and Regulations. Buyer agrees that none of the purchased product, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, outside the United States, unless specifically authorized by Supplier.

5.4. **Supplier Representations :** Sale of Suppliers product to Buyer does not and will not violate Federal or state laws, rules or regulation. Supplier's sale of product to Buyer and subsequent resale to Buyers' customers does not and will not violate trademark, patent, service mark, trade secret, or similar such right.

5.5. **Buyer Representations :** Buyer, nor its agents and or representatives, shall not violate any United States Federal or state laws, international, laws, rules or regulations in the purchase, sale, or resale, of any of Suppliers' products.



## WHOLESALE AGREEMENT FORM

**5.6. Governing Law; Dispute Resolution.** This agreement shall be governed by Arizona State law. Any dispute arising from this agreement shall first be addressed by the parties through informal dispute resolution procedures conducted in good faith. If the parties do not resolve the dispute within thirty days of the date of the first dispute resolution meeting, the parties agree to mediate the dispute in a mutually agreed-upon place with a mutually agreed-upon mediator, the costs of which shall be borne equally by the parties. In the event the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration before a single arbitrator in Phoenix, Arizona in accordance of the rules of the American Arbitration Association, and the parties agree that judgment upon the award rendered by the arbitrator shall be entered in a court of competent jurisdiction sitting in Phoenix, Arizona.

**5.7. Modification :** Supplier reserves the right to modify any terms and conditions contained in this agreement at any time. Supplier may terminate Buyers rights under this agreement at any time, with or without cause.

**5.8. Entire Understanding:** This Agreement embodies the entire understanding of the parties and supersedes and replaces all other agreements (written or oral) between the parties relating to this subject matter, unless Buyer receives prior approval from Supplier in writing.

### Acknowledged and agreed by:

Buyer printed name \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Sellers printed name \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_