



Wholesale and Price Control Contract

INTRODUCTORY CLAUSES

The terms below will govern the sale of merchandise relating to [Name of Event, Trade Show, or Sale] _____ Earths Elements _____ (“Merchandise”) by Himalayan Treasures, LLC, a corporation, doing business as Earth’s Elements (“Seller”) to [Name of Customer] _____ (“Customer”), for sales in connection with the above named Event or Trade Show expected to commence on or about start date and conclude on or about end date (such period, the “Term”).

1. PRICES AND PAYMENT

- 1.1 **Prices.** Merchandise prices and minimum order quantities of Merchandise are set forth on our Website and on our Price List/Order Form. 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.** Customer will be invoiced for Merchandise orders and payment is due before shipment of merchandise. Seller may withhold fulfillment of Customer’s additional purchase orders until payment, including any shipping charges, is completed.
- 1.4 **Profit Margins.** The proportion of profit margins set by Customer shall not deviate more than plus or minus 2.2 to 3 per cent ($\pm 2.2-3\%$) as required for tax or accounting purposes unless the prior written consent from Seller has been received.
- 1.5 **Refund or Return.** Within Refund Time Limit of seven (7) days, Customer may return any unsold Merchandise item(s) in original condition to Seller for a full refund of the invoice price of such Merchandise item(s) (or for credit to any outstanding invoice). Customer shall bear the cost of shipping, handling, and insurance for returned Merchandise.

2. SHIPPING

Customer will be responsible for all Merchandise shipping and handling expenses, including (if applicable), customs clearance, import/export fees, freight risks and insurance, and Customer may be required to act as the importer of record for international shipments. Customer must notify Seller of any claimed shipping error or damage within seven (7) 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

Within seven (7) days of Customer's receipt of Merchandise, Customer may return (i) Merchandise that does not conform to Seller's product specifications or (ii), Merchandise was damaged or shipped incorrectly. Returns will be credited to Customer's account or replaced.

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 MERCHANTABILITY AND FITNESS FOR A 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 **Buyer-Seller Relationship.** The relationship created by this agreement is solely a buyer-seller relationship. This agreement does not make either party the employee, agent, or legal representative of the other for any purpose whatsoever.

5.2 **Governing Law; Dispute Resolution.** This agreement shall be governed by Governing State Law [California] 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 City where you would want to arbitrate 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 City where you would want to receive judgement/damages.

SIGNATURE BLOCK

CUSTOMER	SELLER
	Himalayan Treasures A corporation doing business as Earth's Elements
Name	Name
Effective Date	Effective Date
	559 South Coast Highway 101 Encinitas, CA 92024
Complete Address	Complete Address
	760-295-8881
Phone	Phone
	order@earthselements.com www.earthselementswholesale.com
Email Address and Website	Email Address and Website
Customer Signature	Hem B. Rai Owner, Himalayan Treasures, LLC Publisher, Earth's Elements

IN WITNESS WHEREOF, Customer and Seller have executed this Agreement as of the Effective Date.