

# 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] \_\_\_\_\_ (“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.** Earth’s Elements does not allow the selling of our products for any less than our retail prices. Any breach of this agreement can result in termination of buyer/seller relationship.

1.5 **Refund or Return.** Within Refund Time Limit of ten (10) 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.

Earth’s Elements

### 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 ten (10) 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 ten (10) 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.

5.3 **Online Sellers.** Earth's Elements requires an agreement to sell our products through online portals. If you intend to sell our products through any online portal (Amazon, Ebay, Etsy...ect.) please contact us directly for approval.

Earth's Elements

**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](mailto:order@earthselements.com)

[www.earthselementswholesale.com](http://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.