

Wholesale Agreement and Terms of Sale

Dear Rebel Massage Potential Retailer,

Thank you for your interest in the Rebel Massage Wholesale products account. We are excited for the opportunity to work with you. We value our wholesale customers and, as such, we carefully screen and approve Wholesale Account requests. This allows us to safely grow and maintain a secure program that creates the best opportunities for both your business and ours.

Please read through and consider the following terms of our Wholesale Agreement and complete and sign below. Feel free to send back any adjustments or addendums you would like us to review.

We appreciate your interest and we look forward to hearing from you soon.

Sincerely,

Allison Denney

Founder & Executive Director

Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

1. MINIMUM ORDER REQUIREMENTS

Rebel Massage requires no minimum order at this time. If this changes, you will be grandfathered in if this contract is signed before the date the new requirements go into effect.

2. HOW TO PLACE A HIGH VOLUME ORDER

Email order request to Allison@rebelmassage.com or call us at 310-430-3730.

3. MSRP

Products or goods purchased from Rebel Massage shall be sold only at the manufacturer's suggested retail price (MSRP). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 25% below MSRP.

Permission for special sale events beyond the 25% discount by the Wholesale Account must be requested in writing to Rebel massage.
Allison@rebelmassage.com.

4. WEB COMMERCE

No products or goods purchased from or produced by Rebel Massage shall be resold by or through any on-line auction or online store (such as Ebay,

Amazon, Facebook Marketplace, ETSY, or other similar sites) without the express, written authority of Rebel Massage. If your Wholesale Account is planning to sell products produced by Rebel Massage in an online marketplace/store, it must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Rebel Massage.

5. PRODUCT IMAGES

Rebel Massage will make available images that you might require for your print and online presence. Should you require any additional images, please contact us.

6. USE OF Rebel Massage PRODUCTS

Only designated retail Rebel Massage products may be sold. Back bar products and samples are not labeled for resale and may not be resold. All products and promotional materials are to be used solely by the retailer or the individual named and addressed on the invoice/sales receipt/account. Any production or reproduction of the Rebel Massage image, including but not limited to packaging, promotional materials, image, concept, logo or name are prohibited unless otherwise approved by Rebel Massage.

7. RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account that distributes Rebel Massage goods and 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.

8. WHOLESALE PRICING

All prices are listed in US dollars. All authorized retailers will receive 50% off the MSRP, plus the cost of shipping. Prices are subject to change without notice.

9. PAYMENT METHODS

At this time, Rebel Massage is only offering pre-payment, or a 30 day net term with credit approval. All orders must be accompanied by pre-payment, or a Net30 payment agreement approved by Rebel Massage. We accept credit card payment online, via phone, check from approved account, and we can also send an invoice. Checks returned due to insufficient funds could be considered fraud and subject the check writer to prosecution and fines. However, we understand that usually there is no criminal intent and in these circumstances, we will only charge the customer a \$75 processing fee for bank fees and other incurred costs.

10. SHIPPING/HANDLING

Items will not be shipped until full payment is received or a Net30 agreement has been made. No COD orders. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

11. SHIPPING ERRORS, RETURNS, AND WARRANTY

Please inspect all shipments immediately upon arrival. Order errors must be brought to Rebel Massage customer service attention within 5 business days of receipt of shipment. Returned merchandise will be replaced with new merchandise. Returned merchandise will not be accepted if it is held for more than 15 days after receipt. Returned products must be unopened, unused and in its original, sellable condition. Returns due to customer ordering error will be charged a 25% restocking fee. Product that has been tampered with may

not be returned. Prior to shipping a returned product, Wholesale Account must obtain a return merchandise authorization (RMA).

Retail products returned due to customer dissatisfaction will be immediately replaced, but product must be at minimum 75% full or no refunds will be given. The returned product must be sent back to Rebel Massage within 30 days of customer receipt with proof of purchase.

Back bar items cannot be returned without a valid reason approved by Rebel Massage. Expired products will not be accepted for return. Expiration date of a product is to be determined by Rebel Massage. Return shipping charges may also apply.

We endeavor to protect your reputation and ours. If you or your customer find an issue related to the condition or function of the product, please contact us and we will work with you to find a resolution.

12. BACKORDERS

Out of stock goods will be backordered and shown on your invoice. Rebel Massage will ship backordered products out as soon as they become available, and we will assume responsibility for related shipping costs. If back-ordered goods are in stock at the time of your next order, they will be added to your order without duplication. Outstanding backorders will be shown on each invoice. If you wish to cancel any backorder or not have backorders listed at all, please inform us.

We strive to keep a small window between the order date and delivery, but please allow 7-14 business days from the time of your order for completion of items and shipment. Larger orders may require more time, please contact us for a delivery estimate.

13. STORAGE INSTRUCTIONS

Store Rebel Massage products in a climate-controlled environment avoiding direct sunlight, freezing and extreme temperatures. Containers must be tightly closed at all times when not in use. Rebel Massage products have a shelf life

of one year, depending on SKU. Please contact us, or your sales rep, with any specific product expiration questions.

14. MERCHANTABILITY AND MISREPRESENTATIONS

Your Wholesale Account agrees that Rebel Massage makes no warranty, express or implied, as to the merchantability of Rebel Massage products. Your Wholesale Account also agrees that Rebel Massage is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the initial retail purchaser or consumer, and indemnities Rebel Massage for any legal actions that emanate from such actions. Rebel Massage makes no medical claims stated or implied with any product related to the efficacy of any of the ingredients. No claims should be made by any account or imply any medicinal benefit.

Rebel Massage reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

Confirmation of Agreement to Policies, Terms & Conditions

I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Rebel Massage the right to take legal action to enforce these conditions. In the event Rebel Massage must seek legal action to enforce these conditions or collect a debt, Wholesale Account shall bear legal fees.

I agree that I will not represent to consumers that I manufactured these products myself, nor appointees of myself.

I have reviewed and understand Rebel Massage policies and procedures for payment and shipping as well as all terms and conditions.

I authorize Rebel Massage to keep this agreement on file and apply these policies to all future transactions made between Rebel Massage and myself.

A copy of this agreement will be sent to you via email to be signed and returned to Allison@rebelmassage.com. Keep a copy for your own records.

Thank You!

Rebel Massage
16835 Algonquin St.
#154
Huntington Beach, CA 92649