

WHOLESALE APPLICATION / AGREEMENT

Le Herbe, LLC.
8429 Lorraine Rd #107
Lakewood Ranch, Florida 34202
<https://store.leherbe.com>
info@leherbe.com



WHOLESALE APPLICATION

GENERAL INFORMATION

Business Name: _____
Owner / Officer Name & Title: _____
Primary Phone: _____ Referred By: _____
Primary Email: _____ Number of Employees: _____
License #: _____ Number of Locations: _____
Website: _____ DUNS: _____
Year Business Established: _____ EIN: _____
Annual Sales Volume: _____ Parent Company: _____

BILLING INFORMATION

Street: _____ City: _____ State: _____ Zip: _____

SHIPPING INFORMATION

Street: _____ City: _____ State: _____ Zip: _____

TYPE OF BUSINESS (please check all that apply)

- E-Commerce Brick / Motar Health Practitioner Restaurant Chef
 Café Hotel Gym Spa Other

If other please specify: _____

MONTHLY ORDER QTY

- 6 ounces
 12 ounces
 1 kilo
 2 kilos
 3 + kilos

PACKAGING

- BPA-Free Jar (6oz)
 Stick Pack (2.1g)
 Sachet (4.20g)
 1 kilo
 5 kilos

BRANDING

- Le Herbe TM
 Your Name Here

PAYMENT TYPE

- Check
 Wire Transfer
 Net 30

NOTE:
1 serving = 2.1g. Each serving
has 12.5 mg hemp extract
(distillate or isolate).

NOTE:
Stick pack and sachet requires
a minimum monthly order of
1 kilo.

NOTE:
Your name here requires a
minimum monthly order of 1 kilo.

NOTE:
First three orders for any new
account must be pre-paid by
check or wire transfer.

THIS PORTION OF AGREEMENT TO BE FILLED OUT BY OFFICE PERSONNEL ONLY

Date Approved: _____ Approved By: _____
Account Number: _____ Date Created: _____
Class Code: _____ Payment Terms: _____

RESELLER AGREEMENT

I/We ("Reseller") affirms that the information provided above is accurate. Reseller agrees to the terms and conditions herein. Reseller agrees to resell Le Herbe™ products to consumers and to represent Le Herbe in a professional manner. Reseller will adhere to and comply with Le Herbe MAP policy attached herein. Reseller will sell Le Herbe products only in the physical locations or website URLs set forth in this agreement and only directly to consumers, unless the product(s) being sold is/are used as a bulk ingredient.

Reseller will not sell or advertise Le Herbe products to or through online resellers such as Amazon or other web-based resellers of any kind. Reseller will not sell or otherwise transfer or drop-ship Le Herbe products to any of its affiliates, other entities or people if such products are to be listed for sale through online resellers as indicated herein. Reseller will not purchase and/or utilize any online key words containing the term "Le Herbe" from any source such as Google AdWords or any other source. Reseller agrees that selling in locations other than authorized locations will cause damage to Le Herbe in an amount that cannot be determined at this time, but agrees to pay for said damages (including attorney's fees) that result from Reseller's failure to comply with the requirements herein. Reseller further agrees that Le Herbe may immediately suspend reseller status until the appropriate corrections are made and/or immediately terminate this agreement in its entirety.

LIQUIDATED DAMAGES: The parties to this agreement each recognize that the authenticity and direct sourcing from Le Herbe of its products is important to the reputation and branding of Le Herbe™. Specifically, Reseller understands that Le Herbe's reputation of being a pioneer in water soluble cannabinoids is valuable to Le Herbe Reseller and Le Herbe agrees that it is, and would be difficult to ascertain the exact value of the damage that that would be caused to Le Herbe's brand if unauthorized third parties were to sell Le Herbe products on-line. The parties have discussed this issue and agree that \$10,000 is a fair estimate of the damage likely to be caused to the Le Herbe brand if Reseller were to sell any Le Herbe products on-line or to third parties that sell it online. The parties have been represented by counsel in the negotiation of this agreement, and/or understand that they may be so represented. Reseller represents that it is in the business of re-selling food & beverage products and understands the difficulty of proving the damage that would be caused to the Le Herbe brand.

INDEMNIFICATION: Reseller ("Indemnifying Party") shall indemnify, hold harmless and defend Le Herbe and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by indemnified Party and/or awarded against Indemnified Party (collectively "Losses") arising out of Reseller's unauthorized reselling and/or advertising to or through on-line resellers including, but not limited to Amazon or other web-based resellers of any kind.

DAMAGES AND WARRANTY Reseller will inspect all shipments for damages within 5 days of arrival at final destination and will request an RMA (Return Merchandise Authorization) if necessary for any damages. No RMA's will be accepted after that date for damaged goods. If no RMA is requested during the 5 day timeframe, Le Herbe will deem the goods to have been accepted as satisfactory or in good selling condition. Reseller will send photos of damaged goods to Le Herbe with the return or credit request. If no photos of damage are provided, no RMA will be issued. At the time of RMA, Le Herbe will issue a call tag to reseller, if call tag is not used to return the products to Le Herbe within 5 business days, the call tag will be voided and products will not be applicable for a credit or replacement. Le Herbe does not accept returns for expiration dates beyond 30 days from receipt of goods. If reseller is unable to sell products prior to their expiration date, Reseller will not be entitled to a refund. Goods damaged by opening boxes with box cutters or other types of damages caused by Reseller will not be returnable. Returns will only be accepted for goods (1) damaged by Le Herbe, (2) with expiations that are less than 6 months upon delivery, or (3) that are spoiled within expiration date. If products are returned for reasons other than acceptable reasons stated herein, a restocking fee of 25%-100% will apply at Le Herbe's sole discretion.

Le Herbe may freely assign this agreement. This agreement will be governed by the laws of the State of Florida, without regard to its choice of law provisions, and any disputes arising under this agreement shall be filed in the appropriate court in the county of Sarasota / Manatee. Any notices pertaining to this agreement shall be delivered to the addresses of Le Herbe and Reseller as listed herein. Either party may terminate this agreement with 30 days advance written notice to the other party, except in the case of Le Herbe's right to terminate this agreement as set forth above, in which case no advanced notice is required.

W H O L E S A L E A P P L I C A T I O N

ATTORNEYS' FEES: Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as all costs of the action, including but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs and expert witness fees. Further, recoverable attorney fees and costs shall include the costs for such items for any appeals. This paragraph shall remain independent from any judgment entered to enforce its terms, shall not merge therewith, and shall entitle the prevailing party to attorneys' fees and costs incurred in connection with post judgment collection and enforcement efforts. For purposes of this provision, if a matter is filed in any venue other than the state or federal courts in Florida and the matter is dismissed for improper venue, the party that did not file the action shall be deemed the prevailing party in that action.

This agreement and its attachments constitute the only agreement between Le Herbe & Reseller pertaining to the subject matter herein. The parties hereby agree to these terms and conditions.

COMPANY: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____



LE HERBE

MINIMUM ADVERTISED PRICE POLICY (MAP)

In order to protect our reputation for quality products, Le Herbe, LLC. ("Le Herbe") has adopted the Minimum Advertised Price Policy ("MAP"). The policy states as follows:

Le Herbe has established a Minimum Advertised Price Policy for all products sold or represented by Le Herbe. Le Herbe reserves the right to cease supplying product to any dealer/wholesaler whose advertising of the product (or to any distributor who sells to a dealer whose advertising of the product) contains a price lower than the Manufacturer's Suggested Retail Price (MSRP) set forth in the current Le Herbe Price List.

This policy applies to all forms of wholesaler/distributor advertising including mailings, catalogs, displays at consumer shows/exhibits, and any and all other forms of advertising media, including without limitation, the internet and any other electronic network. Any price information relating to Le Herbe products on an internet website which can be accessed directly through the transfer protocol (http) is considered to be advertising for purposes of this policy. Electronic mail sent in direct response to a customer inquiry is not considered to be advertising.

This policy only concerns advertised prices, and applies equally to all Le Herbe distributors and wholesalers. Exceptions to this policy include any Le Herbe authorized promotions for the specified timeframe as provided in writing by Le Herbe.

The foregoing is a statement of Le Herbe's unilateral policy and expresses the terms upon which we will deal with our customers. Le Herbe may modify the MAP policy from time to time. Le Herbe does not seek, nor will it accept, any agreement or understanding with you or anyone else with respect to the prices you may advertise or charge at any time.

This MAP policy has been established by Le Herbe to protect the reputation of its name and products. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing an listing the name of your company below.

COMPANY: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

THIS PORTION OF AGREEMENT TO BE FILLED OUT BY OFFICE PERSONNEL ONLY

Date Approved:

Approved By:

Account Number:

Date Created:

Class Code:

Payment Terms:

WHOLESALE APPLICATION