

IVGONGREEN, LLC. WHOLESALE CUSTOMER AGREEMENT

Please print and email a copy of this contract to info@ivgongreen.com

This Customer Wholesale Agreement (the "Agreement") is dated as of _____ (the "Effective Date") by and between **Ivgongreen, LLC.** ("Distributor") having a business address of 9250 Reseda Blvd. Ste. 2B, #138 Northridge, Ca 91325 and _____, having a business address of _____ ("Customer") (hereinafter referred to individually as "Party" and collectively as "Parties").

Whereas, Distributor is a distributor of certain wellness, grocery, natural and specialty products ("Products"); and

Whereas, Customer desires to engage Distributor as its distributor of the Products and Distributor desires to provide said services to Customer; and

Whereas, Distributor offers bulk purchasing option; and

Now therefore, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows.

1 TERM AND TERMINATION

1. This Agreement will commence on the Effective Date. The initial terms is one year from the Effective Date and will automatically renew on its anniversary for additional one year terms.
2. Distributor reserves the right to terminate this agreement (i) for convenience with thirty (30) days written notification to Customer, (ii) without notice to Customer if Customer has not placed an order with Distributor in the preceding six (6) months, (iii) immediately, if Customer fails to pay any amount when due and such failure continues for a period of five (5) days; provided, however, that such grace period will not apply if Customer has failed to pay any amount when due within the preceding six (6) months, (iv) immediately if Customer disputes a credit card charge from Distributor with its credit card holder without first having contacted Distributor about the charge and attempting to resolve the dispute in good faith.

2 IVGONGREEN PRODUCT ORDERING

1. Customer will send purchase orders to Distributor, and Distributor will fulfill the purchase orders from Distributor's inventory.
2. Orders by Purchasers shall be submitted by Customer to Distributor via Distributor's online Customer Portal. Distributor does not accept emailed, mailed, faxed or phoned purchase orders.
3. All orders must include the Distributor product codes, quantities for each, and the full shipping address of customer ("Purchaser").
4. Upon Distributor's receipt of an order from Customer, the order shall be processed

according to the following procedure:

- a) Distributor will pick the Products ordered from Customer and will, in accordance with commercially reasonable packing procedures commensurate with the value of the items being shipped, pack the products in padded envelopes or cardboard boxes with other appropriate packaging materials and seal and label the package for shipment.
- b) Orders will be shipped to the specified shipping destination within 3 business days so long as distributor receives the Order on a business day before the associated daily cut-off time for the distributor warehouse (the "Cut-Off"). Any order submitted by Customer on a non-business day will be deemed received by Distributor on the next business day. "Business day" is inclusive of weekdays (Monday through Friday) and excludes weekends (Saturday and Sunday) and Holidays. Transit time to destination is in addition to the 3 business days to pick and pack and ship the order. Distributor makes no warranty as to transit time of the various common carriers used.
- c) Order cancellation or modifications must be communicated by customer to Distributor at info@ivgongreen.com at least 10 minutes before the order Cutoff for the respective warehouse from which Product is ordered and during normal business hours for Distributor Customer Service Customer Service Team which is M-F 8am-6pm EST. For clarification, if the Cut-off for the warehouse is at 3pm EST, Customer must communicate the cancellation or modification in writing at least 10 minutes before 3pm EST order deadline. Notwithstanding, Distributor does not guarantee any changes can be made to an order after it has been submitted and Customer will be responsible for the costs, including associated shipping costs, of all orders processed. If an order does ship, Buyer's Remorse Claims procedures outlined in Section (5) (2) (c) apply. Distributor does NOT accept and/or process backorders. If one or more item on Customer's order is not in stock and/or is not available, the item is removed from the order and the balance of the order is shipped. Customer is not charged for items which do not ship.

3 INVOICE PAYMENT

- 1) Customer shall submit a signed Credit or Debit Card Authorization Form (**See Attachment A**) to Distributor authorizing Distributor to charge Customer's credit or debit card for all order(s) placed before Customer's account can be activated. Distributor will invoice Customer for each order. When submitting an order to Distributor, Customer's credit or debit card is authorized. The charge is captured for the actual products shipped plus the shipping and handling charge.
- 2) Individual invoices will be available for download at Distributor's online Customer Portal after the order has been picked and shipped.

4 SHIPPING PRODUCTS

- 1) Distributor offers UPS Ground, UPS Surepost and US Postal (First Class Parcel, Priority Mail no flat rate). Distributor will, in its sole discretion, rate shop the most cost-effective shipping method. Express shipping (for example two-day or overnight) is not available. Distributor can change available shipping methods at any time without notice to Customer. Customer can choose in writing to exclude any of the available shipping methods from the Rate Shop for all of Customer's orders, and not on an order by order basis.
- 2) Customer will be charged a Shipping and Handling fee that covers packaging materials and shipment of the order based on the weight, dimensions and shipping destination.

- 3) Customer shall be responsible for and bear the costs associated with any and all charges, penalties, assessments and or fees (“Fees”), imposed by UPS or USPS (or other common carriers that may be used in the future) resulting from an adjustment, modification, error and/or incorrect shipping information provided by Customer. Customer hereby authorizes Distributor to charge Customer’s Credit or Debit Card for all such Fees imposed/assessed to Distributor by UPS or the USPS, including Fees for non-deliverable items and address corrections.
- 4) Distributor will not be responsible for shipping delays caused by the shipping carrier or any damage, loss or liability created thereby. Distributor’s responsibility for package delivery ends once a package is delivered to its destination as evidenced by a proof of delivery (no signature required) from the common carrier. To be clear, once the common carrier delivers an order (as evidenced by a delivery confirmation from the common carrier), Distributor is not responsible for the loss of the package and will not honor claims for lost packages when a delivery confirmation has been received from the shipping carrier.
- 5) Distributor ships to the contiguous United States, Hawaii, Alaska and Puerto Rico as well as American Samoa, Guam, Marshall Islands, Northern Mariana Islands, Palau US Virgin Islands, as well as to APO and FPO military addresses.

5 CLAIMS AND RETURNS GOOD

- 1) Distributor will honor claims for a limited period and for specific reasons as set forth herein. **DISTRIBUTOR DOES NOT HONOR BUYER’S REMORSE CLAIMS FOR ORDERS PLACED WITH IVGONGREEN DELIVERS.**
- 2) Timing and Reporting. All claims must be initiated by email to info@ivgongreen.com within four (4) days from the delivered date. Customer number, item/upc number and invoice numbers are required for all claims. Types of Claims.
 - a) Shortage - Claims for products billed but not received are subject to review and verification by Distributor's Inventory Control department.
 - b) Claims for wrong product shipped are to subject to review by Distributors Inventory Control department. The UPC number from the item received is required. Distributor will notify Customer if a UPS call tag will be issued for the wrong item(s) received for return shipment at Distributor expense.
 - c) **BUYER’S REMORSE - RETURNS DUE TO BUYER’S REMORSE (WHERE CUSTOMER CHANGES HIS/HER MIND, CANNOT SELL PRODUCT, ETC.) ARE NOT ACCEPTED. ALL SALES ARE FINAL.**
 - d) Undelivered Packages – Distributor will issue a refund for lost in transit shipments that are not delivered to the final destination. Distributor will not issue a refund for packages where a delivery confirmation has been received from the shipping carrier. Distributor does not utilize Signature Delivery service. It is available as an optional add-on cost per shipment from UPS and free with LTL.
 - e) Expired Inventory – All claims for expired inventory must be accompanied with the Expiration Date. Distributor will not issue a refund for expired merchandise if the order was shipped within 30 or more days from the “best by” date.

- f) Damaged Claims – All damage claims must be accompanied by digital photograph and details about the damage.
- g) Manufacturer Defects – Distributor will issue a refund for defects such as missing safety seal or no label. Quality complaints due to taste, touch or smell should be reported to the manufacturer for a warranty claim.
- h) Product Image Not Matching Product - Distributor is not responsible for new product labeling where the image in the product feed or Distributor's ordering portal is not the exact version the consumer receives. If the UPC number is kept the same then no significant changes to the product have been made and no claim will be honored.
- i) Melt - Distributor is not responsible for products that may melt in transit such as, but not limited to, chocolate bars or gummy vitamins. Distributor does not ship with ice packs or any special packaging to cool the products in transit. Customer is advised to not buy any items that are prone to melting in transit in the summer months.

6 CREDIT CARD CHARGEBACKS

- 1) Distributor does not accept credit card charge backs. If Customer pays with a credit or debit card and disputes a credit or debit card charge with its credit or debit card company without first having contacted Distributor about the charge and attempting to resolve the dispute in good faith, Distributor may in its sole discretion immediately and without notice place Customer's account on hold. Customer will be responsible for and shall reimburse Distributor for all credit and debit card fees and/or charges imposed upon Distributor resulting from Customer's credit or debit card charge back.

7 PRODUCT FEED

- 1) Distributor will provide a Product Feed containing product information consisting of Distributor item number, product name, description, weight/size, UPC code, and other relevant product information.
- 2) Customer may not alter, modify or change the images and/or description provided as part of the Product Feed with the intent of or for the purpose of disguising the manufacturer of the product and/or misleading an end-consumer or Purchaser regarding the manufacturer of, products categorization and or the intended purposed of the product.
- 3) Customer may not transfer, sell, re-sell or allow any third party access to the Distributor portal nor any of the information contained therein, including but not limited to product Information and/or Product Feeds.

8 CONFIDENTIAL INFORMATION

- 1) Any proprietary information supplied by either party to the other, including information on customer and supplier identity or any other customer or supplier information, purchasing volumes and history, pricing and margins, purchasing specifications, and product market results (the "Confidential Information"), is confidential and proprietary information of the disclosing party, and constitutes valuable trade secrets owned solely by the disclosing party. The recipient party of any Confidential Information will not disclose any Confidential

Information to any third person or entity without the prior written consent of the disclosing party, and will not use any Confidential Information for any reason other than to fulfill its obligation under these terms and Conditions; provided, however, that either party may disclose any Confidential Information to the extent compelled by law, regulation, rule, subpoena or other process of law. The obligations under this paragraph will not apply to any of the Confidential Information that (a) was known to the recipient party at the time the Confidential Information was disclosed; (b) was known to the public at the time the Confidential Information was disclosed; (c) becomes known to the public after the date that the Confidential Information was disclosed through no fault by the recipient party; or (d) is given to the recipient party by a third party who has a lawful right to disclose the Confidential Information to the recipient party; or (v) is independently developed by Receiving Party without reference to Confidential Information.

9 ACCOUNT SET UP AND ACCOUNT FEE

- 1) Customer will be charged a one-time **Non-Refundable** set-up fee of **\$60.00** Customer will not be able to place orders until Ivgongreen, LLC approves customers account.

10 SALES TAX

- 1) Customer is responsible for collection or payment of any sales taxes to any state, or other governmental entity on the sales by Customer of the products and or merchandise. Customer shall complete and submit to Distributor a properly executed Sales Tax Exemption Certificate. Customer shall obtain its state specific tax exempt form from its state's Division of Taxation and submit said form properly executed to Distributor.

11 PRODUCT GUARANTEE/LIMITATION OF LIABILITY

- 1) All Products are guaranteed to be in saleable condition at the time of shipping. "Expiration dates" and/or "Shelf life" dates will vary from product to product.
- 2) As a distributor, Distributor employs reasonable efforts to obtain representations and warranties from its suppliers that they comply with all local, state, regional, provincial and federal regulations regarding the manufacture, storage, transportation and distribution of food, food products and non-food products, in addition to all applicable labeling regulations. Notwithstanding, Distributor is not the manufacturer of the Products however, and makes no representations and/or warranties with respect to the manufacture of the Products.
 - a) **Distributor will indemnify Customer against any actions, suits, claims, demands and proceedings ("Claims") asserted by any third-party, and from any damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) (collectively "Damages") sought by any third-party, alleging any of the following:**
 - b) Injury to any person, or any other damage or loss alleged to have resulted from the Product, including the Product having been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or other applicable law or regulation;
 - c) Violation of any applicable federal, state or local laws relating to the Product, including any label, packaging or invoice associated with the Product; or

- d) A defect involving the packaging, labeling, packing, shipping and/or invoicing of Product.
- e) In the event a Claim is made against Customer by a third party alleging infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret or other proprietary right in connection with the Product, Distributor's sole obligation hereunder will be to assign to Customer any rights Distributor may have against the manufacturer of the Product.
- f) Distributor shall not be required to defend and indemnify any Claim to the extent such Claim arises from the negligence or the intentional act or omission of Customer or a customer of Customer.
- g) In the absence of a third-party claim, if Distributor has shipped products which are non-conforming due to failure of the products to comply with any applicable federal or state laws or regulations, including but not limited to applicable environmental, safety, health labeling and/or hazardous materials laws, Customer's sole remedy, and Distributor's sole obligation, shall be for Distributor to provide conforming products at Distributor's sole expense.
- h) **EXCEPT AS SET FORTH IN THIS SUBSECTION, DISTRIBUTOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE SALE AND/OR USE OF THE PRODUCTS, AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL DISTRIBUTOR BE LIABLE FOR INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS.**

12 FORCE MAJEURE

- 1) Distributor will not be liable for any delay or failure in the performance of this Agreement, or in the delivery or shipment of goods, or for any damages suffered by Customer by reason of such delay or failure, if such delay or failure is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Distributor's reasonable control. All orders are accepted with the understanding that they are subject to Distributor's ability to obtain the necessary products, and all orders as well as shipments applicable thereto are subject to this Agreement and any government regulations, orders, directives, and restrictions that may be in effect from time to time.

13 GOVERNING LAW

- 1) This Agreement will be construed and enforced in accordance with the internal laws of the State of California, without regard to its conflict of law principles. The federal and/or state courts of California will have exclusive personal and subject matter jurisdiction over, and the parties each hereby submit to the venue of such courts with respect to, any dispute arising pursuant to this order, and all objections to such jurisdiction and venue are hereby waived. Customer consents to service of process permitted under California law or by certified mail, return receipt requested.

14 MODIFICATION AND WAIVER

- 1) No modification of any term or provision of this Agreement will be enforceable unless set forth in a writing executed by both parties. No waiver of any term or provision of this Agreement will be enforceable unless set forth in a writing executed by the party sought to be charged. The waiver by either party hereto of any of its rights or breaches by the other party under this Agreement in a particular instance will not be construed as a waiver of the same or different rights or breaches in subsequent instances. Without limiting the generality of the foregoing, the acceptance by Distributor of any partial payment due hereunder will not establish a custom or waive any rights of Distributor to enforce prompt payments hereunder.

15 ENTIRE AGREEMENT

- 1) Other than any credit applications, this Agreement and any attached schedules contain the entire agreement between Distributor and Customer regarding the distribution of Products by Distributor, and supersede all prior written or oral agreements regarding distribution of Products.

16 ASSIGNMENT

- 1) This Agreement may not be assigned by Customer without Distributor's prior written consent (which consent shall not be unreasonably withheld or delayed). An assignment made with Distributor's consent will be assessed account set-up fees.

17 NOTICES

- 1) Any written notices required in this Agreement may be made by personal delivery, overnight or other delivery service, or first class mail. Notices by facsimile will be effective when transmission is complete and confirmed; notices by personal delivery will be effective upon delivery; notices by overnight or other delivery services will be effective when delivery is confirmed; and notices by mail will be effective four business days after mailing.

In witness whereof, the parties have duly executed this Agreement by their duly authorized representatives as of the Effective Date.

Customer,

Date: _____

Name: _____

Title: _____

Signature: _____

Address: _____

Fed Tax ID Number: _____

Resellers ID Number: _____

Phone Number: _____

Email Address: _____

Ivgongreen, LLC,

Date: _____

Name: _____

Title: _____

Signature: _____

Ivgongreen, LLC.
9250 Reseda Blvd. Ste. 2B. #138
Northridge, Ca. 91325
info@ivgongreen.com

