

STANDARD TERMS AND CONDITIONS

APPLYING TO ALL WHOLESALE AND COMMERCIAL CUSTOMERS

These standard terms and conditions apply to all sales by Mountain Rose, Inc., dba Mountain Rose Herbs (“**Seller**”) to for commercial or business purposes, and those sales are expressly conditioned upon Buyer’s acceptance. For these terms and conditions, the “**Buyer**” is the entity or individual that submits an order request or purchase order to Seller, or for wholesale accounts, “**Buyer**” is the entity or individual that opens the account. By opening a wholesale account, Buyer agrees that these terms and conditions solely govern the sale of products from Seller to Buyer. Any additional or different terms or conditions in any previous or later communication from Buyer, any course of dealing, or any custom are not applicable and Seller objects to and rejects any terms not contained below. Terms additional to or different from those set out in this document (except product descriptions, prices, and similar terms specific to each given transaction) will have no force or effect unless Seller expressly agrees in writing to be bound by those terms, and such agreement must be signed by a representative of Seller with authority to do so. Seller reserves the right to revise these standard terms and conditions at any time without prior notice to Buyer. Buyer agrees that the standard terms and conditions in effect on the date an order request or purchase order is submitted will govern the sale. A current version of these standard terms and conditions can be accessed at <https://mountainroseherbs.com/content/pdf/mountain-rose-wholesale-terms.pdf> . These terms apply regardless of the method by which the Buyer purchases goods from Seller.

1. **Maintaining Your Wholesale Account Benefits.** Commercial customers may purchase products through the normal “retail” ordering system, or through a wholesale account as described in this section. Wholesale accounts and sales are available for business purposes only, and are not available for family, household or personal purposes. By opening a wholesale account, Buyer represents that the purchases are for business purposes. Buyer acknowledges that wholesale accounts must be approved by Seller before the account can be utilized, and such approval is given or withheld in Seller’s sole discretion based on Seller’s then-current criteria for wholesale accounts, which criteria may change at any time and does not need to be applied consistently for all customers. In order to maintain a wholesale account and the benefits of such account, Buyer must meet any minimum order and other requirements for Buyer’s account as Seller may set and revise from time to time. Nonetheless, Seller may at any time close or modify any wholesale accounts or any benefits associated with any wholesale accounts, for any or no reason. If an account is closed for any reason, then, at Seller’s option, pending orders will be shipped in accordance with the order or will be cancelled and refunded. Seller may discontinue offering wholesale accounts at any time.

2. **Prices.** All posted prices are subject to change at any time without notice. Prices and quotes do not include sales, use, excise, value added, or other taxes. Where applicable, Buyer will pay all such taxes. For wholesale accounts, Buyer must log into the Buyer’s online account to receive wholesale pricing and any orders made through other means will not receive wholesale pricing. In addition, Buyer must order through the wholesale account to obtain a tax exemption, if one is available. To be eligible for a tax exemption, Buyer must provide a completed and valid certificate as required by the state where the goods will be received. Buyer will be responsible for all taxes on an order, including those taxes that could have been exempted by ordering through the wholesale account. No discount codes, coupons, sale prices or other discounts apply to wholesale

pricing. For full price items not ordered through the wholesale account, discount codes do not apply to sales items or clearance products, and cannot be used in combination with another coupon or discount offer. While Seller does not offer double discounts in those cases, Seller will honor the highest discount applicable. In any case, a coupon code or sales price is not valid after the coupon or sale has expired or ended.

3. **Purchase Orders; Orders.** Products will be sold for the posted prices, and Buyer's acceptance of the products constitutes acceptance of Seller's price. Prices listed in Buyer's purchase orders or other communications that differ from the posted price are not accepted or agreed upon by Seller. Purchase orders must list products according to Seller's standard product descriptions and weights, and Seller may fulfill orders based on standard products and weights notwithstanding the descriptions on the purchase order. Delivery of a purchase order to Seller does not create any binding order unless and until Seller confirms in writing its acceptance of such purchase order. After any such acceptance, these terms and conditions will apply to the underlying order.

4. **Commercial Sales.** All sales by Seller are intended as commercial sales and Buyer acknowledges that it is using the goods primarily in Buyer's business or for commercial purposes.

5. **Payment.** Unless otherwise indicated on a purchase order, payment in full, without any offset, contingency, or hold-back, is due prior to shipment. Seller may, but is not required to, extend Buyer credit in Seller's discretion, and on such terms as Seller determines. For amounts sold on credit, any amount that the Buyer does not pay when due will accrue interest at 2% per month, or, if a lesser rate is required by law, then the highest rate allowed by law.

6. **Invoices.** All order confirmations, invoices and monthly statements issued by Seller shall be conclusively deemed accepted as accurate by Buyer except to the extent Buyer notifies Seller in writing of any error within thirty (30) days of receipt of the order and except as otherwise expressly provided in these terms and conditions. No taxes will be refunded or disputed once they have been remitted to the taxing authority.

7. **Delivery.** Unless otherwise agreed in writing by Seller, all sales are made from Seller's facility to the common free delivery point nearest the destination within the continental United States. Seller will arrange for shipment of the products prepaid consistent with any specific delivery option selected by Buyer, and Buyer will pay all shipping, handling and insurance charges as specified during the ordering process. Buyer is responsible for all aspects of unloading and storing of all product upon delivery. Any shipping or delivery dates given by Seller are approximate, are provided only for the convenience of Buyer; and are conditioned upon the prompt provision of all necessary information by Buyer, prompt payment by Buyer, the ready availability of raw materials, normal labor relations, and customary times for manufacture. Seller shall not be liable for any delay in delivery of any kind, regardless of the cause or extent. All sales are contingent on the ability of Seller and its suppliers and/or manufacturers to secure associated products and raw materials. If Seller does not have sufficient products to satisfy its obligations to its customers, Seller may allocate its available supply of products among its customers on such basis as Seller determines, in Seller's sole discretion, and, in such event, Seller may delay or cancel some or all of Buyer's order and Seller shall not be liable to Buyer for failure to deliver all or any part of the product.

8. **International Orders.** Seller does not ship products to addresses outside the continental United States. Seller will instead ship products to a designated port within the continental United States and Buyer must then itself arrange for shipment of the underlying products to the ultimate destination. Buyer is solely responsible for export clearance and for payment of any duties and customs broker fees and other related fees, charges or costs. Buyer is solely responsible for ensuring that the import of products in any jurisdiction outside the United States is permitted under the laws of such jurisdiction. Seller assumes no responsibility in regard to any export of products from the United States and any such export from the United States (and import into another country) is at Buyer's sole risk regardless of the fact that Seller may provide assistance to Buyer in regard to the foregoing and regardless of the fact that Seller may otherwise facilitate the foregoing.

9. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon the earlier of Seller's delivery to Buyer or upon receipt by the first carrier or courier for transport to Buyer.

10. **Product Issues.** Failure to notify Seller of any problems with the product within thirty (30) days of Buyer's receipt of the product shall constitute acceptance by Buyer of the product. Products not meeting the warranty below may be returned to Seller at Seller's expense for a full refund, and the foregoing constitutes Buyer's sole and exclusive remedy for a breach of the warranty below.

11. **Representations, Warranties, Disclaimers, and Covenants.** Seller warrants to Buyer that: (i) the products comply with Seller's standard specifications for the product within standard tolerances; and (ii) if the products are intended to be edible, and unless labeled otherwise, the products are fit for human consumption if used for their intended purpose and if prepared, stored and consumed in accordance with Seller's directions, if any, or other generally accepted directions and specifications. In addition, Seller warrants that it shall: (i) maintain and operate, or cause its carrier to maintain and operate, all vehicles used for transportation of products in a safe, sanitary, and proper operating condition; and (ii) conduct its business operations in compliance with all customary industry food product handling, processing, storage, packaging, labeling, and shipping practices, and in compliance with a documented, effective hazard analysis and risk-based preventative control (HARPC) program, as well as any additional programs required from time to time by the FDA and/or the USDA (or any successor or additional agency responsible for food safety).

The foregoing warranty expires 6 months after shipment of the product. Upon any breach of any warranty, Seller will either replace the product or refund the purchase price of the product, at Seller's election, and as Buyer's sole and exclusive remedy for a breach of the warranty. All warranties are voided if a product is abused, misused, improperly stored, improperly handled, repackaged, removed from its packaging, or otherwise damaged or tainted by Buyer.

Aside from the foregoing warranties, there are no other warranties regarding the products, express or implied. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, AVAILABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. SELLER FURTHER DISCLAIMS ANY WARRANTY REGARDING THE LEGALITY OF EXPORTING ANY PRODUCT FROM THE UNITED STATES OR IMPORTING ANY PRODUCT IN ANY JURISDICTION OR WHETHER THE

PRODUCTS CAN BE OFFERED FOR SALE OR SOLD IN ANY JURISDICTION OUTSIDE THE UNITED STATES. Buyer acknowledges that it has not relied upon any oral or implied representation of any kind made by Seller in connection with any purchase, return, or other act or omission. Buyer acknowledges that the products are natural materials that vary in color, odor, texture and flavor within natural tolerances, and products received may not match previous orders or samples of the product.

12. **Limitation of Liability.** Regardless of the nature of or legal basis for any claim, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES of any kind, including but not limited to lost profits or revenue, increased expenses or reduced efficiency, loss of use of products or facilities, the cost or value of labor of any kind, damage to reputation or customer relationships, expenses of litigation or other disputes with third parties, administrative or management time or services, claims of Buyer's customers or others, the cost of efforts to mitigate any damages, or any emotional distress or similar damages, and even if the Seller has been advised of the possibility of such damages. SELLER SHALL NOT BE LIABLE TO BUYER ON ANY CLAIM OR SET OF RELATED CLAIMS, WHETHER ARISING IN CONTRACT OR TORT INCLUDING FOR SELLER'S NEGLIGENCE, FOR A TOTAL AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT alleged to be nonconforming, defective in any way, or otherwise not provided in accordance with Seller's obligations. These limitations are a material aspect of the bargain between Buyer and Seller, and are a vital component of the price charged for the products.

13. **Changes and Cancellations.** Changes by Buyer are not possible once an order has been placed. If changes do need to be made, you may be asked to cancel your order and replace it with a new order with your correct items. Buyer must promptly contact a wholesale account representative of Seller during Seller's business hours to determine if a change is possible. Buyer may cancel an order before the order is processed. Cancelling an order may not be possible after an order is processed. Buyer must contact a wholesale account representative of Seller during Seller's business hours to determine if a cancellation is possible. If a change or cancellation is not possible, please refer to our returns section. Requests to change the shipping address after the order has been placed will not be accepted without cancelling the original order and replacing it with an order that provides the accurate shipping address. If the order has shipped out already, re-routing the package may be possible but is not guaranteed. Buyer must contact a wholesale account representative of Seller to determine if cancelling an order or re-routing the package is possible.

14. **Returns.** Subject to the requirements of this paragraph, products may be returned for any or no reason by Buyer within thirty (30) days of the date received by Buyer, or such later time as may be authorized by Seller, for a full or partial refund of the price paid to Seller. Buyer must contact a Wholesale account representative of Seller before returning a product. Returned product must be in the same condition and same packaging as when received. In addition, essential oils, bitters, and herbal extracts in 8 oz (approx.. 225 g) or larger size containers are only eligible for refunds if they are unopened and the tamper evident safety seal is unbroken. Buyer is responsible for the cost of shipping returns, unless otherwise agreed to by Seller. Buyer agrees to comply with all health and safety laws, rules, and regulations that apply to Seller under state or federal law or under the terms of this agreement when returning products, including any time during which the products are held by Buyer pending return. If Buyer is returning Products from

outside the United States, Buyer is solely responsible for clearance of returned Products through United States customs and for any duties, fees, costs and charges that may arise in conjunction with same. Seller may set off from any refund payable on a product return any amounts required to be paid for Seller to take possession of the returned products.

15. **Disputes; Laws.** If any legal proceeding is brought to determine, interpret, or enforce any rights as between Seller and Buyer, or in any other way relating to any sales made by Seller, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related expenses of arbitration or litigation (including, but not limited to, consultant and expert witness fees, charges for non-lawyer legal staff, investigator's charges, transcripts and other deposition expenses, the cost of title reports and asset searches, and travel expenses for witnesses and others) in amounts to be set by the arbitrator or court, in the trial court and on appeal, in addition to costs and disbursements allowed by law. The parties' relationships are controlled by, and all agreements are to be interpreted and enforced in accordance with, only the laws of the State of Oregon, excluding any provisions regarding conflict of laws. Venue for any legal proceeding relating in any way to Seller or any sales made by Seller to Buyer shall exclusively be in Lane County, Oregon. Buyer consents to jurisdiction of the courts located in Lane County, Oregon, and waives any objection that such courts are an inconvenient forum. Neither party may bring a suit or arbitration against the other party more than two years after the cause of action has accrued.

16. **ARBITRATION IS REQUIRED.** Buyer agrees that any dispute regarding any product purchased from Seller will be resolved exclusively through confidential, binding arbitration conducted by the Arbitration Service of Portland, Inc. ("ASP"). The parties agree that any dispute, proceedings and results of the arbitration will be confidential and will not be disclosed to third parties, except as required by law or to comply with legal obligations. The seat of arbitration will be Eugene, Oregon. Arbitration is not required if Seller decides to seek an equitable remedy from a court, including without limitation an injunction or temporary restraining order. This arbitration clause is governed by the Oregon Arbitration Act.

17. **CLASS ACTION AND JURY WAIVER.** In any suit or arbitration, the judge or arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. BUYER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

18. **General.** Seller shall not be liable for any loss, damage, or delay of any kind arising out of Seller's failure to perform of any kind to the extent caused by unavailability of materials, transportation delays, equipment failure or downtime or any other circumstances whatsoever that are beyond Seller's reasonable control. If any of the provisions contained herein are deemed illegal or unenforceable, such determination shall not affect the validity of the remaining terms and conditions, which will continue in force and effect to the fullest extent permitted under applicable law. No waiver of any right arising out of a breach of any term or condition of these Standard Terms shall be a waiver of any right arising out of any other subsequent breach of the same or any other terms or condition or a waiver of the covenant, term, or condition itself.