

Drink Me! Tea & Treats Wholesale Agreement

This Wholesale Agreement ("Agreement") is made between **Drink Me! Tea & Treats** (hereinafter referred to as "Supplier"), an Arizona Limited Liability Company with its principal office at 1730 E Warner Rd Ste 8, Tempe, AZ 85284, and _____ ("Customer"). This Agreement outlines the terms and conditions under which Supplier agrees to provide tea products and confections to the Customer for resale.

1. Product Offerings

Supplier agrees to provide premium loose-leaf tea, confections, and other related items ("Products") to the Customer as specified in individual purchase orders, subject to the terms of this Agreement. Customer agrees to purchase Products exclusively for resale or approved use and not for private labeling unless otherwise agreed upon in writing.

2. Pricing and Payment Terms

- **Net 15 Payment Terms:** Invoices are due within fifteen (15) days of the invoice date. Invoices will be sent through QuickBooks and payments can be made via Credit Card, ACH transfer, or Check. Late payments will incur a fee of 1.5% per month on overdue balances.
- **Pricing:** Prices for Products will be specified in corresponding quote or order form and are subject to change with a 30-day written notice to the Customer.
- **Taxes:** Customer is responsible for all applicable taxes unless a valid resale certificate is provided.

3. Orders and Delivery

- **Order Placement:** The Customer and Supplier will determine the best schedule for placing orders and deliveries. Orders must be placed via email or an agreed-upon ordering system. Standard orders should be placed by _____ for delivery on _____ or as mutually agreed upon.
- **Minimum Order and Delivery Fees:** Orders require a minimum number of pieces, based on the item (i.e. 1 dozen). A \$12 delivery fee applies for all orders.

- **Rush Orders:** Rush orders may be fulfilled within 48 hours for an additional \$50 fee, subject to availability.
- **Quantity:** Customer may purchase such quantities of the Products as Customer deems necessary or appropriate to fill its customer's orders from time to time, subject to any cutback procedures implemented by Supplier.

4. Shipping and Risk of Loss

Products will be delivered to the Customer's designated location *free on board* ("FOB"). Risk of loss transfers to the Customer upon delivery. Supplier is not liable for damage or loss occurring after delivery. Allocation of limited or unavailable Products will be determined by Supplier in a commercially reasonable manner. If any of the Products are in limited supply or otherwise unavailable in the quantities requested by Customer, Supplier may elect to cut back Customer's order for such Product and instead allocate an alternate product in a commercially reasonable manner that does not place Customer at a competitive disadvantage. Customer acknowledges and agrees that Customer shall have no claim or remedy against Supplier, in connection with any such allocation by Supplier. Supplier makes no representations or warranties of any kind, express, implied, or otherwise, and specifically disclaims (i) any warranty or merchantability or fitness for a particular purpose with respect to products, and (ii) any liability with respect to any products that, after delivery to Customer, Customer has altered, modified, or tampered with, subject but not limited to misuse, negligence, or otherwise damaged, or have been stored, handled, or used in a manner contrary to applicable laws or regulations or Supplier's direction.

5. Returns and Refunds

Supplier offers refunds for defective or damaged Products reported within seven (7) days of receipt. Refunds are limited to unopened or quality-compromised items attributable to Supplier. Approved refunds will be processed within fifteen (15) days.

6. Termination

Either party may terminate this Agreement with thirty (30) days' written notice. Outstanding invoices must be settled within fifteen (15) days of termination. Supplier reserves the right

to terminate immediately in cases of non-payment, misuse of brand, or breach of Agreement.

8. Confidentiality

The Customer, its agents, employees and representatives agree to maintain the confidentiality of proprietary information, including pricing and product specifications shared by the Supplier. This obligation survives the termination of this Agreement. The existence of this Agreement and its terms and conditions are hereby designated as confidential and, notwithstanding anything in this section to the contrary, shall be treated as confidential information.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles.

10. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the wholesale of Products and supersedes any prior agreements or understandings, whether written or oral.
- **Amendments:** Any modifications must be made in writing and signed by both parties.
- **Relationship of the Parties:** The parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed as creating any other relationship, whether of employer and employee, partners, joint ventures, agents or otherwise.
- **Notices:** All notices pursuant to this Agreement (each a “Notice”) shall be in writing and shall refer specifically to this Agreement. Notices shall be delivered by a nationally recognized courier service, first class mail (certified or registered, postage prepaid) or via email and sent to the respective address(es) set forth below or to such other address(es) as Supplier and Customer may specify in its notice address by notice given in accordance with this section. Notice is deemed given as follows: (a) when personally delivered, upon receipt as indicated by the date on the signed receipt, (b) when sent by e-mail, on the date sent so long as the e-mail was sent by

5:30 pm Arizona time (transmissions sent after this time are to be deemed to have been provided the following day) and the sender does not receive a delivery error (e.g. a “bounced” message), (d) when sent by a nationally-recognized overnight courier service (e.g. UPS, FedEx) on the date designated, by the sender for delivery when sent, (e) when sent by first class certified or registered mail, three (3) days after the sender mails them.

- **Assignment:** The Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Supplier.
- **Indemnification:** Customer shall defend, indemnify, and hold harmless Supplier and its affiliates, subsidiaries, directors, officers, employees and representatives from and against any claims, to the extent arising directly or indirectly out of (a) Customer’s breach of this Agreement, or (b) the fraudulent, intentional misconduct or negligent act or omission of Customer; provided that Customer shall have no duty to indemnify, defend or hold harmless under this paragraph to the extent that Supplier, its affiliates, subsidiaries, directors, employees or representatives caused or contributed to the claims or to the extent that Supplier is obligated to indemnify Customer under the preceding paragraphs.
 - Neither party shall be liable to the other party for any incidental, indirect, punitive, consequential, or special damages, including damages for loss of profits, loss or revenue or losses by reason of cost of capital, arising from or relating to any performance or lack of performance under this Agreement, even if such damages were foreseeable or a party was advised of the possibility of such damages, and regardless of whether a claim is based on contract, tort, or violation of any applicable legal or equitable principle.
- **Severability:** The invalidity of all or part of any provision of this Agreement shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.
- **Statute of Frauds:** All electronically disclosed information made pursuant to this Agreement shall be deemed by the Parties to be the same as written communication for all purposes, and for all applications of law and statutes, including but not limited to, the Statute of Frauds under the Uniform Commercial Code of the governing law specified above.
- **Force Majeure:** Neither party shall be liable for any delay or nonperformance, in whole or in part, nor shall the party have the right to terminate the Agreement where delivery or performance has been affected by a condition of force majeure unless

such delivery or performance is delayed for thirty (30) days or more. For purposes of this Agreement, Force Majeure means a condition which results from causes beyond a party's reasonable control, including but not limited to: acts of God, acts of the other party, shortages, fires, labor disputes, strikes, floods, epidemics, quarantines, war, riot, delay in transportation, compliance with any applicable governmental regulation or order, whether or not it later proves to be invalid, or inability to obtain labor, materials or manufacturing facilities. If either party is affected by a Force Majeure event, such party shall promptly, but no later than ten (10) days of its occurrence, give notice to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use its best efforts to remedy its inability to perform.

Acceptance

By signing below, both parties agree to the terms of this Wholesale Agreement.

Drink Me! Tea & Treats LLC

Authorized Signature

Name & Title

Date

Customer

Authorized Signature

Name & Title

Date

Customer's Business Name

Customer's Address