

wholesale TERMS AND CONDITIONS AGREEMENT

Retail Qualifications

To become a Legendairy Milk, LLC vendor, you must be registered as a retail business, and submit this "Wholesale Terms and Conditions Agreement" to Legendairy Milk, LLC.

Minimum Advertised Price Policy

Legendairy Milk, LLC minimum advertised price policy is to provide our retail partners and consumers with a unified advertised pricing structure, maintain the reputation for high-quality products and provide comprehensive warranty and support services. The MAP policy applies to all forms of advertising including internet, catalogs, ads, emails, etc. By signing this agreement, retailers are committing to not re-sell our products for less than the MSRP on the order form unless written permission from Legendairy Milk, LLC is given for a special promotion. While retailers are free to conduct business as they choose, Legendairy Milk, LLC reserves the right to terminate any account we feel does not honor Legendairy Milk, LLC Minimum Advertised Price Policy and require that terminated retailer to return all unsold product immediately. 15% restocking fee may apply.

Brand Equity Preservation

Legendairy Milk, LLC and its retail partners agree to a unified pricing structure to protect the brand, the products of the company and the margins for our partners worldwide. Retailers that commit to protecting their margins and our branding and pricing are welcomed partners.

Internet Retailing

Retailers are permitted to re-sell Legendairy Milk, LLC products in their own stores and online on their company store sites only. Legendairy Milk, LLC will support retailers with images for the site. Retailing on aggregators/reseller/Co-op sites, such as Amazon and EBay, is expressly prohibited. We do not accept 3rd party selling or marketing (i.e., web link for product published on Amazon) on Amazon or any other consumer site. If a retailer violates this policy or the pricing policy, it will be required to immediately return product at its expense plus a 15% restocking fee.

Internet Advertising

Retailers are restricted from bidding on or register search engine keywords, Google AdWords, search terms or other identifying terms or domain names that include any Tradenames or Trademarks of Legendairy Milk in whole or in part or any variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service.

Ordering Process

Upon receipt and approval of your completed Wholesale Agreement and your retailer application, you will be notified that you are an approved reseller. To order, login to the vendor portal at www.legendairymilk.com.

Shipping and Handling: Shipping and Handling charges will be based on weight and size and shipped via the most cost-effective carrier available.

Shipping Time

In stock orders will be shipped within 2-3 business days.

Sales Tax

Sales tax will be charged unless appropriate tax exemption/reseller documentation is received. This should be sent in on the standard form provided the retailers respective state.

By signing this document, I acknowledge I understand and will comply with the Legendairy Milk, LLC terms and conditions detailed herein. Legendairy Milk, LLC Reserves the right to make any exceptions or changes to this policy at any time.

Signature

By

Title

Date

Company Name

Signature

By

Title

Date

Company Name *Legendairy Milk*