

# Terms & Conditions/Reseller Agreement

## 1. Billing Terms and Conditions

- a. We accept ACH, VISA, MASTERCARD and AMERICAN EXPRESS If you wish to pay by check or money order please call 877-790-9514 to place your order by phone. We use different card processors and one of those is located in the United Kingdom. For you, our customer, this means:
- b. Your bank may charge a transaction fee that is a percentage of your order at Healthy Hemp Solutions. Please contact your bank to inquire about their given policies.
- c. Your purchase at Healthy Hemp Solutions may be declined as your bank may flag the purchase as fraudulent. If your card is declined YOU WILL HAVE TO CONTACT YOUR BANK and make them aware that the charge Healthy Hemp Solutions is placing on your account is not fraudulent and you approve the charge. BE AWARE, your card may still be declined even with you approving the charge through your bank. At this point, you will have to use a different method of payment such as another card or check / money-order or ACH.
- d. In rare instances, a customer may experience a reversal of a previous outbound transfer of funds from the customer's bank account or credit card. If this occurs, the customer is responsible for payment as this is a cost originating from the customer's bank account and not Healthy Hemp Solutions.

## 2. Shipping Information

- a. All orders are shipped with USPS. All orders over \$200.00 will require a signature. If you wish to waive this, you must call us at 877-790-9514 and request this service. In the event that you waiver signature confirmation, you also waiver insurance on the package – this means if your package is lost we will not replace or refund the order.
- b. We offer free shipping with ACH, \$10.00 for all orders \$500.00 and below, and 2% on all orders \$500.01 and above. The customer is responsible for 100% cost of all upgraded shipping options, and will require a signature. You cannot waive signature on Express packages.
- c. All orders placed Monday through Friday including weekends / holidays will be shipped same or next business day. All tracking information may take up to 24 hours to update. If a product is currently on backorder, we will notify the customer, and ship the product as soon as it is available.

## 3. Refund Policy

- a. If you received a damaged product, please contact us at 877-790-9514 or email your regional Distribution Manager. You will need to provide proof of the damaged product.

Your regional Distribution Manager will then provide you with instructions on what steps you will need to take next.

#### **4. Exceptions**

- a. We cannot accept returns on any +CBD OR Koi Vape products unless they are damaged or defective. You must contact us within 30 days of receiving the item to make us aware that the item was defected to return the product for replacement or full refund.
- b. Please note we will not refund any added shipping fees.

#### **5. Privacy**

- a. We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

#### **6. Promotions**

- a. Healthy Hemp Solutions reserves the right to cancel any promotion at any time.  
BY PLACING AN ORDER ON [HEALTHYHEMPSOLUTIONS.COM](https://www.healthyhemp.com) YOU ARE AGREEING TO THE ABOVE TERMS AND CONDITIONS!

#### **7. Back Orders**

- a. If an item is currently on back order, you have the ability to change or remove the item. If this is not specified, you will be charged for the item and it will be shipped upon availability.

### **Reseller Agreement Form**

#### **1. Introduction**

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price based advertising that would be detrimental to our dealers' service and support efforts. As a result, Healthy Hemp Solutions, LLC has unilaterally established this Minimum Advertised Price ("MAP"/"MSRP") Policy.

#### **2. Policy Statement**

Healthy Hemp Solutions, LLC, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP/MSRP Policy at a price lower than the MAP/MSRP.

### **3. General Guidelines**

- a. The products covered by this policy are listed in Section 6. (“MAP/MSRP Products”). Healthy Hemp Solutions, LLC may, in its sole discretion, modify this list from time to time.
- b. MAP/MSRP does not establish maximum advertised prices. All dealers and distributors may offer Healthy Hemp Solutions, LLC products at any price in excess of the MAP/MSRP established for such product.
- c. The MAP/MSRP Policy applies to advertised prices, not the price at which MAP/MSRP Products are actually sold or offered for sale to an individual in-store or over the telephone.
- d. “Bundling” or the inclusion in advertising of free or discounted products (whether made by Healthy Hemp Solutions, LLC or another manufacturer) with a product covered by the MAP/MSRP policy would be contrary to the policy if it has the effect, in Healthy Hemp Solutions, LLC’s sole discretion, of discounting the advertised price of the covered product below the MAP/MSRP.

### **4. Advertising Guidelines**

- a. The MAP/MSRP Policy applies to all advertisements of MAP/MSRP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- b. The MAP/MSRP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
- c. Website features such as “click for price,” automated “bounce-back” pricing e-mails, preformatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP/MSRP Policy.
- d. It shall not be a violation of this MAP/MSRP Policy to advertise that a customer may “call for price” or “email for price,” or to use similar language, specifically with respect to Healthy Hemp Solutions, LLC products, so long as no price is listed. Products shall not be offered or advertised at or below MAP/MSRP Guidelines on any eCommerce site including, but not limited to, eBay, Craigslist, Amazon, Facebook, Twitter, Instagram or any other website run by or affiliated with the reseller.
  - i. In the case of a reseller providing documentation of approval of eCommerce transactions from a specific manufacturer to which Healthy Hemp Solutions, LLC carries, the Director of Healthy Hemp Solutions, LLC may exempt the reseller from the eCommerce policy.

- ii. In the case of a reseller being granted permission to conduct eCommerce transactions, products shall not be offered or advertised at or below MAP/MSRP Guidelines
  
- e. Products shall not be offered or advertised at or below MAP/MSRP Guidelines on any eCommerce site
  
- f. This MAP/MSRP Policy also applies to any activity which Healthy Hemp Solutions, LLC determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP/MSRP Policy, such as solicitations for “group purchases” and the like.
  
- g. It shall not be a violation of this MAP/MSRP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases – so long as the reseller does not include any advertised price below MAP/MSRP and otherwise complies with this MAP/MSRP Policy.
  
- h. From time to time, Healthy Hemp Solutions, LLC may permit resellers to advertise MAP/MSRP Products at prices lower than the MAP/MSRP retail price. In such events, Healthy Hemp Solutions, LLC reserves the right to modify or suspend the MAP/MSRP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
  
- i. This MAP/MSRP policy also applies to any activity which Healthy Hemp Solutions, LLC determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP/MSRP Policy, such as

## **5. Policy Enforcement**

- a. If a dealer with multiple store locations or e-commerce websites violates this MAP/MSRP Policy at any one store location, or on any one website, then Healthy Hemp Solutions, LLC will consider this to be a violation by the dealer.
  
- b. Healthy Hemp Solutions, LLC reserves the right to cancel any pending orders, restrict future orders, or suspend dealers’ accounts if Healthy Hemp Solutions, LLC reasonably believes:
  - i. a dealer has violated the provisions of this policy; or
  
  - ii. a dealer intends to violate this policy.
  
- c. Healthy Hemp Solutions, LLC is solely responsible for determining whether a violation of the MAP/MSRP Policy has occurred, as well as determining appropriate sanctions.
  
- d. Waivers to this MAP/MSRP Policy may be granted in Healthy Hemp Solutions, LLC’s sole discretion by the MAP/MSRP Policy Administrator in writing. Healthy Hemp Solutions, LLC Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP/MSRP Policy.

e. Healthy Hemp Solutions, LLC monitors the advertised prices of dealers, either directly or via the use of third party agencies or tools. Dealers are expected to provide reasonable cooperation in any Healthy Hemp Solutions, LLC investigation regarding possible MAP/MSRP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Healthy Hemp Solutions, LLC MAP/MSRP Policy investigation is a violation of this MAP/MSRP Policy.

f. The MAP/MSRP Policy will be enforced by Healthy Hemp Solutions, LLC in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP/MSRP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.

g. Liquidated Damages Clause. Any Dealer, Reseller, Organization, or third-party connected activity directly benefiting any of the aforementioned categories of entity that violates the terms of the MAP/MSRP Policy shall, at the sole discretion of Healthy Hemp Solutions, LLC, be subject to a liquidated damages clause of Two-Hundred and Fifty Thousand (\$250,000.00) or 50% of the profits obtained in the violated terms, whichever amount is higher.

## 6. MAP/MSRP Products

a. Any, and all products purchased through Healthy Hemp Solutions at wholesale for the purpose of retail sale.

I, the undersigned, hereby acknowledge my comprehension of the above stated policy and my agreeance to comply with all minimum advertised pricing or manufacturer suggested retail price outlined in this document.

I understand that should I be found non-compliant, in any way, of this agreement, Healthy Hemp Solutions, LLC retains the right to nullify business relations between our two parties.

The statements and products have not been evaluated by the Food and Drug Administration. These products are not intended to cure, prevent, diagnose, or treat a disease. The company is not liable for any symptoms, side effects, or other complications related to the use of these products. Consult your doctor before beginning any dietary or supplement program.

Healthy Hemp Solutions, LLC

Company:

Bri Lesh

Contact:

Director of Distribution

Title:

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