



## **USA RETAILER TERMS AND CONDITIONS**

### **GENERAL**

The Retailer agrees that Open Road Brands retains the right, in Open Road Brands sole discretion, to terminate accounts, reject orders, and revoke access to Open Road Brand's products and services at any time, with or without cause, without prior notice or explanation, and without liability to the Retailers. The Retailer retains the right to terminate the account but must pay Open Road Brands for all product shipped to the Retailer.

### **APPROVED SELLING TERRITORY AND DISTRIBUTION CHANNEL**

Approved customers are only permitted to sell Open Road Brand products in their approved territory and distribution channel approved by Open Road Brands. Any Retailer who is found in violation of their approved territory and/or distribution channel, Open Road Brands may terminate its business relationship with the violating Retailers, cancel or refuse Retailers pending or future orders or suspend the account.

### **3RD PARTY ONLINE SALES**

No Retailer is permitted to sell or offer to sell any Open Road Brands products on any 3<sup>rd</sup> party e-commerce website or multi-vendor website, including but not limited to Amazon.com, Ebay.com, Zulilly.com, Walmart.com or Jet.com. Open Road Brands will not discuss any conditions of acceptance related to this condition, as it is non-negotiable. In the event a Retailer sells any Open Road Brands product on a third party website, Open Road Brands may terminate its business relationship with the violating Retailers, cancel, restrict or refuse any of the Retailer's pending or future orders, suspend the Retailer account, or exercise any other remedy available to Open Road Brands at law or equity. Retailers are allowed to sell product on their own website.

### **TAX EXEMPTION CERTIFICATE REQUIREMENTS**

As we are a wholesale company, please provide a copy of a valid tax exemption or reseller's certificate upon initial order placement.

### **ORDER REQUIREMENTS**

Our minimum order requirement is \$500.00 per order and reorders are a minimum of \$250.00. All items ordered must be in full case packs (typically four units per case pack). Orders are placed through shop-orb.com and paper order forms will be accepted upon approval. If a retailer chooses to allow backordered items, we will ship immediately as items are delivered to our warehouse regardless of the amount.

### **PAYMENT METHODS**

We accept the following credit cards: Visa, MasterCard, Amex, and Discover. We run a 10 cent test on all credit cards to ensure validity at the time an application is received. Your credit card will be charged before our warehouse processes the order. Please note that your credit card may be overcharged to ensure all applicable shipping charges are covered, we will then adjust the charge at time of shipment.

Net 30 day terms are available upon request and credit approval. Net 30 day terms are offered to customers placing an initial order of \$1,500.00 or more, and reorders in excess of \$750.00. All collection fees, including legal fees, are the responsibility of the customer. If a customer is continually late on payment, Net 30 terms will be revoked.

### **SHIPPING**

Standard ship time is 3-5 business days after the order is placed.

Shipping costs are the responsibility of the customer and are determined by weight, dimension, and destination of the order and will be added to your order total. Our standard shipping method is UPS Ground from Wichita,

responsibility of the customer and will be invoiced separately. To request a different shipping method, please contact [wholesaleorders@orbrands.com](mailto:wholesaleorders@orbrands.com).

### **INACCURATE SHIPMENTS AND/OR DAMAGED MERCHANDISE**

In the instance of receiving a damaged shipment, all noticeable damage must be documented. Photos of the damaged pallet and items must be sent to [sales@orbrands.com](mailto:sales@orbrands.com). All damages must be identified and documented with signature from carrier and receiving party at the time of receipt. Open Road Brands will not be responsible for any damage during shipment that are not recorded with the carrier. All claims must be made within seven (7) business days of receipt of shipment with Open Road Brands.

In regards to defective product, all claims must be made within seven (7) business days of receipt of shipment with Open Road Brands. Inaccurate shipments and defective merchandise will be promptly refunded or replaced. Please contact [sales@orbrands.com](mailto:sales@orbrands.com) to submit a claim.

### **CANCELLATIONS & RETURNS**

Orders may be canceled at no charge prior to shipment by contacting [wholesaleorders@orbrands.com](mailto:wholesaleorders@orbrands.com).

### **CHANGES TO TERMS OF USE**

Open Road Brands reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time. Changes in the Terms and Conditions will be effective when posted. Your continued use of the services made available after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.