



## SALES AGREEMENT FOR PRODUCTS

Upon carrying out any and all Wholesale or Reselling actions with VIB LLC, you as the Retailer/Purchaser agree to the following:

This Sales Agreement for Products (this “Agreement”) is made effective as of the date of finalization of product purchase from VIB and Purchaser, by and between VIB, LLC of 1231 S Jordan Parkway, Suite B, South Jordan, UT, 84095, (“VIB Brand”), and The Purchaser, (“Purchaser”).

1. **ITEMS PURCHASED.** VIB Brand agrees to sell, and Vendor agrees to buy, the following products (the “Goods”) in accordance with the terms and conditions of this Agreement: CBD Isolate Gum and/or CBD Broad Spectrum Gum, quantity and price negotiated and agreed upon individually with the Purchaser and VIB. The Price agreed upon per unit and unit quantities will be established for each individual bulk order, will be finalized in email correspondence between VIB Brand and Purchaser, note that total cost per bulk order is subject to additional fees for service and shipping and that the final price on email correspondence will not always reflect the full amount requested through invoice to the Purchaser. Prices and quantities are subject to change per order and VIB LLC reserves the right to change said pricing at any time.
2. **ORDER REQUIREMENTS.** VIB requires a minimum order quantity (MOQ) of 10 Units per order, and the total unit count for the orders to be in multiples of 10.
3. **PRODUCT STANDARDS.** The Goods shall comply with industry standards.
4. **PAYMENT.** All orders must be prepaid at time of order placement. A discount of 5% can be applied for any payments made via PayPal, Cash, Check (with limitations) Bank Wire Transfer. All major credit cards or PayPal credit card transfers are not eligible for the discounted pricing, please advise us beforehand so we can apply the discount if applicable.

On the Retailer’s second or any subsequent order, they may apply for terms. A credit application is to be submitted to the accounting department. Terms may be approved or denied. All terms are: 50% full order is due up front and the remaining 50% must be paid within 48 hours of receipt of the goods.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 2 percent (2%) per year, or the maximum percentage allowed under applicable laws, whichever is less. Purchaser shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if purchaser fails to pay for the Goods when due, VIB Brand has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as described below under “Remedies on Default.”

5. **DELIVERY.** The Purchaser incurs the shipping costs but VIB Brand will insure packages with the carrier. Delivery is typically within 7-14 days after receipt of payment. VIB Brand uses USPS, FedEx, or UPS Ground shipping, based on cost affordability.

6. **WHOLESALE RETURN POLICY.** Purchasers are welcome to take returns/refunds from their customers, but note that in General we do not offer Refunds or Buyback options for Wholesale agreements and Retailers. If you are interested in Consignment Options reach out to our sales team, and VIB will oftimes run promotional deals with buyback options with certain criteria. If your customers would like to return their product, they can reach out to us directly at [support@vibbrand.com](mailto:support@vibbrand.com) to initiate a return. Note that these returns are subject to our Return Policy found at <https://vibcbd.com/return-policy/>, and we handle these returns through our support staff and not through the Retailer or Wholesaler. If Purchaser's shipment is damaged in transit, Purchaser agrees to contact VIB Brand within 5 days of delivery. Any problems with the order must be reported by email to [sales@vibbrand.com](mailto:sales@vibbrand.com), and retailer cannot return goods until they have received written authorization from VIB representatives. Goods sent back without written authorization will not be credited to your account or refunded.
7. **PAYMENT OF TAXES.** Purchaser agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.
8. **WARRANTIES.** VIB Brand warrants that the Goods shall be free of substantive defects in materials and workmanship.

VIB BRAND SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF VIB BRAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **INSPECTION.** Purchaser, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If Purchaser, in good faith, determines that all or a portion of the Goods are non-conforming, Purchaser may return the Goods to VIB Brand at VIB Brand's expense. Purchaser must provide written notice to VIB Brand of the reason for rejecting the Goods. VIB Brand will have 5 days from the return of the Goods to remedy such defects under the terms of this Agreement.
10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
  - a. The failure to make a required payment when due.
  - b. The insolvency or bankruptcy of either party.
  - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - d. The failure to make available or deliver the Goods in the time and manner provided for this Agreement.
11. **REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to sure the default(s). Unless waived by a party providing

notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

12. **COPYRIGHT & INTELLECTUAL PROPERTY.** All of the designs, products, and content within any materials made available on website(s) are the sole property of VIB, LLC. The website designs, products, images and content within are protected by copyright and intellectual property law and may not be reproduced in any form without the express written consent of VIB, LLC. You hereby agree not to reprint, post or copy (including electronic or digital scans) any photography, sales materials, or product designs without the advance, express written consent of VIB, LLC.
13. **PRIVACY POLICY.** Any personal information that you provide to us including your name, address, telephone number and email address will be treated confidentially and will not be released, sold or rented to any entities or individuals outside of VIB, LLC.
14. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.
15. **DISPUTE RESOLUTION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract or toward punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgement may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.
16. **CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information on the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.
17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other addresses one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between parties.
19. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
20. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
22. **APPLICABLE LAW.** This Agreement shall be governed by and construed according to the laws of the State of Utah without reference to its conflicts of law principles.

UPON INITIATING IN BUSINESS DEALINGS WITH VIB LLC, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN.

-VIB LLC