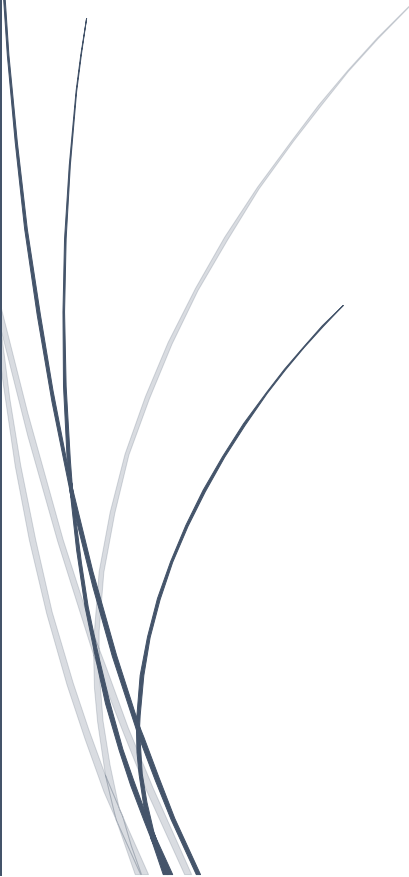




Wholesale Agreement

is made effective between Spain's Spices, ("Seller"), and

_____, ("Buyer").





www.spainsspices.com | 972-214-8786

15922 Eldorado Pkwy, Suite 1726, Frisco, TX 75035

WHOLESALE AGREEMENT

1. **GOODS.** Buyer agrees to purchase “Goods” (**All n’ One, Garlic and Herb, Spicy, and Lemon Pepper**) from Seller, in accordance with the terms and conditions of this contract.
2. **PRODUCT STANDARDS.** “Goods” are listed on the Sellers website. With a preapproved loving, Goods can be purchased at <https://www.spainsspices.com/wholesale-catalog>. Buyers options for minimum purchase:
 - Four (4) cases (12 bottles per case). Bottle cases can be in any combination of the four (4) flavors. No mixed cases.
 - Two (2) cases (four - 1lb. pouches per case). One-pound resealable pouches can be in any combination of the four (4) flavors.
3. **PURCHASE.** Current Wholesale price(s):
 - Bottles - \$39.00 per case, plus shipping and handling.
 - Resealable pouches - \$40.00 per case, plus shipping and handling.
 - Estimated shipping for two (2) cases is approximately \$15.00. This is an estimate. Buyers are notified with specific instructions if there is a change in shipping costs.
 - Estimated shipping for four (4) cases is approximately \$31.00. This is an estimate. Buyers are notified with specific instructions if there is a change in shipping costs.

Prices subject to change without notice. Seller will make a consorted effort to notify the Buyer(s) of expected price changes.
4. **PAYMENT OF TAXES.** Buyer agrees to pay all taxes, federal, state, that arise as a result of this sale, excluding income taxes.
5. **PAYMENT.** All payments are due before shipment of Goods. Payments are made through the Sellers online check out system <https://www.spainsspices.com/wholesale-catalog>
6. **DELIVERY.** Seller will arrange shipping with the carrier. Total costs of shipping are the responsibility of the Buyer. Delivery times are estimates only. Seller shall not be liable for delays, damages or delays caused by Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, protest, and embargo.
7. **WARRANTIES.** Seller warrants that Goods shall be free of substantive defects in material and workmanship.

- 8. LIMITATION OF LIABILITY.** In all circumstances Seller maximum liability is limited to the purchase price of the products sold. Seller shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Seller be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Seller, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Seller shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Seller is apprised of the possibility of such claims or damages.
- 9. EXCHANGE.** The Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity inspect Goods to determine if conforms to the requirements of this Agreement. If the Buyer, in good faith, determines that all or a portion of the Goods are nonconforming, the Buyer may return the Goods to the Seller at the Buyers expense. The Buyer must provide written notice to the Seller of the reason for rejecting the Goods. The Seller will have seven (7) days from the return of the Goods to remedy such defects under the terms of this Agreement.