




# YONI LOVE HERBALS RESELLER POLICY



[www.yoniloveherbalsexchange.com](http://www.yoniloveherbalsexchange.com) 

1046 Duncan Ave., Yeadon, Pa. 19050 

484-969-9664 

This Red Tent Inc. is the owner of the Yoni Love Herbals and Yoni Love Herbals Exchange brand (hereafter, "Yoni Love Herbals" and/or "Yoni Love Herbals Exchange"). Yoni Love Herbals & Yoni Love Herbals Exchange hereby adopts this Authorized Reseller Policy (the "Policy") to protect the long-term strength and reputation of its brand.

Effective immediately, only Authorized Resellers may sell Yoni Love Herbals products on eCommerce third-party marketplaces, such as Walmart, Target, and Amazon. Authorized Resellers are merchants who are vetted by Yoni Love Herbals for adherence to its quality control standards and who are given written approval to sell its products on eCommerce third-party marketplaces (hereafter, "Authorized Resellers"). Any reseller who wishes to sell Yoni Love Herbals Exchanges' products on eCommerce third-party marketplaces must obtain prior written approval from Yoni Love Herbals Exchanges.


All Authorized Resellers accept and are bound by the terms and conditions of this Policy, which detail the channels and methods in which they are authorized to sell Yoni Love Herbals Exchange products. Yoni Love Herbals and its Authorized Resellers are individually a "Party" and together are the "Parties."


## Terms and Conditions


- 1. Authorization.** Authorized Resellers can advertise and sell Yoni Love Herbals products (the "Product" or "Products") to end-customers in the United States of America only, in brick-and-mortar locations and on their own internet URL locations approved by Yoni Love Herbals. Authorized Distributors may also advertise and sell Yoni Love Herbals products to approved Resellers.
- 2. Third-Party Internet Marketplace Sales.** All resellers are prohibited from selling Yoni Love Herbals products on internet marketplaces, including, but not limited to, Amazon, Walmart, eBay, Alibaba, and Craigslist, unless they obtain written permission from Yoni Love Herbals authorizing them to sell on specific internet marketplaces, under specific seller names, and through specific marketplace channels. Yoni Love Herbals Exchange may revoke or amend an Authorized Reseller's internet marketplace authorization by sending notice, and such revocation or amendment shall become effective upon delivery of such notice.
- 3. End-Customers.** Products purchased by Authorized Resellers is intended for sale to end-customers only. Accordingly, Authorized Resellers will advertise and resell the Product to end customers only. End-customers are customers who purchase the Product for their personal use or consumption. Authorized Resellers are prohibited from reselling the Product to third-party resellers or distributors without prior written approval from Yoni Love Herbals.
- 4. Geographic Territory.** The authorization to advertise and resell the Product is limited to the United States without exclusive right to any specific territory. Authorized Resellers must obtain prior written approval from Yoni Love Herbals to resell, gift, or export the Product outside the United States. Authorized Resellers must also obtain prior written approval from Yoni Love Herbals to resell Product to a buyer who they know, or reasonably should have known, has the intent to export the Product outside the United States.
- 5. Duration.** An Authorized Reseller's approval to advertise and resell the Product will remain in effect until it is terminated by either Party or when Yoni Love Herbals Exchange terminates this Policy, whichever occurs first.

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
6. Quality Control. Authorized Resellers acknowledge the importance of upholding the good reputation of Yoni Love Herbals Exchange and its Products. Accordingly, Authorized Resellers will comply with all applicable federal, state, and local laws and regulations. Authorized Resellers also agree to adhere to the highest quality control standards in performing their obligations under this Policy, including the following standards established by Yoni Love Herbals Exchange:


- a. Provide Accurate Information. Authorized Resellers must provide accurate and up to date company and contact information including all Doing Business As (DBA)[BJ1] , retail locations, websites where the Product will be sold, merchant names used on eCommerce marketplaces, and method of product fulfillment.
- b. Product Storage. Authorized Resellers will store the Product in a facility and in a manner that prevents damage to the Product or its packaging.
- c. Original Packaging. Authorized Resellers will only sell Products in their original unaltered, undamaged, and sealed packages with all original markings, documents, and identifying information intact. Authorized Resellers are prohibited from selling Products that have original labels replaced, altered, destroyed, or bundles made up of items meant to be sold individually or as part of a larger package; such packages are considered altered and will not qualify for refunds, exchanges, or Yoni Love Herbals product warranties.
- d. Damaged Product. Authorized Resellers will destroy, at their own expense, Product that Yoni Love Herbals determines is altered, damaged, or does not meet its quality standards.
- e. No Brand Commingling. Authorized Resellers will not advertise or display the Product with non-Yoni Love Herbals products in a manner that creates the impression that the non-Starwest Botanicals products are made by, endorsed by, or associated with Yoni Love Herbals. Such commingling of products is likely to cause customer confusion and is prohibited.
- f. Bundles and Multipacks. Authorized Resellers will not create, or advertise, bundles or multipacks without the prior written authorization from Yoni Love Herbals.
- g. Quality Control Audit. Yoni Love Herbals Exchange may conduct quality control audits of its Authorized Resellers' advertising, promotional materials, product images, and any documents related to the marketing and advertising of the Product to determine whether the use of the Product and Intellectual Property meet the standards, specifications, and directions approved by Yoni Love Herbals Exchange. When requested, Authorized Resellers will provide Yoni Love Herbals with samples of advertising, promotional materials, product images, and any other documents for review.
- h. Product Recall. If Product recall is necessary, Authorized Resellers will cooperate with Yoni Love Herbals to conduct the recall. Authorized Resellers will not issue any public comments or press releases in relation to the recall without prior written authorization from Yoni Love Herbals.

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i. Drop Shipping. Order fulfillment by drop shipping is prohibited without prior written approval from Yoni Love Herbals Exchange and the proper onboarding in our drop shipping program. Only approved and enrolled drop shippers are given express approval to drop ship Yoni Love Herbals' products to customers.

j. Additional Quality Control Standards. Yoni Love Herbals has the right to issue additional quality control standards to protect its brand's reputation and ensure commercial success of its Products. Authorized Resellers agree to abide by all additional standards issued by Yoni Love.

7. Customer Service. Authorized Resellers will offer customer service in a timely, diligent, and professional manner to customers who purchase the Product. Authorized Resellers will use commercially reasonable efforts to ensure customer satisfaction, increase customer loyalty, and preserve customer trust in the Yoni Love Herbals brand.

8. Intellectual Property. Yoni Love Herbals Exchange owns all proprietary rights in and to the Yoni Love Herbals brand, including names, logos, trademarks, service marks, trade dress, copyrights, patents, and any other intellectual property related to the Products ("Intellectual Property"). Yoni Love Herbals Exchange grants its Authorized Resellers a limited, non-transferable, revocable license to use its Intellectual Property for the purpose of advertising and reselling the Product in a manner consistent with this Policy. The Intellectual Property will not be affixed to, or advertised in connection with, any goods or services other than the Product. All goodwill arising from the Authorized Resellers' use of the Intellectual Property shall inure solely to the benefit of Yoni Love Herbals. Authorized Resellers agree to cease all use of the Intellectual Property upon their termination as an Authorized Reseller. This limited license is granted only to Yoni Love Herbals Exchange Authorized Resellers.


9. Advertising By Yoni Love Herbals Exchange. Nothing in this Policy limits Yoni Love Herbals Exchange's right to market, advertise, and sell the Product. All decisions regarding the advertising medium or content will remain the sole discretion of Yoni Love Herbals Exchange.


10. Product Warranties. Yoni Love Herbals Exchange warrants the Products to be free from defects in material and workmanship. Yoni Love Herbals warrants that customers who purchase directly from Yoni Love Herbals, or from its Authorized Resellers, will receive product that is safe when used according to the specifications printed on the label. Yoni Love Herbals also warrants that the products sold by Yoni Love Herbals, and its Authorized Resellers, comply with all product safety regulations and appropriate labeling requirements. Further, Yoni Love Herbals warrants that the Products sold by its Authorized Resellers conform to its quality control specifications. Such warranties extend only to Products sold by Yoni Love Herbals and its Authorized Resellers, who are subject to Yoni Love Herbals quality control standards. YONI LOVE HERBALS WARRANTIES DO NOT EXTEND TO PRODUCTS OBTAINED AND SOLD BY UNAUTHORIZED RESELLERS OR TO PRODUCTS WHICH YONI LOVE HERBALS CONSIDERS ALTERED.


11. WARRANTY DISCLAIMER. THE EXPRESS WARRANTIES SET FORTH IN THIS POLICY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. YONI LOVE HERBALS HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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12. Additional Terms and Conditions. Authorized Resellers agree to comply with the additional terms and conditions set forth by Yoni Love Herbals from time to time, which may be changed by Yoni Love Herbals in its sole discretion.

Yoni Love Herbals Exchange reserves the right to update, amend, modify, or terminate this Authorized Reseller Policy at any time. Unless otherwise provided, such changes will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the changes.

If Yoni Love Herbals Exchange determines that a reseller is in violation of this Policy, Yoni Love Herbals Exchange may take any, and all, appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

Any questions regarding this Policy must be emailed to: [customerrelations@yoniloveherbals](mailto:customerrelations@yoniloveherbals).