

# Wholesale Terms & Conditions

## Wholesale Discount Prices

Prices are based on application and are subject to seasonality. Wholesale customers are exempt from all sales, promotions, discounts unless specifically offered through the wholesale program.

Requirement: **State tax ID** or **Social Security Number** (if sole proprietor) to verify eligibility and provide a copy of your **State Resale License** if you plan to resell.

## Minimum Orders

\$300 (before shipping and handling).

## Product Samples

We do not supply product samples free of charge. Our current operation is too small to be able to afford this (we are working on it). However, our products are available for purchase on the website. If you would like to test the products we will send you a coupon code. This is the only way we can offer samples without hurting our production.

## Placing Orders

Once approved as Wholesale Partners, you will be given a coupon code to be used on the company website, [www.lostempireherbs.com](http://www.lostempireherbs.com). This code is only valid under the following circumstances:

1. You are logged into your Lost Empire Account.

2. Your order is over the minimum (\$300 after discount). If your cart is \$300, the coupon will not work since your discount will bring the overall price below this number.

## **Lead Time**

our higher grade herbs are made to our specs and packaged in smaller batches to maintain quality. This multistep process can result in unforeseen delays that affect our production and shipping. Once an order has been paid, it should (but not always) be processed and shipped in 3-5 business days.

## **Out of Stock**

We try to have everything in stock. However, there may be unavoidable outages. When an out of stock situation occurs we do not back-order out-of-stock items.

## **Shipping**

We do not offer free shipping at this time. Domestic shipping rates are dependant on carrier rates and will vary based on order volume.

## **Shipping Errors/Damaged Goods**

You must notify our office of any shipping errors or goods damaged in transit within 7 days of receipt of shipment. We will then either issue you a credit or send replacement product at no charge.

Lost Empire Herbs accepts no liability for any loss resulting from the customer's failure to comply with our carrier's delivery. If the carrier has to return the shipment to us then the customer will be liable for all shipping charges and credited for all merchandise returned in sellable condition.

## **Returns**

All sales are final and wholesale partners are authorized to process their customers' returns in accordance with their own policies. However, any products returned to Lost Empire Herbs in sellable condition (as determined by the Lost Empire Warehouse Manager upon receipt of product) will be credited to the wholesale partner's account.

In the event of the above (wholesale partner would like to send product back to Lost Empire) wholesale partner will pay for return shipping.

## **Payments**

Credit Cards: We accept credit cards including MasterCard, Visa, Discover, and American Express.

## **International Orders**

We do not ship international orders at this time. We have experienced too many customs and shipping complications to make this worthwhile for the customer.

If customer wishes to proceed with international shipment, they will assume all risk and cost associated with the shipment. There will be no returns or refunds once order has been placed.

## **Exclusivity**

We do not offer exclusivity of the Lost Empire Herbs brand products in any one geographical area.

## **High Volume**

We offer deeper discounts to high volume customers (\$10k+/order). Inquire if interested.

## **Private Labeling**

We do not offer private label products at this time but may be able to provide some products without packaging if quantities justify and sufficient lead-time is allowed.

Contact the wholesale manager for more information.

## **Resales Agreement**

Wholesale partners reselling online are not permitted to sell LEH products on any 3rd party websites (including but not limited to Amazon, Ebay, Jet, Alibaba, Thrive Market) without expressed written consent from your account manager.

Buyer agrees not to sell LEH products under the SRP(Suggested Retail Price) outlined on the LEH Wholesale price list.

Anyone who is caught will immediately have their wholesale account revoked and may face legal repercussions up to the full extent of the law.

## **Lost Empire Herbs Content**

Becoming a wholesaler of our products does not mean that you have access to our copyrighted content. You may use our website and research to help write your own copy, but you are not allowed to use any Lost Empire Herbs material including, but not limited to product pages, images, videos, text without our expressed written consent.

If you would like to request any of the aforementioned material, please reach out to your account manager for more information.

## **Making Claims**

Under no circumstances are you allowed to make any health claims that exceed or detract from those made by Lost Empire Herbs on our website.

Anyone who is caught will immediately have their wholesale account revoked and may face legal repercussions up to the full extent of the law.

## **Disputes**

Lost Empire Herbs reserves the right of final decision and interpretation in the case of any dispute.

Lost Empire Herbs may freeze or revoke wholesale partners accounts at any time, for any reason.

Lost Empire Herbs reserves the right to make changes to this document at any time.

## **Feedback**

We thrive on customer feedback. Customer observations, ideas, and suggestions are where many of our products originated. We encourage you to point out areas that we can improve and love to receive compliments!