

Wholesale Terms of Service

ORDERING

NEW ACCOUNTS: New wholesale accounts are required to submit an application prior to approval. Retailers must disclose valid business names, contact information, and domain addresses for any and all websites on which Nose Best products are sold. We require a valid re-seller permit # for US accounts in order to mark a wholesale account as tax exempt. Nose Best **RESERVES THE RIGHT TO REFUSE SERVICE AT ANY TIME, FOR ANY REASON.**

- **MINIMUM ORDER:** A first minimum order of \$396.00 is required on new and existing account orders. Orders for new and existing accounts must be paid in full before the items are shipped out.
- **CASE PACKS:** All case packs must be ordered in quantities of 12 unless otherwise noted.
- **CASE SPLITS:** All case packs have the ability to be split in quantities of 6 to have a wider scent variety.
- **INVENTORY + LEAD TIMES:** Orders under 100 units may have a lead time between 4 - 14 days.
- **LARGE INVENTORY + LEAD TIMES:** Orders over 100+ units may be made to order and require a longer lead time; please contact us at nosebestcandles@gmail.com for information about availability. Full payment or a percentage down payment on the order total may be required in order to begin production. Please note that we are unable to hold inventory for any order until full payment is received as orders are placed on a first come, first serve basis.

AMAZON & MAP PRICING

WE DO NOT AUTHORIZE RE-SELLING THROUGH ONLINE MARKETPLACES (EX: AMAZON, ETSY, EBAY, ETC.). FAILURE TO ABIDE BY THIS PROHIBITION WILL RESULT IN SUSPENSION TO YOUR ACCOUNT.

- Sales on Amazon.com, Ebay.com, and/or similar third-party sites are not allowed without prior explicit permission from Nose Best Retailers selling on sites without prior approval may have their account suspended.
- Nose Best reserves the right to limit the number of approved retailers selling on Amazon and/or similar third-party sites.
- If a retailer operates under, sells as, or Does Business As any name other than the one which the account was registered and/or shipped to, this name must be on file with Nose Best, Nose Best reserves the right to suspend the wholesale relationship should they find a retailer is selling their distributed products under a secondary, unregistered name.
- Approved sellers who have intentional or repeated failure to abide by the MAP policy on Amazon and/or similar sites will result in suspension of the wholesale account as well as loss of approval to sell on those sites. It is Nose Best's sole discretion whether or not to provide prior notice or issue warnings before

discontinuing the wholesale relationship and/or approval to continue selling on Amazon and/or similar sites.

- Nose Best does not allow any account or retailer to distribute our products to other businesses without prior consent.
- Nose Best reserves the right not to sell to any reseller found to be in violation of this policy and/or the wholesale terms and conditions. However, Nose Best will not be held responsible for enforcement of this policy or lack thereof. Nose Best will act accordingly when deemed necessary and to the fullest extent of the law.

PRICING

MSRP: Products purchased from Nose Best shall only be sold at the manufacturer's suggested retail price (MSRP) listed on www.nosebestcandles.com. Failure to abide by these guidelines may result in suspension of your account.

- **WHOLESALE PRICING:** All prices are listed in US dollars. Authorized retailers will receive at least 50% off of the MSRP which varies by product. Prices are subject to change without notice.
- **TESTERS:** We do not offer testers at this time, please stay tuned for future wholesale emails for any updates. Testers are not to be re-sold for any reason.

SHIPPING

SHIPPING: All North America orders are shipped via USPS Priority Mail our 3 Party Logistics Company. The receiver is responsible for all merchandise shipping and handling costs and expenses, which may include local taxes. Nose Best is not responsible for any lost or stolen packages once delivered.

CHANGES TO ORDERS: Any changes or cancellation to orders must be emailed to nosebestcandles@gmail.com at least 72 hours prior to shipping. Any changes or cancellations to orders are subject to a 10% re-packing/stocking charge. If an order has already been packed up or shipped, we will not be able to accept any changes to the order.

RETURNS & EXCHANGES: Nose Best does not accept returns or exchanges on products purchased at wholesale cost. We only accept returns in the case of defective merchandise. If you have any issues with a scent/product that is not selling, please contact our team.

DAMAGES/DEFECTS/ERRORS: Please inspect all shipments immediately upon delivery. In the case of damaged/defective merchandise or shipping errors, you must contact Nose Best within 5 business days of receiving the merchandise. All damaged merchandise will be replaced or credited upon notice within 5 business days. Shipping errors will be corrected within 5 business days of receiving notice of the error. Nose Best requests proof of damaged merchandise to honor replacements or a credit and a batch number may be required.

BACKORDERS: In the event that a product is oversold or out of stock, Nose Best may backorder this item and ship at a later date or issue a refund. We reserve the right to cancel or backorder items at any time.

PAYMENT

STANDARD PAYMENT: Accepted methods of payment include credit card and check. Payment is due in full upon order placement. We do not accept Paypal, Zelle, Venmo or Cash App, no exceptions.

CREDIT TERM PAYMENT: If provided merchandise on credit, it is your responsibility to remit payment in full within 30 days of receiving product. Failure to make full payment by the due date will result in a 5% surcharge fee for each delinquent week the invoice goes unpaid. All credit term customers must keep a card on file in order to prevent overdue invoices and streamline shipping processes. In the event of an unpaid or overdue invoice, the card on file will be charged.

REFUNDS: Nose Best does not accept return to vendor refunds.

EXCLUSIVITY

Nose Best does not offer exclusivity to any account for any reason. We find that our boutiques tend to have a high sell through rate regardless of surrounding stores nearby and we carry such a wide range of skus that do not tend to overlap.

LABELING

All products must be sold in its original packaging. Any alteration and/or obstruction of product labels or branding material is strictly prohibited.

Nose Best does not allow any tampering of product by melting and/or repackaging it. Any reseller that is found to have created unauthorized samples, testers, or products under the Nose Best name and trademark will be found in violation and we reserve the right to take legal course if deemed necessary.

100% CUSTOMER SATISFACTION IS OUR GOAL; PLEASE FEEL FREE TO EMAIL OUR TEAM AT nosebestcandles@gmail.com IF YOU FEEL ANYTHING IS NOT UP TO PAR.

FOR QUESTIONS REGARDING THE ABOVE TERMS, PLEASE CONTACT US AT nosebestcandles@gmail.com. Nose Best RESERVES THE RIGHT TO REFUSE SERVICE AT ANY TIME, FOR ANY REASON. WE RESERVE THE RIGHT TO MAKE ANY MODIFICATIONS TO THESE TERMS AT ANY TIME. BY AGREEING TO THESE TERMS, YOU ARE ACKNOWLEDGING THAT CONTINUED ACCESS TO OUR SERVICES MEAN THAT YOU AGREE TO ANY CHANGES. THESE TERMS WERE LAST UPDATED DECEMBER 1ST, 2021.