



## **Wholesale Agreement and Terms of Sale**

Color Up– 2191 South Broadway, Denver, CO 80210

Dear Color Up Potential Retailer,

Thank you for your interest in Color Up (CU). We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours.

Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete and sign below. Please feel free to send back any adjustments or addendums you would like us to review.

We appreciate your interest and look forward to hearing from you soon! Sincerely,

Shauna Blanch, Co-Founder & COO  
Color Up



## **Wholesale Agreement and Terms of Sale**

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

### **MINIMUM ORDER REQUIREMENTS**

Color Up requires no minimum order at this time. If these minimums change, you will be grandfathered in if this contract is signed before the date the new requirements go into effect. We do offer tiered pricing if you choose to place a larger order (over \$5,000). Please contact us for details before placing the order.

### **HOW TO PLACE A HIGH VOLUME ORDER**

Email order form to [sales@colorupco.com](mailto:sales@colorupco.com) or call us at 720-420-1734.

### **MSRP**

Products or goods purchased from Color Up shall only be sold at the manufacturer's suggested retail price (MSRP). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 25% below MSRP.

Permission for special sale events beyond the 25% discount by the Wholesale Account must be requested in writing to Color Up.

[Sales@colorupco.com](mailto:Sales@colorupco.com).



## **WEB COMMERCE**

No products or goods purchased from or produced by Color Up shall be resold by or through any on-line auction or online store (such as Ebay, Amazon, Facebook Marketplace, ETSY, or other similar sites) without the express, written authority of Color Up. If Wholesale Account is planning to sell products produced by Color Up in an online marketplace/store, it must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Color Up.

## **PRODUCT IMAGES**

Color Up will make available images that you might require for your print and online presence. Should you require any additional images, please contact us.

## **USE OF COLOR UP PRODUCTS**

Only designated retail Color Up products may be sold. Back bar products and samples are not labeled for resale and may not be resold. All products and promotional materials are to be used solely by the retailer or the individual named and addressed on the invoice/sales receipt/account. Any production or reproduction of the Color Up image, including but not limited to packaging, promotional materials, image, concept, logo or name are prohibited unless otherwise approved by Color Up.



## **RESELLING TO WHOLESALE ACCOUNTS**

Any Wholesale Account who distributes Color Up goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

## **WHOLESALE PRICING**

All prices are listed in US dollars. All authorized retailers will receive 50% off the MSRP, plus the cost of shipping. Prices are subject to change without notice.

## **PAYMENT METHODS**

At this time, Color Up is only offering pre-payment, or a 30 day credit term with credit approval. All orders must be accompanied by pre-payment, or a Net30 payment agreement approved by Color Up. We accept credit card payment online, via phone, check from approved account, and we can also send an invoice. Checks returned due to insufficient funds could be considered fraud and subject the check writer to prosecution and fines. However, we understand that usually there is no criminal intent and in these circumstances, we will only charge the customer a \$75 processing fee for bank fees and other incurred costs.



## **SHIPPING/HANDLING**

Items will not be shipped until full payment is received or a Net30 agreement has been made. No COD orders. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

## **SHIPPING ERRORS, RETURNS, AND WARRANTY**

Please inspect all shipments immediately upon arrival. Order errors must be brought to Color Up customer service attention within 5 business days of receipt of shipment. Returned merchandise will be replaced with new merchandise. Returned merchandise will not be accepted if it is held for more than 15 days after receipt. Returned products must be unopened, unused and in its original, saleable condition. Returns due to customer ordering error will be charged a 25% restocking fee. Product that has been tampered with may not be returned.

Retail products returned due to customer dissatisfaction will be immediately replaced, but product must be 75% full or no refunds will be given. The returned product must be sent back to Color Up within 30 days of customer receipt with proof of purchase.

Back bar items cannot be returned without a valid reason approved by Color Up. Expired products will not be accepted for return. Expiration date of a product is to be determined by Color Up. Return shipping charges may also apply.

We endeavor to protect your reputation, and ours; if you or your customer find an issue related to the condition or function of the product, please contact us and we will work with you to find a resolution.



## **BACKORDERS**

Out of stock goods will be back-ordered and shown on your invoice. Color Up will ship back-ordered products out as soon as they become available and we will assume responsibility for related shipping costs. If back-ordered goods are in stock at the time of your next order they will be added to your order without duplication. Outstanding back-orders will be shown on each invoice. If you wish to cancel any back-order or not have back-orders listed at all, please inform us.

We strive to keep a small window between the order date and delivery, but please allow 7-14 days from the time of your order for completion of items and shipment.

Larger orders may require more time, please contact us for a delivery estimate.

## **STORAGE INSTRUCTIONS**

Store Color Up products in a climate-controlled environment avoiding direct sunlight, freezing and extreme temperatures. Containers must be tightly closed at all times when not in use. Color Up Skin care products have a shelf life of nine months to one year, depending on SKU. Please contact us, or your sales rep, with any specific product expiration questions.

## **MERCHANTABILITY AND MISREPRESENTATIONS**

Wholesale Account agrees that Color Up makes no warranty, express or implied, as to the merchantability of Color Up products. Wholesale Account also agrees that Color Up is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Color Up for any legal actions that emanate from such actions. Color Up makes no medical claims stated or implied with any product related to the efficacy of CBD or any other cannabinoid. No claims should be made by any account or imply any medicinal benefit.

Color Up reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

### **Confirmation of Agreement to Policies, Terms & Conditions**

I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Color Up the right to take legal action to enforce these conditions. In the event Color Up must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.

I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.

I have reviewed and understand Color Up policies and procedures for payment and shipping as well as all terms and conditions.

I authorize Color Up to keep this agreement on file and apply these policies to all future transactions made between Color Up and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Full Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_  
Company: \_\_\_\_\_ Signature: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

Please email entire signed contract to [sales@colorupco.com](mailto:sales@colorupco.com) Keep a copy for your own records. Thank You!