



RESELLER AGREEMENT

This Reseller Agreement is entered into between LabCanna, LLC (“LabCanna”) and you (“Retailer”) (each a “Party”, and collectively, “Parties”) as of the date Retailer’s authorized representative clicks the “I AGREE” box and submits their electronic signature at the bottom of this page. The Reseller Agreement will govern Retailer’s sale of products that Retailer purchases from LabCanna, including, without limitation, delta-8 tetrahydrocannabinol (“delta-8”) products (the “Product” or “Products”).

1. **Orders.** Retailer will order Products through the LabCanna wholesale customer portal accessible through <https://labcannawholesale.com/>. Each order is a “Purchase Order”.
2. **Shipping Address.** Retailer must provide LabCanna with a commercial address to which LabCanna will ship the Products. LabCanna will not drop-ship Products to any location other than the commercial ship-to address Retailer provides. LabCanna will not ship to residential addresses under any circumstance.
3. **Shipping Price.** LabCanna will provide free shipping on two Purchase Orders per month. Retailer will be responsible for shipping costs on any additional Purchase Orders.
4. **No Sales Through Digital Stores.** Retailer is not authorized to sell any Product on Amazon, eBay, or any similar online or digital merchant or store without LabCanna’s express written permission.
5. **Return and Refund Policy.** In continuation of LabCanna’s vision “to improve the health, condition, and environment of every community,” LabCanna stands behind its goods and services with customer satisfaction in mind. LabCanna will process any return or refund requested by Retailer subject to the following terms and conditions:
 - a. Any Product that is damaged when received by Retailer may be exchanged for the same Product free of charge if Retailer provides LabCanna’s Sales Department with written notice, through sales@labcanna.com within 30 days of Retailer’s receipt of the Product.
 - b. Opened Products cannot be exchanged or refunded.
 - c. For any unopened Product, at any time within 60 days of Retailer’s receipt of the Product, Retailer may choose one of the following options if it is not entirely happy with the Product:
 - i. Exchange the original Product for a replacement Product of equal or lesser value.
 - ii. Exchange the original Product for a replacement Product of greater value. Retailer must pay the difference in price between the original Product and the replacement Product within 14 days of its receipt of the replacement Product.
 - iii. Request a refund for the Product and return the unopened Product to LabCanna. All refunds will be subject to a 20% restocking fee.
 - d. After 60 days, all Product sales are final and no exchanges or refunds will be made.
 - e. If all same SKU Products in a half case (six individual Products) or a full case (12 individual Products) are unopened, the half case or full case may be exchanged or refunded. If any Product in a half case or full case has been opened, the remaining unopened Products in the half case or full case may be exchanged or refunded based on their price per unit.



- f. If Retailer returns a Product that was hand-delivered by LabCanna, Retailer will be responsible for the shipping cost. If Retailer returns a Product that was delivered by a delivery service, LabCanna will provide Retailer with a USPS return label via email at LabCanna's expense.
 - g. All refunds will be processed in the tender in which the original payment was made. No refunds will be made until LabCanna receives the returned Products from Retailer.
 - h. If a Product is purchased from the Retailer and returned to the Retailer, the Retailer's customer will fall within the Retailer's return policy, not LabCanna's return policy.
6. **Minimum Advertised Price Policy.** LabCanna's Minimum Advertised Policy ("MAP Policy") applies to anyone selling LabCanna products, including Retailer, to end-users located in the United States, to ensure there is no confusion in the marketplace.
- a. LabCanna shall, in its sole discretion, set the minimum price for all Products ("Minimum Advertised Price"). The Minimum Advertised Price shall be posted at <https://labcannawholesale.com/>.
 - b. You shall not sell LabCanna's Products at any price below the Minimum Advertised Price.
 - c. This MAP Policy applies to all advertisements of LabCanna Products in any and all media or Product packaging, including, without limitation, flyers, posters, coupons, mailer, inserts, newspapers, magazines, catalogs, mail order catalogs, point-of-sale signs, hang-tags, bar codes, internet or similar electronic media, email newsletters, email solicitations, television, radio, and public signage.
 - d. The MAP Policy is also applicable to any in-store advertising that is displayed by Retailer or distributed by Retailer to any customer. If Product pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
 - e. LabCanna Products must be exempt from all store-wide or category-wide sales or coupons which would effectively advertise such Products below the Minimum Advertised Price.
 - f. "Bundling" or including a free or discounted product with an LabCanna Product is strictly prohibited, whether the free or discounted product is an LabCanna Product or another manufacturer's product.
 - g. From time to time, LabCanna may instigate promotions for Products covered by the MAP Policy.
 - h. LabCanna, in its sole and absolute discretion, may modify or suspend the MAP Policy in whole or in part, and/or adjust the Minimum Advertised Price with respect to all or certain Products, by providing written notice to Retailer. Such modifications, suspensions, or adjustments shall be effective upon Retailer's receipt of written notice from LabCanna.
 - i. Any questions regarding the MAP Policy must be in writing and directed to MAP Enforcement, sales@labcanna.com.
 - j. The MAP Policy and its enforcement is at the sole discretion and responsibility of LabCanna. LabCanna may elect to immediately terminate the Reseller Agreement if Retailer violates the MAP Policy.



7. **Buyer/Seller Relationship.** The relationship created by the Reseller Agreement is solely that of a buyer and seller. The Reseller Agreement does not create a partnership or joint venture between LabCanna and Retailer, nor does it render either Party the employee, agent, or legal representative of the other Party for any purpose whatsoever.
8. **Marketing Materials.** Any suggestions made by LabCanna's marketing materials are only suggestions and are not necessarily backed by clinical studies.
9. **Representations and Warranties by Retailer.**
 - a. Retailer represents and warrants that its sale of the Products will comply with all applicable federal and state laws.
 - b. Retailer represents and warrants that its marketing of the Products, including all claims made about the Products, will comply with all applicable federal and state laws.
10. **Disclaimer of Warranties by LabCanna.** EXCEPT AS EXPRESSLY SET FORTH IN THIS RESELLER AGREEMENT, LABCANNA DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER WITH RESPECT TO THE PRODUCTS AND ANY OTHER GOODS, MATERIALS, SERVICES, OR RIGHTS FURNISHED OR MADE AVAILABLE BY LABCANNA TO RETAILER UNDER OR IN CONNECTION WITH THE RESELLER AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.
11. **Limitation of Liability.** IN NO EVENT SHALL LABCANNA BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS OF THE RETAILER. IN NO EVENT SHALL LABCANNA'S TOTAL LIABILITY UNDER THE RESELLER AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY RETAILER TO LABCANNA FOR THE PRODUCTS AT ISSUE IN THE DISPUTE.
12. **Indemnity.** Retailer agrees to indemnify and hold LabCanna and LabCanna's directors, officers, agents, corporate parent, and subsidiaries harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, on account of any third-party claim arising out of or relating to Retailer's false or misleading statements, breach of the Reseller Agreement, and/or violation of any applicable state or federal law or the rights of any third party.
13. **Amendments to Reseller Agreement.** LabCanna may, in its sole and absolute discretion, amend the Reseller Agreement at any time by providing written notice to Retailer.
14. **Termination.** Either Party may terminate the Reseller Agreement at any time, with or without cause. The following provisions shall survive termination of the Reseller Agreement: (a) Section 9; (b) Section 10; (c) Section 11; (d) Section 12; and (e) Section 15. Retailer's payment obligations to LabCanna survive termination of the Reseller Agreement, regardless of the reason for termination and regardless of whether LabCanna initiated the termination.
15. **Governing Law and Venue.** This Reseller Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee without regard to the conflict of laws rules in effect from time to time in the State of Tennessee. The Parties hereby stipulate,



consent, and agree that the Chancery and Circuit Courts of Davidson County, Tennessee or the United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue in the event of any litigation arising out of or relating to the Reseller Agreement. The Parties consent to personal jurisdiction in said courts.

16. **Severability.** If any portion or provision of the Reseller Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the Reseller Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
17. **Authority / Binding Effect.** By checking the “I AGREE” box and submitting your electronic signature below: (1) you acknowledge that you have read and understand these terms; (2) you represent that you have the authority to bind the Retailer to the terms of the Reseller Agreement; and (3) you acknowledge that Retailer is bound by the terms of the Reseller Agreement.

Business Name: _____

Title: _____ Name: _____

Signature: _____ Date: _____