

Terms and Conditions

Thank you for taking the time to review the following Terms and Conditions that govern your use of this site and all sales between you (the "Reseller") and The Dragontree Apothecary. Please note your use of our website or by placing an Order with us constitutes your unconditional agreement to the following Terms and Conditions.

Orders:

All orders are subject to acceptance by The Dragontree Apothecary, at its sole discretion.

Returns and Cancellations:

The Dragontree Apothecary is dedicated to providing you with the highest quality products and Reseller service. If you are dissatisfied for any reason, please contact us immediately. Our Reseller service team will do whatever it takes to guarantee your satisfaction.

After an order has been placed with Dragontree Apothecary, Reseller may only cancel the order prior to the order being shipped and is subject to reimbursement to Dragontree Apothecary for its direct expenses incurred prior to such cancellation.

Reseller orders should be inspected immediately upon delivery. The Dragontree Apothecary is not responsible for any damage or loss in transit once the order leaves our facility. If you receive an item that was damaged during shipment, please file a claim with the shipping service.

If you wish to return your order for any other reason, please email Customer Service at returns@thedragontree.com within 24 hours of delivery.

Resellers are advised that returns are only accepted on unopened, undamaged, salable merchandise are subject to a 20% re-stocking fee, and will be accepted at the sole discretion of The Dragontree Apothecary.

Prices:

Prices for products are based on The Dragontree Apothecary list prices in effect at time of order and exclude freight. List prices are subject to change by The Dragontree Apothecary without notice.

Prices listed do not include shipping charges. All shipping costs are added to the Reseller order. Orders are shipped either via UPS, FedEx or USPS depending on weight, date needed, and delivery location. The Dragontree Apothecary is not liable for any loss, damage, cost or expense for any failure to ship within the acknowledged date.

Minimum Advertised Price:

The Minimum Advertised Price for any product shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published on The Dragontree Apothecary website. MAP pricing is established by The Dragontree Apothecary and may be adjusted by The Dragontree Apothecary at its sole discretion.

The MAP policy applies to all advertisements of The Dragontree Apothecary products in any and all retail outlets, media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.

MAP does not establish maximum advertised prices. All dealers and sales representatives may offer The Dragontree Apothecary products at any price in excess of the MAP.

Intentional or repeated failure to abide by this policy will result in termination of the Reseller's account. It is The Dragontree Apothecary's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.

Representations:

Reseller at no time shall engage in any unfair trade practices with respect to the Dragontree Apothecary or its Products, and shall make no false or misleading representations with respect to the Dragontree Apothecary or its Products. Reseller shall refrain from communicating any information with respect to guarantees or warranties

regarding Products, except such as are expressly authorized by the Dragontree Apothecary or are set forth in the Dragontree Apothecary's literature or other promotional materials.

Reseller shall not use the Dragontree Apothecary's tradenames or trademarks or any names closely resembling same as Part of Reseller's corporate or business name, or in any manner which the Dragontree Apothecary, in its sole discretion, may consider misleading or otherwise objectionable.

Independent Reseller Status:

This agreement, the authorization to resell Dragontree Products, nor anything in this Agreement is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency or other form of legal association between the Parties. Reseller shall have no authority to represent The Dragontree Apothecary in any manner, bind or enter into any agreement on behalf of The Dragontree Apothecary, nor act as a legal representative of The Dragontree Apothecary.

Taxes:

If the Reseller is a tax-exempt entity, Reseller shall provide The Dragontree Apothecary with a copy of its tax exemption certificate.

Terms of Payment:

Subject to The Dragontree Apothecary extending a line of credit, all payments are due on delivery. Payments received more than 30 days after the date of the invoice are subject to a late charge of 2% per month on the unpaid balance. Reseller shall be liable for all costs of collection, including attorney fees and courts costs, if any. All payments are to be made in United States dollars.

Packaging:

The Dragontree Apothecary shall pack all shipments in commercially suitable container that provide reasonable protection against damage during shipment, handling and storage under normal circumstances in reasonably dry, unheated transport and storage quarters. The Dragontree Apothecary reserves the right to impose additional charges for packaging to comply with Reseller's specifications or instructions.

Force Majeure:

The Dragontree Apothecary shall not be liable for any default or delay attributable to any cause or circumstance beyond its reasonable control, or the reasonable control of its suppliers or sub-contract manufacturers, which prevents or impedes the ability of The Dragontree Apothecary to deliver product in accordance with an order. Such causes and circumstances include, but are not limited to: acts of God; governmental acts, decrees or restrictions; accidents; wars, riots, or civil commotion; explosion, fire or flood; boycotts, trade disputes or quarantines; strikes, lockouts, slowdowns or other labor problems; restraints affecting shipment or credit; non-arrival or delay of carriers; inadequate or reduced supply or excessive cost of suitable raw materials, transportation or suppliers, or manufacturers to manufacture and supply product. In the event of such default or delay, the date for shipment shall be extended accordingly. The Dragontree Apothecary may make delivery on an equitable basis with reference to all its Resellers. No orders may be cancelled due to a force majeure event without prior written approval.

Solely for Resale:

Reseller agrees and represents that it is buying Products for retail resale use only and not for personal use for itself or any other third party.

Compliance with Laws:

The Dragontree Apothecary warrants that it is in compliance with all laws, rules, regulations, standards, ordinances, and Executive Orders of the United States, all applicable state and local governments, and all applicable governmental agencies with respect to the manufacture and sale of its Products.

Products purchased by Reseller shall be subject to export laws and regulations of the United States of America. Reseller agrees to comply with all applicable laws and regulations of the various states and of the United States.

Additional Terms and Conditions:

Contract:

There are no representatives, agreements, warranties, conditions, or obligations expressed or implied, relating to the sale and purchase of The Dragontree Apothecary's products except as set forth herein. Reseller's order and The Dragontree Apothecary acceptance is the sole contract between the parties.

Choice of Law:

The construction, validity and performance of the contract for sale between The Dragontree Apothecary and Reseller shall be governed by the laws of the State of Oregon, United States of America, without reference to its choice of law principles. Reseller irrevocably consents to the jurisdiction of the courts of the State of Oregon and the United States District Court, for the trial of any lawsuit arising out of the contract for sale. Any action for the breach of the contract for sale must be commenced within one (1) year after the cause of action has occurred.

Attorney Fees:

In the event of litigation to enforce the terms of the contract of sale, the prevailing party shall be entitled to reasonable attorney fees, both at the time of trial and on appeal.

Waiver; Enforceability:

Any waiver of the terms and conditions hereof, or any waiver of any breach hereof by Reseller, either directly by The Dragontree Apothecary or by operation of law or in equity, shall not be deemed to be a waiver of an subsequent failure of strict compliance with the performance of each and every item of the contract for sale. If any provision or provisions of the contract for sale are held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired.