



NATURAL BATH & BODY PRODUCTS LTD.

PRODUCT RETAILER AGREEMENT

This Product Retailer Agreement (*hereinafter referred to as "The Agreement"*) is made on the _____ day of _____, 20____ between Shervy's Natural Bath and Body Products Ltd (*hereinafter referred to as "Shervy's"*) having its business place at (LP # 2 Upper Irving Street Petit Bourg San Juan) and _____ (*hereinafter referred to as "The Retailer"*) having its business place at _____.

WHEREAS subsequent to the execution of this Agreement a Retailer's form on the website **MUST** be completed and approved by the Managing Director. There is a pre-set minimum purchased quantity in order to qualify for the wholesale price.

AND WHEREAS for good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Expired and or defective products **MUST NOT** be sold. ALL expired and or defective product of Shervy's **MUST** be removed from the Retailer(s) shelf and should be disposed of in an environment friendly manner, if not returned to the Manufacturer for proper disposal.
2. The Retailer must report any defective product within 24 hours after receiving the products. The report must be completed via a report form on the website and Shervy's will respond to the report within 24 hours of receiving the report.
3. All used ingredients are placed on the labels of every product for customers knowledge and convenience. Each product have an expiry date printed on it and it is the responsibility of the Retailer to ensure that the product sold is not expired.
4. Shervy's Natural Bath and Body Products Ltd encourages feedback from Retailers, their customers and all other customers who purchase and use Shervy's products. Shervy's website allows for such feedbacks.

5. Shervy's Natural Bath & Body Products Ltd shall and will be the **SOLE** manufacturer and wholesale supplier of all its products. The names and contact information of all retailers, distributors, businesses and or sole traders who sell Shervy's products will be posted on Shervy's website (www.shervynaturalbnb.com) for customers knowledge and convenience.
6. The Manufacturer reserves the right to sell products on their website at the set retail price. Registered Retailers can sell at their markup retail price but must be mindful that customers can access the Manufacturers online store. The Manufacture also, reserves the right to retail at pop-markets and any other local, regional, or international similar events.

Order

7. Shervy's shall manufacture or cause to be manufactured all such quantities of Shervy's products, package, brand, distribute and sell and the Retailer shall purchase via a purchase order the products at the prices set forth (See Wholesale price listing).
8. The Retailer shall provide reasonable notice to Shervy's in advance of the date of the proposed delivery and or pick up of the types and quantities of products that shall be required by the Retailer via the purchase order.

Cancellation of Order

9. If a Retailer wishes to cancel an order, they can do so no later than two (2) weeks from the purchase order date. A Twenty (20%) cancellation fee will be charged to the Retailer and the remaining down-payment fee will be reimbursed within a two (2) weeks period. Failure to cancel an order within the 2-week period will result in a seventy-five (75%) late cancelation fee charged to the Retailer. Similarly, the remaining balance will be reimbursed to the Retailer within a 2-week period. Repeated cancellations by any Retailer will result in the de-registration of the Retailer as a Client with Shervy's and they will be prohibited from purchasing Shervy's products wholesale.

Purchase

10. Shervy's products will be sold on consignment, whereby Retailers will be provided with the requested quantity of products, paying half the cost of purchase order and the balance to be paid Thirty (30) days from the date of purchase. Products will be exchanged only when the initial half down payment is made. Should Wholesalers require an extension, such a request **MUST** be made in writing to the Manufacturer for their consideration and approval. Failure to complete outstanding payments will result in the retention of a registered Debt Collector. Shervy's Natural Bath and Body Products Ltd will not be responsible for any credit, financial or reputational damages incurred as a result of penalties imposed by the Debt Collector.
11. Any supporting Shervy's merchandise such as branded tablecloths, T-shirts, hats, re-usable shopping bags, gift bags, banners, magnetic car stickers, window stickers, brochures, flyers and branded stands will be available and can be purchased solely from Shervy's online store.

Payment

12. All Retailers orders and purchases **MUST** be made online. Payments can be made via cheque, credit card, Wipay, PayPal or Bank transfer directly to Shervy's Natural Bath & Body Products Ltd business account. **NO CASH** payments will be accepted as precautionary measures.

Pricing

13. Shervy's agrees to offer products at current fixed wholesale prices to allow Retailers to make a profit. Prices are subject to change due to global increase in raw materials and production costs. All change in retail prices will be adjusted on Shervy's website and wholesale price changes within Retailers' product price listings. One month's notice will be given to all Retailers of any increase in prices. Such information will be posted on Shervy's website (www.shervynaturalbnb.com) and an email correspondence will be sent to all registered Retailers.

Transportation/Delivery

14. Transportation/delivery fees for retailed products will be at the discretion of the Retailer and the customer, such cost will not be absorbed by the Manufacturer.
15. Delivery of products to Retailers is available upon request to the Manufacturer. Transportation/ delivery or shipping costs will be a separate fee and will be the responsibility of the retailer and or wholesaler.

Third Party Advertising

16. Retailers are allowed to use any of Shervy's media advertising content on any of their personal or public social media (Facebook/ Instagram) pages and Business site. A simple request can be made to the Managing Director for the desired soft copy or hard copy file.

Risks

17. Ownership and risk of loss and damage with respect to Shervy's products shall pass to the Retailer at the time the Retailer and or its agents take possession of the product.

Increase Brand Awareness

18. From time to time Shervy's will host a brand awareness campaign using video content and advertisement to help improve product visibility and brand image online. Retailers, distributors and customers of Shervy's product can promote the product by posting Shervy's brand, logo, and website (www.shervynaturalbnb.com) on their social media platforms.

Limitations/Restrictions

19. There will be **ABSOLUTELY NO ALTERATIONS** of any kind to Shervy's products, labeling, ingredients, branding and packaging. Re-packaging or production of any of Shervy's products will be considered a breach of this Agreement and an act of fraud and as such will result in immediate termination of this Agreement and legal action will be instituted against you in accordance with the laws of The Republic of Trinidad and Tobago.
20. There will be no restriction should a Retailers wish to sell Shervy's products at events such as pop-markets, fundraisers, fairs, sporting events and various health events. To eliminate competition or the presence of more than one retailer at the same event, due notice of (3 weeks) prior to the event **MUST** be given to Shervy's Managing Director who shall then publish on Shervy's website the list of events and the retailers who will be present at the respective events. Shervy's will not be held liable for any loss of sales due to competing retailers at the same event.
21. Retailers with businesses outside of Trinidad and Tobago, mainly Hotels, Air BnB and Guest houses, consideration will be given to co-branding of Shervy's products over a specified wholesale quantity and the product in question.

Force Majeure

22. Any event or condition not reasonable foreseeable and not reasonably within the control of either party, which prevents the performance by either party of its obligations under this Agreement or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following constitute events or conditions of Force Majeure: transportation delays, acts of state or governmental action, riots, disturbance, strikes, lockouts, supplies or labor shortages, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion. Upon giving notice to the other party, an event of Force Majeure releases the affected party to this Agreement without liability from the performance of its obligation under this Agreement, EXCEPT for the obligation to pay any amounts due and owing under this Agreement, only for the period that its performance of such obligation is prevented by the event of Force Majeure. Such notice must include a description of the nature of the event of Force Majeure, its cause and possible consequences. The party claiming Force Majeure will promptly notify the other party of the termination of such event.

Termination

23. This Agreement may be terminated by either the Manufacturer or the Retailer at any time and notice to terminate must be expressed to the other party to this agreement. The reason for termination can be in accordance with but is not limited to any of the following:
 - Frequent cancellation of orders according to Clause 9 of this Agreement;
 - Relabeling, rebranding and repackaging of any of Shervy's products according to clause 19 of this Agreement;
 - Failure to fulfill payment or distribution obligations of any kind and
 - Should one of the parties become bankrupt, insolvent or go into liquidation of receivership.

Indemnification

24. Should the Retailer whether knowingly or unknowingly sell defective and or expired products to customers, the Retailer will be held liable for any damages incurred by the customer. Shervy's will **NOT** be held liable for any damages incurred by the negligence of the Retailer.
25. The Retailer shall indemnify and hold harmless the Manufacturer, its directors and or its agents from and against any and all losses, damages, claims, judgments, liabilities, causes of action or expenses, including, but not limited to legal fees for injury to any person or persons arising out of or in connection with:
 - Any breach by the Retailer of its obligation under this Agreement;
 - The Retailer's failure to remove and properly dispose of expired and or damaged products as agreed upon in Clause 1 under this Agreement and
 - The distribution or sale of any of Shervy's product by the Retailer hereunder to the extent such loss, damage, claim, judgment, liability, cause of action or expense results from an act or omission of the Retailer, its agents, directors and employees whether pursuant to its obligation under this Agreement or otherwise.

Storage of Products

26. Shervy's products are made with all-natural plant and mineral based ingredients. A Paraben free preservative and fragrance oils are used in Shervy's creams and hair conditioners and other products respectively. All essential oils used are sourced from one reputable international supplier and have been tested to meet the highest quality. As such, **Shervy's products are to be stored away from direct sunlight and heat. They are to be keep out of reach for children and should not be ingested.** This information is on all Shervy's labels for customer's reference.
27. Shervy's ensure that as far as reasonably practicable to always produce high quality natural products, using high quality natural ingredients, in safe and clean working environment. However, in the event of product defect, damage or spoilage due to a manufacturing error, Shervy's Natural Bath & Body Products Ltd will take full responsibility. Any product purchased by a Retailer and end up either damaged or spoiled while under the care of the Retailer due to improper storage, all losses will be that of the Retailer and not of the Manufacturer. All outstanding balances of the purchase order **MUST** be honored and will not be waived.
28. Under this Agreement as the context requires, all references to the singular shall include the plural or vice versa and likewise, all references to gender shall include both male and female.

This Agreement has been duly executed and is legally binding on the parties to this Agreement and is enforceable in accordance with the Laws of The Republic of Trinidad and Tobago. The granting of equitable remedies such as specific performance and injunction shall be granted upon the discretion of the court should there be any breach to this Agreement.

This Agreement shall be printed and signed by the Retailer. The signed document shall be returned to Shervy's Natural Bath and Body Products Ltd via email at shervys100@gmail.com or via mail at 23 Akal Road, Petit Bourg, San Juan, Trinidad West Indies.

IN WITNESS WHEREOF the parties have set their hands the date and year first hereinabove written.

Shervon Ifill
(Founder/Managing Director of Shervy's Natural
Bath and Body Products Ltd)

Retailer Name (Block Letters)

Retailer Signature

Company Stamp

