

## LEXLI INTERNATIONAL WHOLESALE PROGRAM TERMS & CONDITIONS UPDATED 1/01/2017

Upon registering for a Lexli Wholesale account, you agree to be bound by the following Terms and Conditions. Each Wholesaler is responsible for assuring that its employees, agents and contractors comply with these Terms and Conditions. Lexli reserves the right to update these program Terms and Conditions at any time.

### DEFINITIONS

As used in the below Terms: (i) "We", "us" and "our" refers to Lexli or Lexli International Inc.; (ii) "you" or "your" refers to the Wholesaler; (iii) "our website" refers to the Lexli brand website which includes but is not limited to [www.lexli.com](http://www.lexli.com); (v) "Program" refers to the Lexli Wholesale Program.

### ACCOUNT TERMS

1. To qualify for a Lexli Wholesale account, you must be a licensed esthetician or physician.
2. To qualify for a Lexli Wholesale account, you must provide all details requested on the account application.
3. Upon approval and registration in the Lexli Wholesale account program, you will be provided with a unique system login that may not be used by anyone other than you, the account owner. Sharing your login with others is grounds for termination of your Lexli Wholesale account. In the case of businesses where multiple employees may need to place orders, separate logins will be provided for each individual. Contact Lexli to request these additional logins.
4. You are responsible for maintaining the security of your account and password. Lexli International cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
5. One person or legal entity may not maintain more than one account.

### ENROLLMENT

After receiving your application, we will notify you if you have been accepted into our Program. Please allow up to two business days for your application to be reviewed. We reserve the right to reject any application.

### ACCOUNT USE

Upon acceptance into the Lexli Wholesale Program, you will be provided with a user name and be required to select a password. You may not transfer or share this information with any third parties. If a party accesses our Site or Services using your account information, we will rely on that account information and will assume that it is you who is accessing the Site or Services. You are solely responsible for any and all use of your account information and all activities that occur under or in connection with the account. Lexli reserves the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the our Site and your account, including without limitation, terminating your account, changing your password, or requesting additional information to authorize access on your account. You agree to be responsible for any act or omission of any users that access the Site or Services under your account information that, if undertaken by you, would be deemed a violation of these Terms and Conditions.

### WHOLESALE PRICING

Members of the Lexli Wholesale Program are offered our full line of products at 50% of the current retail price. Lexli may change product pricing at any time, as reflected on our Wholesale/Professional ordering site ([www.lexliprofessional.com](http://www.lexliprofessional.com)), and without providing advance notification. Pricing modifications are primarily driven by fluctuations in the price of raw materials. As a member of the Lexli Wholesale Program, you may not publicly distribute Wholesale pricing.

### RETAIL SALES

As a member of the Lexli Wholesale Program, you are authorized to sell Lexli products at suggested retail pricing within your brick-and-mortar retail location. With prior written approval, you are authorized to sell Lexli products on your online store. Under no circumstance will Wholesalers be permitted to sell Lexli products via third-party ecommerce websites, including but not limited to Amazon.com, Ebay.com, Etsy.com.



## ONLINE STORES

With prior written approval, Wholesalers are authorized to carry Lexli products in their online store. The following guidelines apply:

1. The website on which you sell Lexli products must be your official business website. Use of any of our trademarked terms as part of your website's domain or sub-domain is strictly prohibited (e.g. Lexli, AloeGlyC, etc.).
2. You are responsible for all fulfillment and shipping costs and arrangements. Lexli does not offer drop shipping or similar programs.
3. You may not utilize Lexli copy on your website. All product descriptions and information must be originally produced content.
4. Lexli will make available product images and a brand logo to Wholesalers who sell Lexli products on their approved website. However, we must review the use of these images prior to site launch.
5. As part of any Wholesaler search engine optimization or online advertising campaign, the following is prohibited:
  - a. You are not authorized to link directly to the Lexli website through search engines; this refers to PPC keyword or text ad destination URLs, as well as display URLs. Links within search engines must direct visitors to your approved website, without redirects, and not to Lexli International.
  - b. You may not bid on any Lexli branded terms as part of an Adwords campaign or similar program, including but not limited to:

|                           |                    |
|---------------------------|--------------------|
| Lexli                     | Lexli offers       |
| Lexli International       | Lexli coupon       |
| Lexli International, Inc. | www.lexli.com      |
| Lexli aloe skin care      | Lexli acne         |
| Lexli skin care           | AloeGlyC           |
| Lexli deals               | AloeGlyC exfoliant |

## ORDERS

You may place Wholesale orders online at the designated Wholesale/Professional website ([www.lexliprofessionals.com](http://www.lexliprofessionals.com)) by logging in with your unique username and password. To change an order after it has been submitted, you must call Customer Service at (701) 893-3417 or (877) 893-3417 or send an email to [customers@lexli.com](mailto:customers@lexli.com), as changes cannot be made online to existing orders. Payment must be completed for all orders before they will ship.

## COUPON CODES

Lexli occasionally offers Wholesalers savings on future orders through the use of coupon codes. To be notified of promotions, you are required to keep your most current email address on file with Lexli Customer Service. This may also be changed online at: <https://lexliprofessional.com/account.aspx>.

## MINIMUMS

As of 1/1/2016, Lexli requires a minimum order of \$200 for Wholesale customers. We reserve the right to change this policy at any time.

## PAYMENT

Lexli accepts Visa, Mastercard, American Express, Discover Card and Paypal. Wholesalers located near our Fargo, ND headquarters may choose COD. Lexli offers credit to accounts that have completed a credit application and have held an active account for more than 12 months. To learn more about setting up credit, contact Lexli Customer Service.

## SALES TAX

Wholesalers located in North Dakota will be charged sales tax on all orders unless you file a proof of exemption with us.



## **SHIPMENT**

Lexli offers Wholesalers free shipping on every Wholesale order. All orders are processed and shipped within three business days. Orders are generally sent via USPS or UPS. If expedited shipping is required for an order, contact Lexli Customer Service for options and pricing.

Lexli is closed and does not ship on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

## **RETURNS/DAMAGE CLAIMS**

All shipments from Lexli must be inspected immediately upon arrival. If your shipment became damaged during shipment, you must contact Lexli Customer Service within 48 hours so we may begin an investigation and initiate the claims process. At that time, we will process a replacement shipment and give you instructions for returning the damaged goods. Damaged merchandise will not be accepted if held for more than 15 days after receipt.

Lexli stands behind the performance of its products and we, therefore, offer a no-hassle, moneyback guarantee. Wholesalers who are dissatisfied with a Lexli product may return it by contacting Customer Service within 15 days of receipt of an order. A 5% restocking fee will be charged on return orders and you will be responsible for the cost of returning the items.

## **PRODUCT VARIATIONS**

Because Lexli products are formulated in small batches, variations in product consistency and color may occur. If you have concern about variations in a product you receive, please contact Lexli Customer Service.

## **LEXLI ALOE REWARDS PROGRAM**

Wholesale accounts are not eligible for participation in the Lexli ALOE Rewards customer loyalty program.

## **ADVERTISING/PUBLICITY RELATED TO LEXLI**

You shall not create, publish, distribute, or print any written material that makes reference to our Program or utilizes Lexli images without first submitting that material to us and receiving our prior written consent. If you intend to promote Lexli via e-mail campaigns, you must submit the intended e-mail to us for approval prior to being sent and adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.
2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of Lexli International Inc.

## **INACTIVITY PERIOD**

Wholesale accounts that have been inactive (e.g. no orders placed) for a period of six months or more may be terminated at Lexli's discretion.

## **TERMINATION**

Lexli International, in its sole discretion, has the right to suspend or terminate your account for any reason at any time. Such termination will result in the deactivation or deletion of your Account or your access to your Account.

Reasons for termination have been represented in these Terms and Conditions and include but are not limited to, sharing your account login with another party, selling Lexli products online without prior authorization, selling products on third-party ecommerce sites, removing Lexli product labels before retail sale, and more.

## **CUSTOMER SERVICE**

The Lexli Customer Service team is available to answer any Wholesale questions Monday through Friday, 7 a.m. to 5 p.m. CT. Contact us at (701) 893-3417 or (877) 893-3417 or by sending an email to [customers@lexli.com](mailto:customers@lexli.com).

