



AUTHORIZED RESELLER POLICY

Bard Valley Medjool Date Growers Association DBA Natural Delights (hereafter “**Natural Delights**”) is the manufacturer and owner of the Natural Delights brand. Natural Delights hereby adopts the following Authorized Reseller Policy (the “**Policy**”) to protect the long-term strength and integrity of its brand and Products.

Effective immediately, only Authorized Resellers may sell Natural Delights products on eCommerce third-party marketplaces, such as Amazon. Authorized Resellers are merchants who are vetted by Natural Delights for adherence to its quality control standards and who are given approval to sell Natural Delights products on eCommerce third-party marketplaces, such as Amazon (hereafter, “**Authorized Resellers**”). Any reseller who wishes to sell Natural Delights products on eCommerce third-party marketplaces must obtain prior written approval from Natural Delights.

All Authorized Resellers accept and are bound by the terms and conditions of this Policy, which detail the channels and methods in which they are authorized to sell Natural Delights products. These terms and conditions are subject to change by Natural Delights without prior written notice at any time. Natural Delights and its Authorized Resellers are individually a “**Party**” and together are the “**Parties.**”

Terms and Conditions

1. **Authorization.** Authorized Resellers can advertise and sell Natural Delights products (the “**Product**” or “**Products**”) to end customers in the United States of America, in brick-and-mortar locations, and on their own Internet URL locations approved by Natural Delights.
2. **Third-Party Internet Marketplace Sales.** Resellers are prohibited from selling Natural Delights products on internet marketplaces including, but not limited to Amazon, unless they obtain written authorization from Natural Delights to sell on specific internet marketplaces and under specific seller names. Natural Delights may revoke or amend an Authorized Reseller's internet marketplace authorization by sending notice to the Authorized Reseller and such revocation or amendment shall become effective upon delivery of such notice.
3. **End Customers.** Products purchased by Authorized Resellers are intended for sale to end customers only. Accordingly, Authorized Resellers will advertise and resell the Product to end customers only. End customers are customers who purchase the Product for their personal use or consumption. Authorized Resellers are prohibited from reselling the Product to other sellers, retailers, or distributors without prior written approval from Natural Delights.
4. **Geographic Territory.** The authorization granted to the Authorized Resellers by this Policy is limited to the United States without exclusive right to any specific territory. Authorized Resellers must obtain prior written approval from Natural Delights to market, resell, gift, or export the Product outside the United States. Authorized Resellers must also obtain prior written approval from Natural Delights to resell the Product to a buyer who the Authorized Resellers know, or reasonably should have known, has the intent to export the Products outside the United States.

5. **Duration.** An Authorized Reseller’s approval to advertise and resell the Product will remain in effect until it is terminated by either Party or when Natural Delights terminates this Policy, whichever occurs first.
6. **Quality Control.** Authorized Resellers acknowledge the importance of upholding the good reputation of Natural Delights and its Products. Accordingly, Authorized Resellers must comply with all applicable federal, state, and local laws and regulations. Authorized Resellers must also agree to adhere to the highest quality control standards in performing their obligations under this Policy, including the following standards established by Natural Delights:
 - a. **Provide Accurate Information.** Authorized Resellers must provide accurate and up to date company and contact information including all DBA’s, retail locations, and websites where the Product will be sold.
 - b. **Product Storage.** Authorized Resellers will store the Product in secure facilities and in a manner that prevents damage to the Product or its packaging.
 - c. **Original Packaging.** Authorized Resellers will only sell Products in their original unaltered, undamaged, and sealed packages with all original markings, documents, and identifying information intact. Authorized Resellers will not sell Products that are marked “used,” “open box,” or with any other similar descriptors. Authorized Resellers are prohibited from opening bulk packages, repackaging the contents, and selling the Product in smaller units. **Authorized Resellers are prohibited from selling Products that have original labels replaced, altered, destroyed; such packages are considered altered and will not qualify for refunds, exchanges, or Natural Delights product warranties.**
 - d. **Damaged Product.** Authorized Resellers will destroy, at their own expense, Product that Natural Delights determines is altered, damaged, or does not meet Natural Delights quality standards.
 - e. **Bundles and Multipacks.** Unless Natural Delights gives prior written consent, Authorized Resellers are prohibited from creating and selling bundles or multipacks.
 - f. **No Brand Commingling.** Authorized Resellers will not advertise or display the Product with non-Natural Delights products in a manner that creates the impression that the non-Natural Delights products are made by, endorsed by, or associated with Natural Delights. Such commingling of brands is likely to cause customer confusion and is prohibited.
 - g. **Drop Shipping.** Order fulfillment by drop shipping is prohibited without prior written approval from Natural Delights.
 - h. **Quality Control Audit.** Natural Delights may conduct quality control audits of its Authorized Resellers’ advertising, promotional materials, product images, and any documents related to the marketing and advertising of the Product to determine whether the use of the Product and Intellectual Property meet the standards, specifications, and directions approved by Natural Delights. When requested, Authorized Resellers will provide Natural Delights with samples of advertising, promotional materials, product images, and any other documents for review.
 - i. **Product Recall.** If Product recall is necessary, Authorized Resellers will cooperate with Natural Delights to conduct the recall.

- j. **Additional Quality Control Standards.** Natural Delights has the right to issue additional quality control standards to protect the reputation of its brand and ensure commercial success of its Products. All Authorized Resellers agree to abide by all additional quality control standards issued by Natural Delights.
7. **Customer Service.** Authorized Resellers will offer customer service in a timely, diligent, and professional manner to customers who purchase the Product. Authorized Resellers will use commercially reasonable efforts to ensure customer satisfaction, increase customer loyalty, and preserve customer trust in the Natural Delights brand.
8. **Intellectual Property.** Natural Delights owns all proprietary rights in and relating to its brands, including name, logo, trademarks, service marks, trade dress, copyrights, patents, and any other intellectual property related to the Products (“**Intellectual Property**”). Natural Delights grants its Authorized Resellers a limited, non-transferable, revocable license to use its Intellectual Property for the purpose of marketing, advertising, and reselling the Product in a manner consistent with this Policy. The Intellectual Property will not be affixed to, or advertised in connection with, any goods or services other than the Product. All goodwill arising from the Authorized Resellers’ use of the Intellectual Property shall inure solely to the benefit of Natural Delights. Authorized Resellers agree to cease all use of the Intellectual Property upon the termination of their Authorized Reseller status. **This limited license is granted only to Natural Delights’ Authorized Resellers.**
9. **Advertising By Natural Delights.** Nothing in this Policy limits Natural Delights’ right to advertise and sell the Product independently from its Authorized Resellers. All decisions regarding the advertising medium or content will remain the sole discretion of Natural Delights.
10. **Product Warranties.** Natural Delights warrants the Products to be free from defects in material and workmanship. Natural Delights warrants that customers who purchase directly from Natural Delights, or from its Authorized Resellers, will receive unexpired product that is safe to consume when used according to the specification printed in the label. Natural Delights also warrants that the products sold by Natural Delights, and its Authorized Resellers, comply with all product safety regulations and appropriate labeling requirements promulgated by the United States Food and Drug Administration, including the Federal Food, Drug and Cosmetic Act, Federal Consumer Product Safety Act, and any other applicable product safety law. Further, Natural Delights warrants that the Products sold by its Authorized Resellers conform to Natural Delights’ quality control specifications. Such warranties extend only to Products sold by Natural Delights and its Authorized Resellers who are subject to Natural Delights’ quality control standards. **NATURAL DELIGHTS’ WARRANTIES DO NOT EXTEND TO PRODUCTS OBTAINED AND SOLD BY UNAUTHORIZED RESELLERS OR TO PRODUCTS WHICH NATURAL DELIGHTS CONSIDERS ALTERED.**
11. **WARRANTY DISCLAIMER.** **THE EXPRESS WARRANTIES SET FORTH IN THIS POLICY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. NATURAL DELIGHTS HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **LIMITATION OF LIABILITY.** **NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS POLICY, IN NO EVENT WILL NATURAL DELIGHTS BE LIABLE TO AN AUTHORIZED RESELLER FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR ANY SPECIAL,**

INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER NATURAL DELIGHTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NATURAL DELIGHTS' LIABILITY WILL NOT EXCEED THE AMOUNT AN AUTHORIZED RESELLER PAID TO NATURAL DELIGHTS FOR THE PRODUCT.

- 13. Termination.** Natural Delights may terminate a Party's Authorized Reseller status if the Party breaches the terms of this Policy or for any other reason for which Natural Delights reasonably believes termination is necessary. Further, if Natural Delights elects to terminate this Policy, Natural Delights will give written notice to all Authorized Resellers within a reasonable time. Upon termination, the Authorized Resellers' authorization to advertise and resell the Product will be immediately revoked.