



Wholesale Agreement

What Franny's Expects From You:

Sales & Use Tax ID and EIN
Nondisclosure Agreement
E595E Form
Resale Certificate
Wholesale Account Application Form

What to Expect from Franny's Farmacy

Product Images
Product Descriptions
Policies & Terms of Agreement (below)
Wholesale Portal Access
Consumer Insight Data

Franny's Farmacy is thrilled to partner with you! These are the terms of agreement between our wholesale clients ("you") and Franny's Farmacy ("we" or "us"):

Pricing, Incentives & Fees

- Franny's Farmacy offers its products to wholesale accounts for **60% of MSRP**. Additionally, we offer a 10% volume discount for orders 13 items or more of the same SKU.
- The wholesale **minimum purchase amount is \$250.00**.
- All products and pricing are subject to change and seasonal availability.
- **In selling our products, you must adhere to our MSRP policy:** Franny's Farmacy branded products may not be sold or advertised on any website for less than the prices listed on www.frannysfarmacy.com. Products sold in stores must be sold at MSRP. We will send you new MSRP pricing information whenever it is updated.
- We will occasionally offer promotional pricing or reduced shipping fees for products purchased at www.frannysfarmacy.com or at Franny's Farmacy corporate and franchise retail locations. These offers do NOT apply to wholesale orders. Any discounts on wholesale products will be offered separately.
- Retail coupon codes promoted via our email newsletter and/or our social media accounts will not be honored for customers making purchases at retail stores other than Franny's Farmacy store and/or on websites other than www.frannysfarmacy.com.

Shipping & Handling

- Shipping fees are \$20 per order, regardless of order size.
- Customers who request priority shipping must pay the priority fee.

Payments

- Orders must be paid for in full in US currency prior to shipping. We do not currently offer payment terms (Net 30, 60, 90, or the like).
- We accept all major credit cards, including AMEX. Credit card charges will appear on your statement as “Franny’s Farmacy.”

Protections

- You are required to sign and return a nondisclosure agreement.
- You are required to collect sales taxes on all orders. You will need to provide us with a copy of your Sales & Use Tax ID and EIN for our files.
- You must have overall business ethics that are compatible with Franny’s Farmacy. It is crucial that the Franny’s Farmacy family and partners remain a trusted and reputable brand in the marketplace.
- Your company and website will be vetted to ensure that your store will meet Franny’s Farmacy standards, and will not dilute our image and brand. We will review your website periodically to ensure ongoing policy compliance.
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- **Product abuse is prohibited. You may not duplicate or alter our products or packaging, nor falsely represent our products as your own. We reserve the right to discontinue wholesale accounts in the case of product abuse.**
- Franny’s Farmacy wholesale clients are only allowed to sell our branded products via the business address provided at the time of application and listed on the Tax ID. You may not sell our products on [Amazon.com](https://www.amazon.com), online auction sites, online marketplaces, temporary locations not receiving prior approval by Franny’s Farmacy, consignment shops, second-hand stores, or the like.
- All resellers must have a web address of their own from which to sell Franny’s Farmacy products. You may not use a subdirectory of another company’s URL, such as Amazon, etc.
- Franny’s Farmacy products may only make up a portion of store offerings, and should be part of a category with like products. Store display samples are expected to be kept in hygienic condition and replaced as needed.
- Once you are approved for a wholesale account, we will provide product photography and product descriptions free of charge. We require that you use our product photography and product descriptions in order to maintain consistent brand representation. All Franny’s Farmacy content, including text from our website, ads, catalog, and other written material, may be used only with express written consent of Franny’s Farmacy.
- Online retail presentation of Franny’s Farmacy branded products must be consistent with, although clearly differentiated from, the presentation of our branded products on www.frannysfarmacy.com and must not confuse an average consumer.
- The sale or distribution of Franny’s Farmacy products outside of the US or to a third party other than an end consumer is strictly prohibited, unless specifically approved in writing by Franny’s Farmacy. We reserve the right to cancel or limit the sale of products to customers whose distribution and sales strategies are incompatible with our own.
- We reserve the right to refuse sales at our discretion.

Order Fulfillment

- At this time we ship to US addresses only.
- Franny’s Farmacy will only ship to the address provided on your Sales & Use Tax ID form. If you own multiple locations, we require unique log-ins for each location, along with unique Sales & Use Tax IDs. Franny’s Farmacy will not ship to any location other than your business address.

- Most wholesale orders will be shipped within two to three days. However, order fulfillment may take up to two weeks, depending on stock levels and order volume. Buyers for wholesale accounts are advised to plan accordingly. Please reach out to wholesale@frannysfarmacy.com with any questions regarding timelines or order fulfillment.
- We cannot guarantee that your order can be cancelled or changed after it has been placed. You may contact us as soon as possible to see if your order has already started processing. If it has not, we will be happy to make changes to your order within 24 hours of receipt.

Returns

- **Return Policy: Franny's Farmacy Distribution accepts returns on wholesale orders within 3 days of order delivery. We charge a 15% restocking fee on all returned orders.**
- Please open and inspect your order immediately upon receipt. If your merchandise is damaged or incorrect upon arrival, you must save all contents and packing materials and contact us within three business days of arrival to place a claim.
- Shipments that arrive in damaged condition will be replaced only if returned within 10 days. Lost parcels will be replaced. If parcels have been damaged by the shipping agent, items will be replaced after we have investigated thoroughly. In either circumstance, a monetary refund will not be offered or given.
- Should you order a product in error, we will happily allow you to return the items as long as you follow our Return Policy state above. Items must be shipped to the distribution center you received your order from. Items returned must be in salable condition. Your account will be charged a 15% restocking fee, to be invoiced separately and paid prior to placing your next order.
- If a shipment is returned to us due to an incorrect shipping address, you will be required to repay shipping and handling charges before we will reship the order.

Termination

- Either party may terminate this agreement by providing thirty (30) days' written notice.