



CONTRACT FOR THE RETAIL SALE OF GOODS

This Contract for the Retail Sale of Goods (the "Sales Contract") is made on _____ [DATE]

BETWEEN: Humarian, LLC (the "Wholesale Seller"), a limited liability company, LLC, organized and existing under the laws of the State of Indiana, with its head office located at:

Humarian, LLC, 7207 N. Shadeland Ave Suite B, Indianapolis IN 46250

AND: _____ (the "Retail Seller"), an entity organized and existing under the laws of _____, with its head office located at:

Address: _____

1. SALE OF GOODS

Wholesale Seller shall sell, transfer and deliver ordered goods to Retail Seller upon payment from Wholesale Seller.

2. IDENTIFICATION OF GOODS

Identification of the goods to this agreement shall not be deemed to have been made until both Wholesale Seller and Retail Seller have specified that the goods in question are to be appropriated to the performance of this agreement.

3. RESTRICTIONS OF SALES

Retail Seller CAN SELL IN THEIR OWN STORE AND WEBSITES.

Retail Seller CAN SELL TO ANOTHER RETAILER – WITH THE SAME PRICE CONTROLS.

Retail Seller CAN SELL AT THE LOWEST HUMARIAN ESTBALISHED PRICING BUT THEY CAN ALSO SELL AT A HIGHER PRICE POINT.

Retail Seller CANNOT SELL ON AMAZON OR E-BAY OR SIMILAR ONLINE RETAIL SITES OUTSIDE THE RETAIL SELLER'S OWN STORE AND WEBSITE.

Retail Seller CANNOT WHITE LABEL WITHOUT PRIOR AUTHORIZATION.

4. AUTHORIZED RETAILER DISTRIBUTION CHANNELS

Humarian, LLC grants to Authorized Retailer the nonexclusive, non-transferable right to sell branded products from time to time (the "Products"). Authorized Retailer will sell Products through the following:

Sales are conditioned upon Authorized Retailer Seller conducting its business in accordance with the terms and conditions and operating principals set forth herein. Products may not be sold by Authorized Retailer at any other location or through any other channel without the prior written consent of Humarian Company.

5. PAYMENT ON ORDER PLACEMENT

Retail Seller shall make payment for the goods at the time when, and at the place where, the goods are ordered by Retail Seller.

6. RECEIPT CONSTRUED AS DELIVERY

Goods shall be deemed received by buyer when delivered to Retail Seller at:

7. RISK OF LOSS

The risk of loss from any casualty to the goods, regardless of the cause, shall be on Wholesale Seller until the goods have been accepted by Retail Seller.

8. WARRANTY OF NO ENCUMBRANCES

Wholesale Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

9. WARRANTY OF TITLE

Furthermore, Wholesale Seller warrants that at the time of signing this agreement Wholesale Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of seller in the goods.

10. RIGHT OF INSPECTION

Retail Seller shall have the right to inspect the goods on arrival and, within 10 business days after delivery, Retail Seller must give notice to Wholesale Seller of any claim for damages on account of condition, quality or grade of the goods, and Retail Seller must specify the basis of the claim of Retail Seller in detail. The failure of Retail Seller to comply with these conditions shall constitute irrevocable acceptance of the goods by Retail Seller.

11. GENERAL PROVISIONS

- A. ENTIRE AGREEMENT. This document represents the entire agreement between the parties. This Agreement supersedes all previous negotiations, whether written or oral.
- B. AMENDMENT TO AGREEMENT. Any changes, modifications, or amendments to this agreement must be approved by both parties after a reasonable time for each to consider the changes and must be documented and signed in writing.
- C. TERMINATION, DURATION AND RENEWAL. This contract shall be in effect from the signing date for the term stipulated in the sales order. After such time, the parties may choose to renew the contract or let it terminate. Seller retains the right to terminate the contract due to a change of ownership, insolvency, or the impossibility to perform (due to change in law or regulation, war or warlike conditions, frozen funds or other force majeure) by the Buyer.
- D. BINDING EFFECT. The Terms and Conditions of this Agreement shall inure to the benefit of, may be enforced by, and shall be binding on the parties and their heirs, executors, administrators, personal representatives, assigns and successors in interest.
- E. UNENFORCEABLE CLAUSE EFFECT. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- F. RELATIONSHIP OF PARTIES. Humarian and Retail Seller are independent companies and are not the legal representatives or agents of each other for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume or create in writing or otherwise, any agreement, binding obligation or liability for the other party. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the parties.
- G. AUTHORITY TO CONTRACT. The following signers further agree and stipulate that the terms and recitals contained herein are contractual and warrant that they have full authority for their respective companies to enter into this contract.
- H. REMOTE EXECUTION. This agreement may be signed and properly witnessed at separate times by the parties and a facsimile copy is as good as an original document. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.
- I. DISPUTES AND GOVERNING LAW. Retail Seller agrees that any disputes over this agreement will be decided under Indiana and Federal law in the County or Federal District Court closest to Humarian Research Labs, Inc. Further, that attorney fees and all costs to bring litigation for the enforcement or interpretation of this agreement will be the responsibility of the prevailing party. Parties agree to negotiate in good faith and to mediate disputes prior to litigation.

The parties have executed this agreement at _____ the day and year first above written.

Wholesale Seller

Retail Seller



Authorized Signer Name

Authorized Signer Name

President and CEO

Authorized Signer Title

Authorized Signer Title

By typing or signing name on Authorized Signer line, signer is agreeing to terms outlined in this document.