

Wholesale Terms and Conditions



1. Ownership and Governing Law

These Terms and Conditions apply to all wholesale sales between Grounded Confections (the "Seller") and the Buyer. This agreement shall be governed by and construed in accordance with the laws of the State of Maine.

2. Specialized Product Attributes (Vegan & Gluten-Free)

- **Certification & Claims:** All products labeled "Vegan" or "Gluten-Free" are produced according to Seller's internal manufacturing standards. Seller guarantees that these products meet the specific dietary claims listed on the packaging at the time of shipment.
- **Allergen Disclosure:** While products are formulated to be vegan and gluten-free, they are produced in a facility that may handle other allergens. Buyer agrees to maintain the original packaging, which contains all necessary allergen disclosures and "shared equipment" statements.
- **Integrity of Ingredients:** Buyer shall not repackage or relabel the goods in a way that obscures these dietary claims or the ingredient list.

3. Orders, Pricing, and Payment

- **Minimums:** All orders must meet the current minimum order quantity (MOQ) of 3 boxes.
- **Pricing:** Unit price \$4.50, box price \$54.00. MSRP \$7.00-\$8.00. Each box includes 12 chocolate bars. Custom wooden displays are available for purchase.
- **Payment Terms:** Payment is due within 15 days from invoice. Late payments will accrue interest at a rate of 3% per invoice on the outstanding balance. Orders received with outstanding balance of 45+ days overdue will not be fulfilled until balance is paid in full.

4. Fulfillment

- Please allow up to 20 business days to fulfill your order from the date of invoice.

5. Shipping and Perishable Goods

- **F.O.B. Origin:** Risk of loss and title pass to the Buyer once the goods are delivered to the carrier.
- **Climate Control:** The Seller is not responsible for heat damage (e.g., melting or blooming) sustained during transit if the Buyer fails to receive the delivery on the first attempt or ignores recommended shipping methods during summer months.

6. Storage and Handling

- **Standard of Care:** To maintain the temper and quality of the chocolate, Buyer agrees to store goods in a climate-controlled environment (60°F–68°F, humidity below 50%).
- **Cross-Contamination:** If the Buyer sells products in a bulk or "open-case" format (where permitted), the Buyer is solely responsible for preventing cross-contamination with non-vegan or gluten-containing products at the point of sale.

7. Inspection and Returns

- **Final Sale:** Due to the food-grade and perishable nature of the products, all sales are final.
- **Claims:** Claims for shortages or damage must be submitted in writing with photos within 48 hours of delivery.

8. Resale and Intellectual Property

- **Brand Integrity:** Buyer may use Grounded Confections trademarks and photos solely for reselling the goods.
- **Third-Party Platforms:** Resale on marketplaces like Amazon or Etsy is prohibited without express written consent.

9. Compliance, Food Safety, and Recalls

- **Regulatory Compliance:** Both parties shall comply with the FDA Food Safety Modernization Act (FSMA).
- **Recalls:** In the event of a product recall, Buyer agrees to cooperate fully with Seller to track and remove affected inventory from the market immediately.

10. Limitation of Liability and Indemnification

- **Liability Cap:** Seller's liability is limited to the purchase price of the goods.
- **Indemnity:** Buyer agrees to indemnify Seller against claims arising from Buyer's negligence, such as improper storage leading to spoilage or failure to disclose allergens to the end consumer after the product has left the original packaging.

11. Amendments and Updates

Seller reserves the right to modify these Terms and Conditions at any time. Any such modifications shall be effective immediately upon posting to the Seller's wholesale via written notice to the Buyer. Continued placement of orders or acceptance of goods following such notification shall constitute the Buyer's irrevocable acceptance of the amended Terms. It is the Buyer's responsibility to review the current Terms prior to placing each order.