



**KAIVAL AUTHORIZED RESELLER TERMS AND CONDITIONS
FOR THE UNITED STATES
Effective Date: September 1, 2023**

Kaival Brands Innovations Group, Inc. (“Kaival”) has implemented Kaival Authorized Reseller Terms and Conditions for the United States (“Terms”), which apply to Authorized Resellers of Kaival products, including but not limited to the BIDI® stick vape products (“Product(s)”) in the United States of America. By purchasing Products from Kaival for retail sale to End Users (as defined below) or distribution to Authorized Retailers (as defined below) (or other Authorized Wholesalers, as specifically granted permission from Kaival) for resale, you (*e.g.*, a wholesaler, distributor, or retailer, each herein a “Reseller”) agree to adhere to the following Terms. These Terms supplement any then-current agreement regarding the sale of Products between you and Kaival. Until such status is otherwise revoked by Kaival, in Kaival’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” (and specifically, if you sell to others for resale, you shall be considered an “Authorized Wholesaler” and if you sell to End Users, you shall be considered an “Authorized Retailer” both of Wholesalers and Retailers together are collectively Resellers). Kaival may review Reseller’s activities for compliance with the Terms and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products. In the event that any information provided by Reseller upon registering with Kaival is no longer correct (*e.g.*, address), then Reseller shall promptly provide Kaival with the updated and correct information.

1. Purchase Orders and Products.

(a) General. Orders for Products (“Purchase Orders”) made with Kaival by Reseller shall be handled pursuant to Kaival’s then-current product order, shipment, and return procedures, which may be amended by Kaival at any time, and currently can be found at <https://wholesale.bidivapor.com/>. Purchase Orders must be placed through <https://wholesale.bidivapor.com/> or other Kaival-approved EDI system. Kaival reserves the right to reject any Purchase Order, in whole or in part, for any reason. Kaival reserves the right, at any time in its sole and absolute discretion and without any obligation, liability, or advance notice to Reseller, to discontinue the sale of or limit the production of any Product, to terminate or limit deliveries of any Product, to alter the design or composition of any Product, and to add new Products to or delete existing Products from its product lines.

(b) Order of Precedence. These Terms consists of, in order of precedence: the Kaival quotation, offer or order confirmation (typed portions control over pre-printed portions) (each, an “Offer”), the product specifications, and these Terms (including any referenced documents herein). Any terms contained in Reseller’s purchase order, or other method of acceptance or order, constitutes a proposal to amend the Terms, are rejected and shall not become a part of the Terms or transaction.

(c) Prices; Payment Terms. Prices and time of payment for the Products are as described in the Offer. Unless otherwise stated, all prices are in U.S. dollars. Reseller will pay Kaival at the location and manner indicated in the Offer. Kaival's standard method of payment is via ACH transfer, per the ACH Authorization in effect at the time of sale. Kaival's standard payment terms (which shall control in the absence of conflicting terms in Kaival's order confirmation) are 2% 5 net 15, meaning that payment is due on the 15th day following the issuance of an order confirmation, and Reseller receives a 2% discount for making payment within 5 days following the issuance of an order confirmation. Kaival reserves the right to require Reseller to prepay for all or part of the Products. **Unless indicated in the Offer, prices do not include applicable federal, state and local taxes of any kind. Reseller must pay any such taxes, unless Reseller provides a valid tax exemption certificate authorized by the applicable taxing authority.** If Reseller does not pay Kaival on the applicable due date, Kaival reserves the right to apply a finance charge to the outstanding balance of 1.5% per month, not to exceed the maximum amount of interest permitted by law. Reseller may not set off any amounts due from Reseller to Kaival against any other amounts which may be due from Kaival to Reseller.

(d) Shipment and Delivery. Kaival will pack and ship the Products in accordance with its then-current practices, unless Kaival and Reseller agree otherwise in writing. Reseller will pay all transportation, shipping and handling charges for the Products. Products will be deemed delivered when they are (a) turned over to the carrier for shipment or (b) put into storage for the Reseller's benefit, whichever occurs first. Kaival will endeavor to meet all estimated delivery times; availability of Products and delivery times are estimates, however, and not guaranteed. Kaival is not and will not be liable for any loss, injury, damage or other expense that Reseller or any other party may suffer if Products are shipped after the estimated shipment date. Delivery may be subject to issuance of required licensing and approvals by local, state and federal regulatory bodies.

(e) Acceptance. Products will be deemed accepted upon delivery unless Reseller rejects the Products by written notice to Kaival within 48 hours of arrival at Reseller's designated destination. Claims for shortages, damage, or visible defects must be made in writing within that time period.

(f) Storage; Consignment. If Reseller refuses or otherwise declines to accept delivery of Products, Kaival may, as Reseller's agent and without liability to Kaival, store or arrange for storage of such declined Products at Reseller's expense. Such Products will be deemed delivered at the time they are either put into storage or turned over to the carrier for shipment, whichever occurs first. Any consignment arrangement must be specified in the Offer or in a signed agreement between the parties.

(g) Title. Title and risk of loss to the Products will pass to Reseller at the time Products are delivered to Reseller. Reseller, however, grants to Kaival a security interest in the Products until payment in full and performance by Reseller under these Terms. Kaival may document this security interest in a security agreement and a UCC financing statement.

2. **Authorized Customers.** Reseller must inform Kaival accurately as to whether Reseller intends to sell as a Wholesaler or Retailer, or both, and keep such information up to date with Kaival.

(a) Authorized Customers for Wholesalers.

- (i) Wholesaler is authorized to sell Products only to Authorized Retailers in the United States. (If Wholesaler also sells as a Retailer, then Wholesaler must obtain permission to sell as a Retailer from Kaival and receive the Authorized Retailer Policy. If Wholesaler sells to other Wholesalers, then Wholesaler must (i) notify Kaival of the name of such sub-wholesalers; (ii) obtain permission to sell to other wholesalers from Kaival; and (iii) receive the Authorized Wholesaler Policy to pass down to such other wholesalers.)

An “Authorized Retailer” is an individual or business entity that:

- (1) purchases Products from Kaival or a Kaival Authorized Wholesaler and resells the Products as part of a commercial enterprise;
 - (2) has received and abides by the Kaival Authorized Retailer Policy for the United States (“Retailer Policy”); and
 - (3) has not had its Authorized Retailer status revoked by Kaival or been identified by Kaival as ineligible to become an Authorized Retailer.
- (ii) If any customer or prospective customer of Wholesaler is not yet an Authorized Retailer, Wholesaler shall immediately provide the Retailer Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Retailer Policy, Wholesaler may thereafter sell Products to such customer, which shall thereafter be an Authorized Retailer unless and until Kaival revokes such status. Authorized Retailers are determined by Kaival in its sole discretion.
- (iii) Notwithstanding anything to the contrary in these Terms, Wholesaler shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Walmart, or Target.
- (iv) Wholesaler shall not sell Products to End Users without Kaival’s prior written consent. An “End User” is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party.
- (v) Wholesaler shall cease or suspend sales to any customer promptly upon request of Kaival.
- (vi) Wholesaler shall not sell, ship, or promote the Products outside of the United States of America or to anyone Wholesaler knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without Kaival’s prior written consent.

(vii) Wholesaler shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Retailer customers as requested by Kaival from time to time.

(b) Authorized Customers for Retailers.

(i) Retailer is authorized to sell Products only to End Users (as defined above) in the United States. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without Kaival's prior written consent.

3. Online Sales. Reseller shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of Kaival.

(a) A "Publicly Accessible Website" is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) All third-party online marketplace websites (including, but not limited to, Amazon, eBay, Facebook Marketplace, Google Shopping, Kroger Marketplace, Target+, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without Kaival's prior written consent.

(c) A website operated by Wholesaler to facilitate orders from Authorized Retailers that requires the Authorized Retailers to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

4. Sales Practices. Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Kaival. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business and/or (b) related to the marketing and sale of the Products. This requirement includes any and all consumer safety- or consumer protection-related laws related to the advertising, marketing and selling of tobacco products, including, but not limited to the Tobacco 21 laws, any applicable Federal Drug Administration requirements, any state or local law requirements, the California Safe Drinking Water and Toxic Enforcement Act of 1986 (a.k.a. California Proposition 65), and the California's Stop Tobacco Access for Kids Enforcement Act (a.k.a. STAKE Act, including its requirement of heightened online age verification processes). Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Kaival or the Products. Reseller shall not advertise Products not carried in inventory. Reseller will not make any claim or inference in the sale or marketing of the Products that the Products are any of one or more of the following: (i) intended to diagnose, prevent, treat or cure any disease (including that the Products

are therapeutic or any smoking cessation claims), (ii) to be used for other than vaping by those of legal age to purchase the Products, (iii) without risk, (iv) can lower the risk of disease, (v) provide less harmful effects, (vi) are free from any particular substance, and (vii) reduce exposure to a substance. Reseller will not obscure or remove any warning or other disclaimers in marketing materials provided to Reseller by Kaival. Reseller shall provide evidence of any legally required licensure to sell Products to Kaival upon request.

5. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Kaival Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A as Kaival may amend from time to time.

6. **Intellectual Property.**

(a) Reseller acknowledges and agrees that Kaival or its licensors own all proprietary rights in and to the Kaival and BIDI® brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Kaival IP”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Kaival IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the Kaival IP shall inure solely to the benefit of Kaival or its licensors.

(b) Reseller’s use of the Kaival IP shall be in accordance with any guidelines that may be provided by Kaival from time to time, including those at wholesale.bidivapor.com, and must be commercially reasonable as to the size, placement, and other manners of use. Kaival reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Kaival IP (including in advertising) at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by Kaival and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Kaival product name or any trademark owned by or licensed to Kaival, nor a misspelling or confusingly similar variation of any Kaival product name or any trademark owned by or licensed to Kaival.

7. **Termination.** In addition to all other available remedies, if Reseller breaches any of the Terms, Kaival reserves the right to terminate the Terms and Reseller’s status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller’s status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Kaival Products or has any affiliation whatsoever with Kaival; and (iii) using all Kaival IP.

8. **Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY SECTION OF THE DOCUMENTS ACCOMPANYING THE PRODUCTS OR IN PRODUCT LITERATURE FURNISHED BY KAIVAL CONTAINING PRODUCT WARRANTIES, AS IN EFFECT FROM TIME TO TIME (THE “STATEMENT OF WARRANTY”), KAIVAL MAKES NO REPRESENTATION OR WARRANTY TO RESELLER OF ANY NATURE OR KIND REGARDING THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW,

KAIVAL DISCLAIMS ALL OTHER WARRANTIES TO RESELLER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE, OR OTHERWISE. KAIVAL'S SOLE OBLIGATION AND LIABILITY TO RESELLER IN RESPECT OF ITS WARRANTY AS SET FORTH IN THE STATEMENT OF WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST. Kaival's Cancellation, Return & Refund Policy, which may be amended by Kaival at any time, currently can be found at <https://wholesale.bidivapor.com/cancellation-return-refund-policy/>.

9. **Indemnification**. Except as otherwise provided herein, Reseller shall, and hereby does, indemnify, defend, save and hold harmless, Kaival, and its directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors, and all other representatives and each of the heirs, executors, successors, and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Terms by Reseller, or (b) the negligence or willful misconduct of Reseller or its officers, employees, agents, or contractors, or (c) personal injury or property damage arising from the use, operation, or failure to operate the Products.

10. **Limitation of Liability**. KAIVAL SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS. KAIVAL'S AGGREGATE LIABILITY FOR ANY DAMAGE OR THAT OF ANY THIRD PARTY CAUSED BY ITS PRODUCTS OR OTHERWISE BY ITS ACTS OR OMISSIONS, SHALL NOT EXCEED, IN RESPECT OF ANY CLAIM ARISING OUT OF A SINGLE EVENT OR A SERIES OF CONNECTED EVENTS, THE PURCHASE PRICE OF THE PRODUCTS RELATED TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY HOWEVER THE LOSS OR DAMAGE IS CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, BREACH OF CONTRACT, DELAY OF PERFORMANCE, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. FURTHER, KAIVAL DISCLAIMS LIABILITY THAT MAY ARISE IF THE RESELLER OR ANY THIRD PARTY MODIFIES, MISUSES, IMPROPERLY INSTALLS OR REPAIRS THE PRODUCTS; IF THE PRODUCTS SUFFER AN ACCIDENT, NEGLIGENCE, OR ADVERSE CONDITIONS; OR IF THE PRODUCTS ARE USED CONTRARY TO PUBLISHED SPECIFICATIONS OR INSTRUCTIONS OF USE.

11. **Availability of Injunctive Relief**. If there is a breach or threatened breach of Sections 2 (Authorized Customers), 3 (Online Sales), 4 (Sales Practices), 5 (Product Care and Quality Controls), 6 (Intellectual Property), or 7 (Termination), it is agreed that Kaival will have no

adequate remedy in money or other damages at law. Accordingly, Kaival shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Kaival to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Kaival's right to fully enforce any or all provisions and parts thereof.

12. Miscellaneous.

(a) Modification. Kaival reserves the right to update, amend, or modify the Terms at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Kaival IP, or use of any other information or materials provided by Kaival to Reseller will be deemed Reseller's acceptance of the amendments.

(b) Compliance with Laws. With respect to all activities under the Terms, Reseller shall comply with all applicable federal, state and local laws, government regulations and orders, including without limitation concerning: (a) delivery, use, or sale of the Products, including but not limited to the sale of the Products to appropriately aged parties; (b) tax and any other registration required by any governmental authority in the jurisdiction or jurisdictions in which Reseller conducts business; (c) the timely and complete payment of national, state, or local sales, use, value added, or other tax, tariff, duty or assessment levied or imposed by the United States or any foreign governmental authority arising out of or related to any of the transactions contemplated by this Agreement, including sales of the Products to Reseller, and arising out of Reseller's ownership and sale of the Products, other than taxes based upon Kaival's income (collectively, "Taxes") (c) occupational health and safety, and protection of persons and property from death, injury or damage; (d) labor and employment, including equal employment opportunity; (e) tax; (f) export control; (g) the environment and the use, handling, storage, labeling, and disposal of toxic or hazardous materials; and (h) money laundering, bribery, anti-terrorism, trade embargos, and economic sanctions. Reseller represents that it holds all applicable licenses and permits, and has made all required registrations, to purchase and sell Products and warrants that it shall maintain said licenses and permits (and obtain any additional licensing that may be required in the future) throughout the term of this Terms. Upon request, Reseller hereby agrees to provide Kaival with copies of any applicable license or permit, or proof of registration, as requested. Kaival reserves the right, in its sole discretion, to require Reseller to apply for and maintain a specific license in order to purchase Products.

- (i) Hazardous Products. Reseller acknowledges that there may be hazards associated with the storage, use and disposal of Products. Reseller agrees that only qualified and trained individuals who have been made aware of these potential hazards will handle the Products. Reseller also assumes all risk and liability resulting from its use or disposal of Products.
- (ii) Compliance Indemnity and Covenant. Reseller shall indemnify, defend and hold harmless Kaival, its affiliates and their respective officers, directors, employees and agents from and against any claims, losses, damages, liability and costs arising out of any claim, suit or action alleging Reseller's conduct, or the conduct of Reseller's

counterparties or any parties downstream of Reseller which is in breach of this Section 12(b). In addition, Reseller shall bind all of its counterparties to the obligations contained in this Section 12(b), and shall not sell the Products to a counterparty that is in breach of any of the obligations contained in this Section 12(b).

- (iii) **Diligence Responsibilities.** Reseller acknowledges and agrees that, in the event it or its counterparties sell the Products to parties who have not obtained the requisite certifications, credentials, authorizations, licenses, and permits materially necessary to conduct business in the jurisdictions in which they operate or who have not paid the requisite Tax to the appropriate taxing authorities, Kaival may be subject to adverse action leading to a prohibition of sales (and thereby to damage affecting both parties). Therefore, Reseller agrees to perform strict due diligence on its counterparties (and their counterparties, if applicable) and to obtain documentary verification that all parties in its stream of commerce are in compliance with the requirements in this Section 12(b).

(c) **Force Majeure.** Kaival shall not be deemed to be in breach hereof or liable to Reseller in any manner on account of any delay in delivery or other performance caused in whole or in part by, or otherwise materially related to, the occurrence of any contingency beyond Kaival's control, including, without limitation, fire, flood, terrorist threats or acts, riot or other civil unrest, war, invasion, hostilities, pandemic, disease, strikes or other labor disputes, embargoes or transportation delays, shortage of labor, inability to secure fuel, energy, materials, supplies or power at reasonable prices from regular sources or on account of shortages thereof, delays or failures of any of Kaival's suppliers to deliver, acts of God or of a public enemy, the effect of any existing or future laws, acts or regulation of any applicable federal, state, or local government, or any other commercial impracticability.

(d) **Severability.** If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

(e) **Assignment.** Reseller may not and shall not assign these Terms without the prior written consent of Kaival. Any assignment permitted will require the assigned party to remain obligated to perform under these Terms.

(f) **Survival.** All provisions that are continuing in nature, including but not limited to those involving indemnity, will survive termination of the Terms.

(g) **Notices.** Unless otherwise noted, all notes or correspondence pursuant to the Terms must be sent to the address or number and to the contact on the Offer or to such other address as may be designated by Kaival.

(h) ***Cumulative Remedies.*** Kaival's rights and remedies are cumulative and in addition to any other rights and remedies provided by law or equity (or provided under the Uniform Commercial Code except to the extent modified herein).

(i) Independent Contractors. The parties are independent contractors, and nothing in these Terms may be construed to create a partnership, joint venture or agency relationship between Kaival and Reseller.

(j) No Third-Party Beneficiaries. These Terms are entered into solely for the benefit of Kaival and Reseller, and no other person will acquire the right to enforce any provision of the Terms against either party.

(k) Confidentiality. The Terms and any attachments constitute confidential, proprietary information of Kaival and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Kaival.

(l) Governing Law and Venue. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Orlando, Florida, and waives any and all objection to venue and jurisdiction of such courts.

(m) Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**

EXHIBIT A

KAIVAL PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Kaival regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight, in sanitary conditions, and away from volatile conditions.
2. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products with other Products or other consumable products), and other alterations to Products or their packaging are not permitted.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging. Do not provide anyone free samples or Products.
4. Do not resell any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Kaival at 1-833-367-2434.
6. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or that would expire prior to being fully consumed based upon the number of servings, as applicable. Manage inventory on a first-expired, first-out (“FEFO”) basis, or if FEFO is not applicable, on a first-in, first-out (“FIFO”) basis. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by Kaival and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise Product purchasers on the selection, and safe use of the Products. Be available to respond to Product purchasers’ questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
9. Ensure that any third-party logistics provider engaged to store inventory or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Kaival. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Kaival reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to Kaival is required. Cooperate with Kaival in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider. Do not permit any third-party logistics provider to fulfill orders in any way that results in the shipped Product coming from Product inventory owned by a third party.

10. Cooperate with Kaival with respect to any Product tracking systems or anti-counterfeiting systems that may be implemented from time to time.
11. Cooperate with Kaival with respect to any Product recall or other consumer safety information dissemination efforts.
12. Report to Kaival any customer complaint or adverse claim regarding the Products and assist Kaival in investigating any such complaints or adverse claims.
13. Cooperate with Kaival in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
14. Employ a commercially reasonable security program to avoid underage access to the Products and an age-verification process that complies with the law, and follow any policies regarding age-verification that Kaival may be published on wholesale.bidivapor.com or as reasonably requested by Kaival from time to time. Such processes include (i) requiring government-issued identification cards to prove that a purchaser of the Products is of an age required by law before allowing any transaction, (ii) securing signatures upon delivery with a method designed to ensure that the Products are not delivered to a person under age requirements, (iii) using routine audits to prevent access by those under age, including employees, and (iv) establishing hotline for sales to those under age, or direct callers to the Kaival hotline at 1-833-367-2434.
15. Monitor and control access to any storage facility in which Products are stored, and any such storage facility shall be equipped with appropriate technical and organizational measures to ensure security of the Product and protection against unauthorized access, theft and burglary.