



CASSVITA LTD

WHOLESALE PURCHASE AGREEMENT

Business Name: _____

Buyer's Name: _____

Buyer's Address: _____

Buyer's Email: _____

Buyer's Phone: _____

Preferred Contact: Email Phone Both

Business Registration Number: _____

Tax ID Number: _____

CONTRACT REQUIREMENTS

- Copy of Business License
- Photocopy of Manager's ID card
- ID card of Authorized Representative
- Copy of the Article of Association (if it is a joint venture business)
- Written Application with business stamp and letterhead
- Caution fee of 50,000 FCFA
- Two-passport size photograph
- Proof of ability to distribute
- Copy of Taxpayer's card
- Attestation of localization

PRODUCT ORDERING RATE

Daily Weekly Monthly Not yet certain

Payment medium:

MTN & ORANGE Mobile Money Credit card

Bank deposits Bank transfers Any

The distributor's license limits the distributor to supply CASSVITA products to her immediate area of location.

Area covered by the contact: _____

CASSVITA LTD reserves the right to give license to one or more distributors within the same geographical location if the existing distributor in that particular location is unable to satisfy the demanding population of that location.

ACKNOWLEDGEMENT & AGREEMENT

Signature constitutes acknowledgement and agreement to all Terms and Conditions as outlined in the attached agreement and herein expressly incorporated. This Agreement, along with its rights and obligations, remains in effect for one year from the date indicated below, unless terminated prior to that date pursuant to the terms and conditions within this Agreement.

Date: _____ Buyer's Signature: _____

Stamp:

TERMS AND CONDITIONS

SUPPLIER OF "CASSVITA PRODUCTS" is:

SUPPLIER NAME: CASSVITA LTD, Isokolo – old road, Limbe, Southwest Region, Cameroon.

Supplier Telephone: (+237) 677581214, 698968964, 233332743 and 675339559 Supplier email address: cassvita17@gmail.com Supplier website: www.cassvita.com

1) QUALIFICATION

The buyer must have a physical store to purchase wholesale. If you do not own a physical store, you are prohibited from purchasing wholesale. During the contract process, the supplier is to visit the intended warehouse to make sure it is conducive for the purchased products. The applicant must provide all the contract requirements stated above.

2) PRODUCT ORDERING PROCESS

Orders for CASSVITA products may be placed by email or through online.

Email: orders@cassvita.com.

Minimum Order:

CASSVITA powder fufu is offered in cartons with each carton containing **twelve** 1kg packets. The buyer must order at least 50 cartons.

Order Confirmation:

The Buyer will receive an order confirmation via e-mail or phone call before any product is supplied. By receiving the confirmation, the buyer agrees to receive the purchase order as confirmed. The buyer has 48 hours (for weekly buyers) and 3 hours (for daily buyers), from the time the confirmation is received to contact CASSVITA LTD regarding cancelling or adjusting the purchase order.

Terms:

All products are to be purchased for resale only. The buyer's distribution account is not to be used by anyone other than you EXPECT authorized by the distributor in a written document stating the transfer of power. This should be done ahead of time before the next order. Lastly, wholesale products are not for gift giving.

3) PRICING, PAYMENT METHODS AND TERMS

Distributor Pricing

The buyer will be given a carton of CASSVITA powder fufu for 13,200 FCFA. The distributor is expected to sell the powder fufu following the price quotes below.

CUSTOMER CATEGORY	PRICE PER PACK (FCFA)	PRICE PER CARTON (FCFA)
Distributor	1,100	13,200
Retailer	1200	14,400
Final Consumer	1,300	15,600
SPECIAL OFFER (LIMITED TO SUPERMARKETS ONLY)		
Supermarkets	1,183	14,200

Manufacturer's suggested retail price (MSRP)

Products purchased from CASSVITA LTD shall only be sold at the manufacturer's suggested retail price (MSRP). The Distributor is to sell a carton of CASSVITA powder fufu to a Retailer for 14,400 FCFA; the retailer is to sell to a final consumer at 15,600 FCFA. Meanwhile, the distributor is to sell to supermarkets at 14,200 FCFA and the supermarkets are to sell to final consumers at 15,600 FCFA per carton. In the event the buyer chooses to place the products for sale at a price above stated price, the Buyer shall not exceed the product's price more than 4% above the MSRP. Permission for special sale events beyond the 4% discount by the retailer must be requested in writing to CASSVITA LTD. **The distributor is to ensure that CASSVITA powder fufu is sold as stated above.** The distributor will be notified if any change of pricing plan.

Payment Methods

The buyer will be invoiced for products ordered and payment is due within Invoice Due date. For all distributor accounts, payment is due in full upon the receipt of an invoice. The buyer can pay by credit card or mobile money transfer or deposit, bank deposits. Upon payments, buyer will receive a confirmation call. **Clients should bear in mind that they are responsible for the charges incurred in money transfers.** Orders will not be filled unless your order is paid in full and the Wholesale Contract is complete and on file. Buyers can also pay on delivery.

Changes to pricing & products

Prices and products are subject to change. The buyer reserves the right to be notified in case of any change in product price by the supplier through a written document with supplier's letterhead at least one month before new price enforcement. All merchandise will be delivered at the prices in effect at the time of order. The supplier reserves the right, at her sole discretion, to change ingredients, packaging and included documentation. All orders are subject to availability.

Terms

The supplier (CASSVITA LTD) reserves the right to control the price of her products in the market; the distributor is answerable if any price difference is noticed during the supplier's price control activity; The Supplier reserves the right to cancel this Agreement, and any of its obligations hereunder, without notice, with or without cause.

4) DELIVERY, SHIPPING & LEAD TIMES

Delivery

The company's sales representative will deliver all products purchased from CASSVITA LTD to the buyer, in accordance to the agreed lead-time.

Lead Times

Lead-time for first orders begins AFTER payment has been received. Lead times vary based on order size. The lead-time will greatly depend on the product-ordering rate selected above. The supplier (CASSVITA LTD) will inform you of your lead-time after your order.

5) PRODUCT SAMPLE AND ADVERTISING

Advertising

The supplier (CASSVITA LTD) will take the responsibility of advertising her products to ensure smooth sales for the distributor. The supplier will equally provide all necessary company advertising gadgets to the distributor, such as company t – shirts, company umbrella, posters and flyers.

Samples

CASSVITA LTD will make every attempt to accommodate free sample requests for interested businesses. Free Samples will be sent to potential wholesale accounts at the sole discretion of CASSVITA LTD. Sample recipient must prove they are a legitimate business and have shown interest to sell the product. Due to fluctuations in inventory, certain sample items may be substituted at the sole discretion of CASSVITA LTD. To request a Free Sample please contact us at order@cassvita.com. Product samples can also be obtained alongside the buyer's order. These samples are **NOT** intended for resale.

Every applicant who wishes to distribute CASSVITA goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

6) PRODUCT SHELF LIFE

CASSVITA Powder fufu

All products are packaged with transparent water – proof plastic. This is to aid in the preservation of our powder fufu. The CASSVITA powder fufu is made with no preservatives, hence 100% organic. We guarantee a shelf life of **between 6 – 12 months**

if kept properly. The distributor is not permitted to sell the product after the “USE BY” date on the package. Some proportion of expired products will be compensated for by the supplier.

7) RETURNS AND PRODUCT QUALITY ISSUES

Notice of Defect/Returns

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 4 days after the receipt of merchandise. It is the responsibility of the Buyer to inspect upon receipt, that all merchandise delivered matches its order.

Supplier agrees to stand behind all merchandise and replace if necessary. Buyer shall return for full credit, defective product that is returned by consumers. Supplier agrees to accept all returns, issuing full refund or credit at Buyer’s option. Packets damaged on transit must be refused at the time of delivery in order for Supplier to assume responsibility.

The Buyer is to take a picture of the product and e-mail it to the company’s MRK representative at orders@cassvita.com or via WhatsApp (677581214). The supplier will make the necessary replacements as soon as the damaged product is sent back by the buyer. All credit will be in the form of product replacement.

Note: the supplier will not be responsible for products damaged due to area of storage.

8) CREDIT FACILITIES AND BONUSES

Credit Facilities

CASSVITA LTD like any other company who wishes to keep her existing customers, get paid, stay in business, and boost sales, will have a solid and effective credit policy. Credit sales will be offered to buyers after the first six months orders in business. The supplier can offer between 25% to 47% of the buyer’s order on credit depending on the wholesale customer’s acceptable credit worthiness. The supplier reserves the right to use the 5 “C” method in order to assess the wholesale customer’s credit worthiness. All credit purchase from CASSVITA LTD is due within 15 days.

Bonuses

The supplier (CASSVITA LTD) will offer a bonus of 3% for every ordered quantity after 3 months to wholesale customers. The supplier reserves the right to review the bonus

policy annually. In addition, the buyer will be given 2 cartons free after purchasing 500 cartons.

9) WARRANTY

The wholesale customer agrees that CASSVITA LTD makes no warranty, express or implied, as to the merchantability of CASSVITA powder fufu. The wholesale customer also agrees that CASSVITA LTD is not liable for any misuse or misrepresentations of the goods by the distributor or the final retail purchaser or consumer, and indemnifies CASSVITA LTD for any legal actions that emanate from such actions. The supplier will be liable to damages caused by the product to the third party (final consumer) after serious investigation.

10) CONFIDENTIALITY

Each of the parties hereto agrees to keep confidential all information including, without limitation, the terms of this Agreement, terms of the MAP policy, business and financial information, product designs, customer and vendor lists; pricing and sales information concerning supplier or buyer. Failure to preserve the confidentiality of the information mentioned above will result to an immediate and permanent termination of wholesale status of the buyer. At no time now or in the future can a wholesale customer attempt to recreate and/or produce any CASSVITA recipes with similar ingredients or by a similar name. CASSVITA LTD reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.

11) PRODUCT IMAGES, COPYRIGHTS AND BRAND ASSETS

The supplier will make available images and brand assets that buyer might require for print and online presence by request. Any imagery buyers provide for themselves must be approved prior to use (the buyer should allow adequate lead-time for approval; one (1) week is recommended). All materials published on the supplier's (CASSVITA LTD) website, packaging and promotional materials(including but not limited to articles, photographs, images, illustrations, audio clips and video clips) are protected by copyrights which are owned and controlled by CASSVITA or the party credited as the provider of the material. The entire contents of these documents are also copyrighted as a collective work under the Cameroon's copyright laws, and the selection, coordination, arrangement and enhancement of such content are protected by copyright. No material from this website or any website owned, operated, licensed, or controlled by CASSVITA LTD, product packaging, or other promotional documentation maybe copied, reproduced, republished, uploaded, posted, transmitted, or distributed in anyway. The buyer acknowledges not acquiring any ownership rights by downloading, printing or

reproducing any copyrighted material. The use of any such material on any other website or networked computer environment is prohibited. All trademarks, service marks, and trade names are proprietary to CASSVITA LTD or the other designate owner of a posted mark. The wholesale customer agrees not to allege to consumers that they, nor their appointees manufactured these products.

12) DISPUTE RESOLUTION

All disputes and differences arising out of or in connection with this Wholesale Contract (including, for the avoidance of doubt, the Wholesale-Retail Code or its subject matter or formation) shall be dealt with and resolved through dialogue between parties and if unable to be resolve, either party of the contract reserves the right to involve the state law authorities.

13) MODIFICATIONS

Supplier reserves the right to modify any terms and conditions contained in this Agreement at any time upon given a pre – notice to the buyer. Supplier may terminate Buyer’s rights under this Agreement at any time, if any terms or condition is not respected.

14) REPRESENTATIONS

Supplier’s Representation

Sale of Supplier’s product to Buyer does not and will not violate any State laws, rules or regulations. Supplier has the full rights to sell its product. Supplier’s sale of product to Buyer and subsequent resale to Buyer’s customers does not and will not violate any trademark, patent, service mark, trade secret or similar such right.

Buyer’s Representation

Both Buyers, their agents and/or representatives, shall not violate any state laws,

International laws, rules or regulations in the purchase, sale or resale of any of Supplier’s products.

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 COUNTER CLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTY’S ACTIONS IN THE NEGOTIATION,

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 FROM CHOSEN COUNSEL.

The parties each prefer that any dispute between them be resolved without litigation subject to the Jury Trial Waiver set forth herein, but the Cameroon Supreme Court has held that such pre-dispute jury trial waivers are unenforceable. The following section will be applicable until: (i) the Cameroon Supreme Court holds that a pre-dispute jury trial waiver provision similar to that contained in herein is valid or enforceable; or (ii) the Cameroon Legislature passes legislation. ACCORDINGLY, THE PARTIES EACH AGREE THAT ANY CIVIL ACTION OR PROCEEDING INVOLVING A DISPUTE ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE TRIED SOLELY THROUGH A JUDICIAL REFEREE.

THE PARTIES EACH FURTHER AGREES TO THE APPOINTMENT OF CASSVITA COMPANY LAWYER AS THE REFEREE APPOINTED TO CONDUCT THE TRIAL AND SUCH OTHER RELATED PROCEEDINGS. THE PARTIES FURTHER AGREES THAT THE FILING OF ANY LAW AND MOTION HEARINGS OR THE INITIATION OF ANY HEARINGS TO OBTAIN ANY FORM OF A PREJUDGMENT REMEDY SHALL NOT OPERATE AS A WAIVER OF THE PARTIES RIGHT TO TRIAL SOLELY THROUGH A JUDICIAL REFEREE.

THE PARTIES EACH ACKNOWLEDGES THAT THE JUDICIAL REFEREE WILL LIKELY CHARGE FEES AND COSTS OVER AND ABOVE THE FEES AND COSTS NORMALLY CHARGED BY A COURT. THE PARTIES EACH AGREE TO INITIALLY EVENLY SPLIT THE FEES AND COSTS OF SUCH REFEREE BETWEEN THE PARTIES. NOTWITHSTANDING THE FOREGOING, THE PARTIES EACH FURTHER ACKNOWLEDGES THAT THE REFEREE MAY DECIDE THAT ONE PARTY OR THE OTHER IS THE PREVAILING PARTY IN WHICH EVENT THE NON-PREVAILING PARTY WILL BE OBLIGATED TO REIMBURSE THE PREVAILING PARTY FOR ALL OF THE COSTS AND FEES PAID IN CONNECTION WITH THE HIRING OF THE REFEREE.

Because each party is giving up a right, Buyer is encouraged to have an independent lawyer of his/her choice, to review these provisions before agreeing to them. By initialing below, Buyer and Supplier confirm that they have read and understand the paragraphs above, and voluntarily agree to submit all disputes to a judicial referee. In doing so, Buyer and Supplier, voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. The Buyer has the right to have an independent lawyer of

Buyer's choice, to review these provisions and entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Buyer Initial Here) _____ (Supplier Initial Here)

15) TERM AND TERMINATION OF CONTRACT

Both parties reserve the right to terminate this Agreement if any of the above stated terms and conditions are not respected. The buyer agrees that this Agreement is renewable yearly. In other words, this Agreement is valid for one year.

16) ENTIRE UNDERSTANDING

This Agreement embodies the entire understanding of the parties and supersedes and replaces all other agreements (written or oral) between the parties relating to this subject matter, and Buyer shall not be allowed to make any change, modification or amendment, unless Buyer receives prior approval from Supplier in writing.

Agreement of Terms: By placing an order with CASSVITA LTD, you hereby understand and agree to abide by all the policies set forth by this agreement. These terms are subject to change at any time and you will be notified of such changes. We reserve the right to refuse any wholesale order for any reason. We reserve the right to terminate any wholesale account found to be violating this agreement or any of the other terms and conditions stated herein.

I have read and agree to the terms and conditions stated herein.

WHOLESALER

Signed by [NAME]

For and on behalf of

[Director/Authorized Signatory]

Address: Signature.....

Date: Stamp.....

SUPPLIER (CASSVITA LTD)

Signed by [NAME]

For and on behalf of

[CASSVITA LTD]

Address: Signature.....

Date:..... Stamp.....

WITNESS

Name:

Address:

Contact:

Signature:

Date: