

## WHOLESALE TERMS OF SALE AGREEMENT (Agreement)

- A. All prices quoted are valid for 30 days unless otherwise specified or revoked in writing.
- B. Payment is due in full prior to shipping.

This document sets forth all of the terms and conditions of the sale by Candles by Wine Light, LLC of products or services to the Customer identified herein and supersedes any inconsistent term or condition contained in any business for or written communication of the Customer. There are no other terms, written or oral than those herein.

### LIMITED LIABILITY –

With respect to each candle sold to Customer pursuant to this agreement, Candles by Wine Light, LLC warrants that the candle when delivered to the Customer shall comply with Candles by Wine Light, LLC's specifications and that Candles by Wine Light, LLC has all right, title and interest in the product necessary to sell the same to Customer the (Product Warranty). If any product when delivered to Customer fails to meet the Product Warranty. If any product delivered to Customer fails to meet the Product Warranty. Candles by Wine Light, LLC shall either replace the same as Candles by Wine Light, LLC sees fit at Candles by Wine Light, LLC's cost, provided that the Product is returned to Candles by Wine Light, LLCs, at Customers Expense with seven days of the date it is delivered to the Customer.

Candles by Wine Light, LLC makes no representation or warranty with regard to the Products or Services except the Product Warranty. The obligations of Candles by Wine Light, LLC as set forth in this section constitute the Customer's sole and exclusive remedies for any breach of or default by Candles by Wine Light, LLC with respect to the Products and Services and for any other claim which customer may have against Candles by Wine Light, LLC arising out of this agreement.

Customer waives and releases all rights and remedies of customer, and all warranties, obligations, and liabilities of Candles by Wine Light, LLC express or implied arising by law or otherwise with respect to the products and/or services, including but not limited to any implied warranty, claim of infringement, claim in Tort whether or not arising in whole or in part from Candles by Wine Light, LLC's fault, negligence or strict liability, or claim for any indirect, incidental, special or consequential damages, cover of loss of data, profit, revenue or use.

Candles by Wine Light, LLC's limitation of liability (whether in tort, contract, or otherwise and notwithstanding any fault, negligence, or strict liability of Candles by Wine Light, LLC), with regard to the Products and/or Services shall in no event exceed the compensation payable to Candles by Wine Light, LLC for the Product or Service in question. The compensation payable to Candles by Wine Light, LLC under the Agreement has been established in reliance on the provision of this agreement limiting Candles by Wine Light, LLC's liability exposure and allocating certain risks among the parties. Consequently, such provisions shall be construed broadly in favor of Candles by Wine Light, LLC.

### CANCELLATION –

Orders are not subject to complete or partial cancelation with Candles by Wine Light, LLC and then only on terms which fully reimburse Candles by Wine Light, LLC for any loss.

### ATTORNEY'S FEES –

If Candles by Wine Light, LLC employs legal counsel or a collection agency to enforce the terms and conditions stated herein, whether by asserting or defending a claim, the terms and conditions stated herein, whether by asserting or defending a claim. Customer shall immediately reimburse Candles by Wine Light, LLC for all attorneys' fees, court costs and collection fees thereby incurred by Candles by Wine Light, LLC , in addition to all other sums due hereunder.

### APPLICABLE LAW; VOID PROVISIONS –

These terms, conditions and covenants shall be governed by and construed in accordance with the laws of the State of Missouri. Any action under or arising from this agreement shall be brought only in the Greene County Circuit Court for Greene County Missouri or the United States District Court for the Western District of Missouri and Customer irrevocably consents to the jurisdiction and venue of said courts. If a provision hereof is declared void, the rest of the document shall remain in full force and effect and the void provision shall be replaced with a valid and enforceable provision as similar as possible to the provision replaced.

CANDLES BY WINE LIGHT, LLC  
5162 S CHELSEA  
SPRINGFIELD, MO 65804

[SALES@CANDLESBYWINELIGHT.COM](mailto:SALES@CANDLESBYWINELIGHT.COM)

417-861-8529

417-882-4343 - FAX

**WHOLESALE SALES APPLICATION**

Contact name	<input type="text"/>
Business name	<input type="text"/>
Your email	<input type="text"/>
Work Phone	<input type="text"/>
Alternate phone	<input type="text"/>
Address	<input type="text"/>
City, State, Zip	<input type="text"/>

**YOUR PRIVACY IS IMPORTANT TO US, WE WILL NEVER RENT, SHARE, OR SELL YOUR INFORMATION TO ANYONE!**

**If you are based in Missouri -  
You must submit a copy of your sales tax letter  
or you will be charged sales tax on your order**

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Customer waives and releases all rights and remedies of customer, and all warranties, obligations, and liabilities of Candles by Wine Light, LLC express or implied arising by law or otherwise with respect to the products and/or services, including but not limited to any implied warranty, claim of infringement, claim in Tort whether or not arising in whole or in part from Candles by Wine Light, LLC's fault, negligence or strict liability, or claim for any indirect, incidental, special or consequential damages, cover of loss of data, profit, revenue or use.

Candles by Wine Light, LLC's limitation of liability (whether in tort, contract, or otherwise and notwithstanding any fault, negligence, or strict liability of Candles by Wine Light, LLC), with regard to the Products and/or Services shall in no event exceed the compensation payable to Candles by Wine Light, LLC for the Product or Service in question. The compensation payable to Candles by Wine Light, LLC under the Agreement has been established in reliance on the provision of this agreement limiting Candles by Wine Light, LLC's liability exposure and allocating certain risks among the parties. Consequently, such provisions shall be construed broadly in favor of Candles by Wine Light, LLC.

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