



Terms & Conditions

TERMS AND CONDITIONS FOR CUSTOMERS OF CBD HEMP EXPERTS

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH CBD HEMP EXPERTS OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services through Jag Alliance, LLC, a Florida limited liability company d/b/a/ CBD Hemp Experts and the domain www.cbdhempexperts.com (collectively, the "**Site**"). These Terms are subject to change by CBD Hemp Experts (referred to as "**us**," "**we**," or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes. "**You**" and "**you**" applies to you individually, together with and not limited to your company or any type of entity, your members, officers, directors, shareholders,

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agents, employees, independent contractors, successors and assigns, as purchasers, distributors, resellers, advertisers, marketers and users of any products or services you purchase from us.

These Terms are an integral part of the our website Terms of Use (<https://cbd hempexperts.com/terms-of-use/>) that apply generally to the use of our Site. You should also carefully review our Privacy Policy (<https://cbd hempexperts.com/privacy-policy/>) before placing an order for products or services through this Site.

2. The cultivation, manufacturing/processing, distribution, advertising/marketing and sale and use of Hemp and Hemp-derivative products (**the “Hemp Industry”**) is a nascent industry and is governed by various federal, state and local laws and regulations which are currently in a constant state of change and evolution. As such laws and regulations are in a state of flux, you as our customer must recognize that your participation in this industry and with our company and its affiliates necessarily imposes your assumption of certain risks, known and unknown, which are outlined in these Terms, by agreeing to these Terms – and your agreement is a condition precedent to our acceptance of any order you place, you represent to us that you have:

- independently researched the issues relating to participation in the hemp and hemp-derivative industry
- are not relying in whole or in part on any verbal or written representation of this Site, our company or its subsidiaries in choosing to participate in the Hemp Industry
- you are knowingly and voluntarily agreeing to each and all of these Terms as set forth herein; and
- have consulted with independent legal counsel or have had a reasonable opportunity to consult with independent legal counsel but have declined to do so.

3. Shipping and Mailing Products. We ship through the United States Postal Service (USPS). In addition to USPS other methods of shipping include UPS, DHL and FedEx (collectively, **“Carriers”**). Due to the potential or actual conflict(s) of federal, state, and local laws and regulations, (collectively **“Laws”**), we cannot and do not warrant or represent to you that any hemp or hemp derivative product (collectively, **“Products”**) will reach the intended destination, regardless of which mailing/shipping service is utilized. Products may be subject to forfeiture, seizure, indefinite hold, unexpected delays, confiscation and other losses to you or impediments to delivery of the Product. We have no control over shipping carrier routes. While a destination for the product may be in a “low risk” city or state, shipments routed through “high-risk” states, cities or municipalities may result in a partial or total loss to you.

4. Credit/Bank Card Processing. You may experience credit card/bank card processing issues regarding the sale of Product due to issues relating to the regulation and enforcement of the Laws. You are strongly encouraged to investigate all payment processing issues prior to the execution of the Agreement. In no event shall processing issues relieve or excuse you from paying all fees, costs,

charges, etc., that we invoice to you.

5. Products Considered as Food or Ingestibles or Cosmetics. Due to issues regarding regulation and enforcement of the Laws, the Food and Drug Administration (“**FDA**”) (and potentially other federal and state agencies) has determined that CBD, and other hemp derivatives, is/are not legal to introduce into food or beverages or cosmetic products or drugs as defined by the FDA and Food and Drug Cosmetic Act (“**FDCA**”) (collectively, “**Food and Cosmetic Products**”). Certain States may have determined that such products are legal. Participation in the Hemp Industry and with respect to Food and Cosmetic Products represents inherent risks that may subject you to legal action and other legal ramifications and consequences, including but not limited to inspections, enforcement, product testing, product recall, fines, penalties, attorneys fees and costs, monetary damages, injunctive remedies, etc.
6. Federal, State and Local Enforcement Agencies. The Hemp Industry, Laws and all Product referenced in these Terms are subject to enforcement by various federal, state and local enforcement agencies which include but are not limited to the FDA, Federal Trade Commission (“**FTC**”) as well as other civil and criminal enforcement agencies. It is your responsibility to be in compliance with the Laws affecting the Hemp Industry and failure to do so may or will result in an enforcement action or other legal consequence identified or referenced herein or which may be related in any way with your participation in the Hemp Industry. We are not responsible for ensuring your compliance with the Laws, even if we assist you in any manner with your participation in the Hemp Industry, including our manufacturing or sale of Products to you.
7. Health Information and Disclaimer. Any statements on this site or any materials, label content, product templates/guidelines or products we distribute or sell have not been evaluated by the Food and Drug Administration (“FDA”). Neither the products nor the ingredients in any of the products available on the site have been approved or endorsed by the FDA or any regulatory agency. The products on the site are not intended to diagnose, treat, cure or prevent any disease. The information on this site or other materials we may provide to you are designed for educational purposes only and are not intended to be a substitute for informed medical advice or care. This information should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. If you are pregnant, nursing, taking medication, or have a medical condition, we suggest consulting with a physician before using any of our products.
8. Your Obligation to Obtain Insurance. You will obtain appropriate insurance for the distribution and sale of all Products purchased from us (all CBD and hemp-derivative products), including but not limited to coverage for advertising, product liability, intellectual property (infringement) and shall name us as an additional insured and provide appropriate certificates of insurance to us upon request.
9. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.
10. Prices and Payment Terms.

- All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your order confirmation email when applicable. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- Terms of payment are within our sole discretion and unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept the following credit cards: VISA, MASTERCARD and AMERICAN EXPRESS, as well as ACH and wire transfers, if approved in writing by us, in advance of your purchase from us, for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order. In the event you enter into a separate contract with us for payment terms which differ from the above, we may charge a late payment penalty of 1.5% per month on undisputed amounts, or the maximum rate permitted by law, whichever is less. Without waiving any of our other rights or remedies, we may refuse additional orders and suspend any services until all overdue amounts are paid in full.

11. Shipments; Delivery; Title and Risk of Loss.

- We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges unless otherwise specified in the order confirmation.
- Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- You understand the packaging and closure of a product may vary slightly if we do not have the ability to successfully secure the same packaging that has been represented in order to ensure we are shipping a product in a timely manner due to supply chain issues that may arise.

12. Returns and Refunds. Except for any products designated on the Site as non-returnable, we will accept a return of unused, unopened products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 10 calendar days of shipment with valid proof of purchase and provided such products are returned in their original condition. To return products, you must e-mail our Returns Department at info@cbd hempexperts.com and insert the words “PRODUCT RETURN” in the subject line. You must obtain a Return Merchandise Authorization (“RMA”) number before shipping your product. No returns of any type will be accepted without an RMA number.

- You are responsible for all shipping and handling charges on returned items unless otherwise specified. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. All returns are subject to a 20% restocking fee.
- Refunds are processed within approximately three to fifteen (3-15) business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE, INCLUDING BUT NOT LIMITED TO CUSTOM, PRIVATE LABELED, WHITE LABELED PRODUCTS AND ANY WHOLESALE BRAND.
- CBD Hemp Experts is not responsible for melting or other damage caused by heat exposure during shipping. Most products are fine and will not melt in transit. However, some types of product such as Gummies can melt in the warm weather. We can't guarantee our heat-sensitive products will arrive in perfect shape – but we will do our best to ensure they do. Here is how you can help: Be present for delivery and have someone available to accept the package so it doesn't sit outside in the heat. If the box feels warm, open it immediately to expose the product to the cooler air. Also, give the product a chance to firm up again before handling further. Please keep in mind, we do not accept returns or provide refunds for a melted product due to warm weather. If you are concerned about the possibilities of receiving a heat-sensitive product, and it being melted, we encourage you to order a different product.

13. Our Representations and Limited Warranties.

- All Products we manufacture and sell contain at or less than 0.3% tetrahydrocannabinol (THC) as defined by the Agriculture Improvement Act of 2018, PL 115-334, December 20, 2018, 132 Stat 4490, commonly known as the 2018 Farm Bill.
- We will supply, upon request, appropriate certificate(s) of analysis (“COA”) to Purchaser upon request within a reasonable time.

- We warrant that we have good and marketable title to the Product and that the Product will materially conform to the specifications set forth in the COA(s), which have been made available to you upon your written request.
- We warrant to you that for a period of 90 days from the date of shipment (“**Warranty Period**”), the products purchased through the Site will materially conform to our published specifications in effect as of the date of manufacture and be free from material defects in material and workmanship.
- We warrant to you that we shall perform the services purchased through the Site using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet our obligations under these Terms.
- **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE SITE, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) THAT THE PRODUCT IS CALIFORNIA PROP 65 COMPLIANT or (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products. Third Party Products are not covered by the warranty in this Section. For the avoidance of doubt, **WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- We shall not be liable for a breach of the warranties set forth in unless: (i) you give written notice of the defective products or services, as the case may be, reasonably described, to us within 10 calendar days of the time when you discover or ought to have discovered the defect; (ii) if applicable, we are given a reasonable opportunity after receiving the notice of breach of the warranty set forth in this Section to examine such products and you (if we so request) return such products to our place of business at your cost for the examination to take place there; and (iii) we reasonably verify your claim that the products or services are defective.
- We shall not be liable for a breach of the warranty set forth in this Section if: (i) you make any further use of such products after you give such notice; (ii) the defect arises because you

further use of such products after you give such notice, (ii) the defect arises because you

failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) you alter or repair such products without our prior written consent.

- Subject to the provisions above, with respect to any such products during the Warranty Period, we shall, in our sole discretion, either: (i) repair or replace such products (or the defective part) or (ii) credit or refund the amounts paid by you for such products provided that, if we so request, you shall, at your expense, return such products to us.
- Subject to the provisions above, with respect to any services subject to a claim under the warranty set forth herein, we shall, in our sole discretion, (i) repair or re-perform the applicable services or (ii) credit or refund the amounts paid by you for such services.
- **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**

14. Limitation of Liability.

- **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- **IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS AND SERVICES SOLD THROUGH THE SITE.**
- The limitation of liability set forth in this Section 13 shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

15. Your Representations to Us. As a condition precedent to ordering Products from us, you make the following additional warranties and representations as set forth in this Section.

- **Product Claims.** The regulation and enforcement of Laws relating to Product and participation in the Hemp Industry is governed by various federal and state regulatory enforcement

agencies. You are responsible to be in compliance with all applicable Laws relating to product claims.

- Non-adulteration and Misbranding of Product. You agree NOT to misbrand or adulterate any Products you purchase from us, within the meaning of the Food Drug and Cosmetic Act (“FDCA”).
- Product Registration. Some states require registration of the Products subject to or referenced by this Acknowledgement. You will determine if any Product requires state registration and further, you agree to register such product as set forth by that state(s) requirements.
- Preservation of COCD and COA documentation. You are responsible for maintaining and to make available for inspection, all appropriate documentation evidencing chain of custody and all COAs for the applicable time period set forth in any applicable Laws.
- It is your sole responsibility to collect preserve and maintain all COC documents as required by federal and state law, for the time periods set forth under such laws, and will make the same available, upon the written request of Supplier, in the timeframe dictated by Supplier under the circumstances for all such requests.
- Compliance with Applicable Laws. You are responsible for compliance with all federal and state law as well as all federal and state regulations relating to the distribution, shipping, mailing, advertising, marketing, sale and use of the Products you purchase from us. This includes but is not limited to Product labeling which is governed by the FDA and FTC as well as other federal and state agencies and various regulations and statutes. We do not guarantee or warrant the content of the product labels, product templates/guides and private label product designs. The content and information for all products purchased is solely Your responsibility. Any label information provided on this site or any materials or products We distribute or sell is for general reference only. You represent to Us that You have obtained all appropriate and necessary legal and professional advice regarding the product label content and proper labeling requirements for your, city, state and all areas of distribution for such product, whether national or international.

16. Intellectual Property Use and Ownership. You acknowledge and agree that:

- All uses on this Site of the terms “sell,” “sale,” “resell,” “resale,” “purchase,” “price,” and the like mean the purchase or sale of a license. Each product and service marketed on this Site is made available solely for license, not sale, to you and other prospective customers under the terms, conditions and restrictions of the license agreement posted with or made available to you through a link accompanying the display or description of that specific product or service.

- You will comply with all terms and conditions of the specific license agreement for any product or service you obtain through this Site, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing, and transfer of those licensed products and services.
- You will not cause, induce or permit others' noncompliance with the terms and conditions of any of these product and service license agreements.
- Unless otherwise agreed in a separate, fully-executed written agreement incorporated by reference to these Terms by you and us, CBD Hemp Experts is and will remain the sole and exclusive owner of all intellectual property rights in and to each product and service made available on this Site and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Site or of any intellectual property rights relating to those products or services.
- Your Submissions. You hereby grant to us and our affiliates a license-free, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, transferable, fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information you communicate to us through this site (together, the "Submission") throughout the world in any media, and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You represent and warrant that you own or control all of the rights to your Submissions. We will not be required to treat any Submission as confidential, and may use any Submission in our business (including, but not limited to, for products or advertising) without incurring any liability for royalties or any other compensation of any kind, and we will not incur any liability as a result of any similarities that may appear in our future operations. We will treat any personal information that you submit through this site in accordance with our Privacy Policy as set forth on this site.

17. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, <https://cbdhempeexperts.com/privacy-policy/>, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

18. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule, whether of the State of which you reside, are domiciled or conduct any form of business or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

19. Waiver of Jury Trials and Binding Arbitration.

- **YOU AND WE AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

- The arbitration will be administered by the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules and Mediation Procedures (“**Commercial Rules**”).

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

20. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 20 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
21. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of CBD Hemp Experts.
22. Waiver of Illegality Defense. Each party hereby acknowledges and agrees that:
- The federal government and each state, including but not limited to the State of Florida have enacted certain legislation regulating the medical or recreational use of cannabis and the use of hemp-derivative products, including but not limited to cannabidiol (“**CBD**”), cannabigerol (“**CBG**”) and cannabinoil (“**CBN**”). We manufacture, distribute and sell hemp-derived products including but not limited to CBD, CBG and CBN.

- The activities contemplated by this Agreement may be illegal under federal and state law unless each party acts in compliance with applicable state and local law. We You are solely responsible for compliance with all state and federal laws, including but not limited to use, possession, transfer, storage, transport, distribution, sale, labeling, marketing and advertising related to any product you purchase from us.
- EACH PARTY AGREES THAT THIS AGREEMENT'S INVALIDITY FOR PUBLIC POLICY REASONS AND/OR ITS VIOLATION OF FEDERAL CANNABIS AND/OR HEMP LAWS IS NOT A VALID DEFENSE TO ANY DISPUTE OR CLAIM ARISING OUT OF THIS AGREEMENT. EACH PARTY EXPRESSLY WAIVES THE RIGHT TO PRESENT ANY DEFENSE RELATED TO THE FEDERAL ILLEGALITY OF CANNABIS AND AGREES THAT SUCH DEFENSE SHALL NOT BE ASSERTED, AND WILL NOT APPLY, IN ANY DISPUTE OR CLAIM ARISING OUT OF THIS AGREEMENT.
- For purposes of this Agreement and these Terms, "**Hemp/Cannabis License**" means any temporary, provisional, or permanent permit, license, or authorization from or registration with any governmental authority that regulates the cultivation, harvesting, production, processing, marketing, distribution, sale, possession, or transfer of hemp, hemp-derived products, cannabis, marijuana, or related substances or products containing cannabis, marijuana, or related substances, whether for medical or recreational use. "**Federal Hemp/Cannabis Law**" means any U.S. federal law, civil, criminal, or otherwise, that is directly or indirectly related to the cultivation, harvesting, production, processing, marketing, distribution, sale, transfer, possession, and use of hemp, hemp-derived products, cannabis, marijuana, or related substances or products containing cannabis, marijuana, or related substances, including without limitation the prohibition on drug trafficking. Applicable laws and regulations include but are not limited to the 2018 Farm Bill, Federal Food Drug and Cosmetic Act ("FDCA"), Controlled Substances Act (21 U.S.C. § 801, et seq.), the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960. "Governmental Authority" means any federal, state, provincial, municipal, local, or foreign government or political subdivision thereof, or any agency, bureau, board, commission, or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

23. Indemnification. Subject to the terms and conditions of these Terms, you (as the "**Indemnifying Party**") shall indemnify, defend and hold us harmless together with our representatives, officers, directors, employees, independent contractors, agents, affiliates, successors and permitted assigns

(collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, “**Losses**”), relating to/arising out or resulting from any Claim of a third party or Party alleging:

- breach or non-fulfillment of any representation, warranty, or covenant under/representation or warranty set forth in these Terms by Indemnifying Party or Indemnifying Party’s Personnel;
- any bodily injury, death of any Person or damage to real or tangible personal property caused by the willful or grossly negligent or negligent acts or omissions of Indemnifying Party or its Personnel; and
- any failure by Indemnifying Party or its Personnel to materially comply with any applicable federal or state laws or regulations.
- any use of the Products in any manner that does not materially conform with any usage instructions/guidelines/specifications provided by us in these Terms or as set forth in our website content.
- your infringement of any intellectual property right of any third party, including but not limited to copyrights, trademarks and patents.
- Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party’s or its Personnel’s gross negligence or more culpable act or omission (including recklessness or willful misconduct).

24. Compliance with Laws; Permits. Each party shall at all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to these Terms and its performance hereunder. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits, including all Cannabis/Hemp licenses, permits and authorizations materially necessary to conduct that portion of its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

25. Force Majeure. We are not liable or responsible to you nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond our reasonable control, including, without limitation:

- (a) acts of God

- (b) flood, fire, earthquake or explosion
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest
- (d) Law
- (e) actions, embargoes or blockades in effect on or after the date of this Agreement
- (f) action by any Governmental Authority
- (g) national or regional emergency
- (h) strikes, labor stoppages, or slowdowns or other industrial disturbances
- (i) raw material and all other supply shortages used in connection with the manufacture and distribution of Products; and
- (j) shortages of adequate power or transportation facilities (each a “Force Majeure Event”).

26. Protection of Confidential Information. From time to time during the Term, either you or us (as “**Disclosing Party**”) may disclose or make available to each other (as the “**Receiving Party**”) information about its business affairs, goods and services, forecasts, confidential information, and materials comprising or relating to Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information; such information, as well as the terms of this Agreement, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” constitutes “Confidential Information” hereunder. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence:

- (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 26 by Receiving Party or any of its Representatives;
- (b) is or becomes available to Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was known by or in the possession of Receiving Party or its Representatives before being disclosed by or on behalf of Disclosing Party;
- (d) was or is independently developed by Receiving Party without reference to or use of, in whole or in part, any of Disclosing Party’s Confidential Information; or

(e) must be disclosed under applicable Law.

(f) Receiving Party shall for 2 years from receipt of such Confidential Information, protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and not disclose any such Confidential Information to any Person, except to Receiving Party's Representatives who must know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

Receiving Party shall be responsible for any breach of this Section 26 caused by any of its Representatives. The provisions of this Section 26 shall survive termination or expiration of this Agreement for any reason for a period of two years after such termination or expiration. On the expiration or earlier termination of this Agreement or at any time during or after the Term, at Disclosing Party's written request, Receiving Party and its Representatives shall return or destroy, as directed in writing by the Disclosing Party, all Confidential Information including copies that it has received under these Terms

In the event of any conflict between the terms and provisions of this Section 19 and any nondisclosure agreement ("NDA") or confidentiality agreement between you and us, the terms and provisions of this Section 26 will prevail, unless otherwise agreed, in writing by you and us.

27. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

28. Notices.

- To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) posting to the Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.
- To Us. To give us notice under these Terms, you must contact us as follows: by personal delivery, overnight courier or registered or certified mail to: 83 KNIGHT BOXX RD, ORANGE PARK, FL 32065. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

29. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement including but not limited to product liability claims of any type, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable (including under Federal Cannabis Laws), the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent compatible with, and possible under, applicable Law.
30. Minimum Advertised Price (MAP) NAYSA™ Branded Products. In order to best support our customers with the resale and distribution of the NAYSA branded products and to help resellers best compete against existing products and ensure proper positioning of the NAYSA brand in the market, we have established a minimum amount the NAYSA branded products can be sold for via any form of online advertising, marketing, selling, etc. Therefore, all NAYSA branded products cannot, at any time, and under no circumstances, be sold for less than 70% of the Manufactured Suggested Retail Price (MSRP) listed for that product. For example, if the MSRP is \$100, the product cannot be sold for less than \$70. This Terms of Service will be strictly enforced. Although resellers remain free to establish their own resale prices, we will, without assuming any liability, not accept any new orders from any reseller immediately following verification that such reseller has advertised, offered, or sold any NAYSA branded product for less than 70% of the Manufactured Suggested Retail Price (MSRP) listed for a product. There are no conditions of acceptance related to this, as it is non-negotiable and will not be altered for any reseller.
31. Retailing NAYSA™ Branded Products. You may not promote, advertise, sell, etc. any NAYSA branded products on any online auctions, such as eBay, Amazon, Craigslist, Alibaba, etc.
32. Entire Agreement. Unless you and us otherwise agree in a separate writing signed by all parties, to vary any provision contained herein, our order confirmation, these Terms and the license agreement relating to any product or service you obtain on or through this Site, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

CBD Hemp Experts is one of the largest wholesale providers of premium Hemp derived CBD products that are uniquely formulated for Health & Wellness, Beauty & Personal Care and Pet Care. We specialize in offering these products via white label, private label and customization for a multitude of consumer products via different applications.

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