

Wholesale Agreement

Color Up, LLC · Wholesale Agreement and Terms of Partnership · Version of October 2026

Checking the "I accept Color Up's Wholesale Account Terms and Conditions" box confirms that you have read and understand our Wholesale Agreement and Terms of Partnership.

1. MSRP and Pricing Restrictions

Products or goods purchased from Color Up shall only be sold at the manufacturer's suggested retail price (MSRP). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 25% below MSRP.

Permission for special sale events beyond the 25% discount by the Wholesale Account must be requested in writing to Color Up.

Written requests for special sales events must be submitted to wholesale@colorupco.com or through the official Wholesale Partner Portal.

2. Web Commerce

No products or goods purchased from or produced by Color Up, LLC shall be resold by or through any third-party online marketplace, online auction, social commerce platform, or live-stream shopping channel (including, but not limited to, eBay, Amazon, Walmart Marketplace, Facebook Marketplace, Instagram Shop, TikTok Shop, Whatnot, Etsy, or similar platforms) without express prior written authorization from Color Up, LLC. Wholesale Accounts are strictly prohibited from utilizing automated repricing software on authorized digital channels. If a Wholesale Account plans to sell products online, the digital storefront must be owned and directly operated by the entity listed on the approved Wholesale Application.

3. Product Images

Color Up, LLC will make available images that you might require for your print and online presence. Should you require any additional images, please contact us.

4. Use of Color Up, LLC Products

Only designated retail Color Up, LLC products may be sold. Back bar products and samples are not labeled for resale and may not be resold. All products and promotional materials are to be used solely by the retailer or the individual named and addressed on the invoice/sales receipt/account. Any production or reproduction of the Color Up, LLC image, including but not limited to packaging, promotional materials, image, concept, logo or name are prohibited unless otherwise approved by Color Up, LLC.

5. Reselling to Wholesale Accounts

Any Wholesale Account who distributes Color Up, LLC 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. Wholesale Pricing

All prices are listed in US dollars. All authorized retailers will receive 50% off the MSRP, plus the cost of shipping. Prices are subject to change without notice.

7. Payment Methods

Orders may be paid via major credit cards, ACH transfer, direct bank wire transfer, or pre-approved Net30 credit terms. Net30 terms require an approved credit application on file with Color Up, LLC. Pre-payment is required for all accounts without active Net30 approval. Payments by paper check are accepted solely for pre-approved Net30 accounts; returned checks incur a \$75 processing fee. Credit card transactions exceeding \$3,000 may incur a 2.5% processing surcharge where permitted by law.

8. Shipping and Handling

Items will not be shipped until full payment is received or a Net30 agreement has been made. No COD orders. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

9. Shipping Errors, Returns, and Warranty

Inspect all shipments immediately upon receipt. Claims for order discrepancies, damage, or shipping errors must be reported to Color Up Customer Service within 5 business days of delivery. All returns require a prior Return Merchandise Authorization (RMA) number issued by Color Up. Unauthorized returns will be refused. Approved returns must be shipped back within 15 days of RMA issuance. Returned items must be unopened, unused, sealed in original packaging, and in saleable condition. Customer ordering errors are subject to a 25% restocking fee plus applicable return shipping costs. Tampered or unsealed items are non-refundable.

Retail products returned due to customer dissatisfaction will be immediately replaced, but product must be 75% full or no refunds will be given. The returned product must be sent back to Color Up, LLC within 30 days of customer receipt with proof of purchase.

Back bar items cannot be returned without a valid reason approved by Color Up, LLC. Expired products will not be accepted for return. Expiration date of a product is to be determined by Color Up, LLC. Return shipping charges may also apply.

We endeavor to protect your reputation, and ours; if you or your customer find an issue related to the condition or function of the product, please contact us and we will work with you to find a resolution.

10. Backorders and Delivery Lead Times

Out of stock goods will be back-ordered and shown on your invoice. Color Up, LLC will ship back-ordered products out as soon as they become available and we will assume responsibility for related shipping costs. If back-ordered goods are in stock at the time of your next order they will be added to your order without duplication. Outstanding back-orders will be shown on each invoice. If you wish to cancel any back-order or not have back-orders listed at all, please inform us.

We strive to keep a small window between the order date and delivery, but please allow 7–14 days from the time of your order for completion of items and shipment. Larger orders may require more time; please contact us for a delivery estimate.

11. Storage Instructions and Quality Control

Store Color Up, LLC products in a climate-controlled environment (60°F–75°F / 15°C–24°C), avoiding direct sunlight, freezing, and extreme heat or humidity. Containers must remain tightly closed when not in use. Color Up skincare products have a shelf life of 9 to 12 months depending on the formulation. Wholesale Accounts must maintain batch/lot number traceability for all received inventory and practice First-In, First-Out (FIFO) stock rotation. In the event of a product advisory or safety recall, accounts must be able to identify product location by lot number within 24 hours of notification.

12. Merchantability and Misrepresentations

Wholesale Account agrees that Color Up, LLC makes no warranty, express or implied, as to the merchantability of Color Up, LLC products. Wholesale Account also agrees that Color Up, LLC is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Color Up, LLC for any legal actions that emanate from such actions. Color Up, LLC makes no medical claims stated or implied with any product related to the efficacy of CBD or any other cannabinoid. No claims should be made by any account or imply any medicinal benefit.

Color Up, LLC reserves the right to modify the terms of this Agreement upon 30 days' written notice. Wholesale product pricing is subject to change with 30 days' advance notice. Either party may terminate this wholesale relationship at any time by providing 30 days' formal written notice delivered via certified mail or via confirmed email to wholesale@colorupco.com. Pending orders submitted prior to the effective termination date remain subject to fulfillment and payment under these terms.

13. Confirmation of Agreement to Policies, Terms & Conditions

I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Color Up, LLC the right to take legal action to enforce these conditions. In the event Color Up, LLC must seek legal action to enforce these conditions or collect a debt, the defendant shall bear legal fees.

I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.

I have reviewed and understand Color Up, LLC policies and procedures for payment and shipping as well as all terms and conditions.

I authorize Color Up, LLC to keep this agreement on file and apply these policies to all future transactions made between Color Up, LLC and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by checking the box that you agree with our terms and conditions.

14. Professional Dispensary Owner Link & Referral Program

Your Professional Dispensary Owner link is your primary trackable storefront link. Add it to your business website, booking platform, link-in-bio page, email signature, social profiles, and approved client follow-up communications.

Use the Product Links tool when recommending a specific Color Up product or home-care routine. These links direct clients to the exact product discussed while preserving referral attribution.

When sharing your storefront, product links, or an assigned promotional code, clearly disclose your relationship with Color Up using the following mandatory disclosure statement:

"I am a Color Up Professional Dispensary Owner and may earn a commission if you purchase through my link or storefront."

Use only the referral links and promotional codes assigned through your account. Professional Dispensary Earnings remain subject to eligible-sale, attribution, return, and payment terms.

If no coupon code appears in your account, continue using your Professional Dispensary link and custom product links. A coupon code is not required for your referrals to be tracked.

Accepted electronically on the Color Up Pro Dispensary platform. Color Up keeps the date and version of each acceptance on file.