



ALO YOGA HQ
6670 FLOTILLA ST | LOS ANGELES | CA | 90040
TEL (855) 793 3100
WWW.ALOYOGA.COM

WHEREAS

ALO, LLC, dba Alo Yoga

AND,

CUSTOMER IS DEFINED AS: AUTHORIZED WHOLESALE, RETAIL AND RE-SELLER CUSTOMERS.

AGREE TO:-

ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) **PRICES:** ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO CUSTOMER. ALL ORDERS WILL BE BILLED AT THE PRICES PREVAILING AT THE TIME THE ORDER IS PLACED. CUSTOMER MUST NOTIFY ALO, LLC, DBA ALO YOGA ("ALO") IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THE SUBJECT INVOICE OF ANY PRICE DISPUTES. IF CUSTOMER FAILS TO NOTIFY ALO WITHIN THAT 30-DAY PERIOD, ANY AND ALL CLAIMS OR CONTROVERSIES BROUGHT BY CUSTOMER AND RELATING TO SUCH PRICE DISPUTE SHALL BE DEEMED WAIVED.
- 2) **ORDERS:** ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY ALO. ALO, IN ITS SOLE DISCRETION, SHALL DETERMINE THE CHANNELS OF DISTRIBUTION OF ITS PRODUCTS. ALO RESERVES ALL OF ITS RIGHTS TO REFUSE TO SUPPLY ALO PRODUCTS TO ANY CUSTOMERS AND ANY LOCATIONS. ANY INTENTION OF THIRD-PARTY SELLING AND ADVERTISING OF ALO PRODUCTS ARE SUBJECT TO PRIOR WRITTEN APPROVAL AND AUTHORIZATION BY ALO. ALO RESERVES ALL RIGHTS TO PROHIBIT ALO PRODUCTS FROM BEING ADVERTISED AND/OR SOLD VIA THE INTERNET INCLUDING WITHOUT LIMITATION ON ANY THIRD-PARTY PLATFORMS USED BY CUSTOMER FOR SALES OF ALO PRODUCTS. ALO MAY IMMEDIATELY TERMINATE THE ACCOUNT OF ANY CUSTOMER OR CUSTOMER INTERNET SITE SELLING ALO PRODUCTS WITHOUT WRITTEN AUTHORIZATION, AND RESERVES ALL RIGHTS AND REMEDIES TO BRING ANY LEGAL OR OTHER ACTION FOR BREACH OF THESE TERMS AND CONDITIONS. ALL SALES OF CLOSE-OUTS, IRREGULARS, SECONDS OR B- GRADE PRODUCTS ARE FINAL AND CANNOT BE RETURNED. ALL BACK ORDERS WILL BE SHIPPED F.O.B. SHIPPING POINT. NO CUSTOMER DEDUCTIONS ARE PERMITTED FOR FREIGHT, PARCEL POST, UPS CHARGES OR LIKE CHARGES.
- 3) **TERMS OF PAYMENT:** PAYMENT FOR ORDERED GOODS IS DUE AND PAYABLE PURSUANT TO THE TIME PERIOD SPECIFIED IN THE APPLICABLE INVOICE AND THESE TERMS AND CONDITIONS. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAYMENTS NOT RECEIVED WITHIN THE NUMBER OF DAYS SPECIFIED ON EACH APPLICABLE INVOICE. CUSTOMER SHALL BE RESPONSIBLE FOR ALL COSTS, EXPENSES, COLLECTIONS AGENCY COMMISSIONS, AND REASONABLE ATTORNEY'S FEES THAT ALO MAY INCUR IN THE COLLECTION OF ANY PAST DUE INVOICES. ALO, IN ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCOUNT AT ANY TIME SHOULD CUSTOMER BREACH ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
- 4) **RESTRICTIONS ON SALES:** CUSTOMER IS PROHIBITED FROM SELLING ALO PRODUCTS OTHER THAN THROUGH AN ALO PRE-APPROVED CHANNEL OF DISTRIBUTION, WITH SUCH PRE-APPROVAL ONLY VALID IF GIVEN TO CUSTOMER IN WRITING BY AN AUTHORIZED ALO OFFICER. WITHOUT LIMITING ANY OTHER RESTRICTIONS ON AUTHORIZED CHANNELS OF DISTRIBUTION CONTAINED HEREIN, CUSTOMER MAY ONLY SELL ALO PRODUCTS IN RETAIL STORES WHOLLY-OWNED BY CUSTOMER AND MAY NOT SELL ANY ALO PRODUCTS TO OTHER RETAILERS, WHOLESALERS OR ANY OTHER RE-SELLERS. IN ADDITION, CUSTOMER IS STRICTLY PROHIBITED FROM SELLING ANY ALO PRODUCTS ON THE INTERNET OR THROUGH THE USE OF ANY ONLINE PLATFORMS SUCH AS, BUT NOT LIMITED TO, CUSTOMER'S OWN INSTAGRAM ACCOUNTS, SHOPPEE.COM, TOKOPEDIA.COM, TAOBAO MARKETPLACE, TMALL.COM, JD.COM, VIPSHOP.COM., SHANGPIN, AMAZON AND JUMEI.COM. CUSTOMER MUST PURCHASE ALL ALO PRODUCTS DIRECTLY FROM ALO.
- 5) **CANCELLATIONS:** ALL REQUESTS TO CANCEL ORDERS MUST BE SUBMITTED IN WRITING TO ALO MANAGEMENT AT LEAST 45 DAYS BEFORE THE START SHIP DATE AND MUST BE APPROVED BY ALO. CANCELLATIONS MAY AFFECT VOLUME DISCOUNTS AND MAY BE SUBJECT TO PROCESSING FEES. SPECIAL OR CUSTOM ORDERS OR SPECIAL MAKE UP (COLLECTIVELY, "SMU") PRODUCT ORDERS MAY NOT BE CANCELLED. ALO WILL NOT ACCEPT RETURNS FOR ANY UNAPPROVED CANCELLATIONS.
- 6) **NO TRANSSHIPPING:** ANY UNAUTHORIZED TRANSSHIPPING OR ANY OTHER RESALE OF ANY ALO PRODUCTS TO ANY PERSON OR ENTITY (INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY INTERNET PLATFORM OWNER OR OPERATOR) OTHER THAN THE END-USER CONSUMER IS STRICTLY PROHIBITED, MAY RESULT IN THE CANCELLATION OF EXISTING ORDERS, THE TERMINATION OF CUSTOMER'S BUSINESS RELATIONSHIP WITH ALO, AND/OR LEGAL ACTION FOR, INCLUDING BUT NOT LIMITED TO, BREACH OF THESE TERMS AND CONDITIONS. FOR ANY BREACH BY CUSTOMER OF ANY OF THE RESTRICTIONS ON DISTRIBUTION OR SALE OF ALO PRODUCTS HEREUNDER, CUSTOMER ACKNOWLEDGES THAT DAMAGES MAY BE INADEQUATE COMPENSATION FOR SUCH BREACH AND THAT, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO ALO FOR SUCH BREACH, ALO SHALL BE ENTITLED TO SEEK EQUITABLE RELIEF AND MAY SEEK TO RESTRAIN, BY AN INJUNCTION OR SIMILAR REMEDY, ANY SUCH BREACH OR THREATENED BREACH WITHOUT BEING REQUIRED TO POST A BOND OR ANY SIMILAR UNDERTAKING.
- 7) **CLAIMS:** CUSTOMER MUST REPORT ALL SHORTAGES, OVERAGES OR DAMAGES BY THE CARRIER TO THE ALO CUSTOMER SERVICE DEPARTMENT WITHIN 5 BUSINESS DAYS OF RECEIPT. TO REPORT SHORTAGES, OVERAGES OR DAMAGES, CUSTOMER MUST PROVIDE ALO WITH AN INVOICE NUMBER OR ORDER NUMBER, AS WELL AS A LIST OF ALO PRODUCTS AT ISSUE, ITEMIZED BY PRODUCT CODE, SIZE AND QUANTITY.
- 8) **RETURN POLICY:** ALL RETURNS ARE SUBJECT TO RE-STOCKING CHARGES OF NOT LESS THAN 20%, MUST BE REQUESTED WITHIN 30 DAYS OF RECEIPT OF THE SUBJECT PRODUCT AND MUST BE PRE-APPROVED IN WRITING BY ALO MANAGEMENT. IF WRITTEN



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APPROVAL IS OBTAINED, CUSTOMER MUST NOTIFY THE ALO CUSTOMER SERVICE DEPARTMENT OF ITS INTENT TO RETURN AUTHORIZED ALO PRODUCTS. ALL RETURN REQUESTS MUST BE ACCOMPANIED BY AN ORDER NUMBER OR INVOICE NUMBER, THE RETURN AUTHORIZATION NUMBER (RA #) AND LABEL, BOTH OF WHICH MUST BE ATTACHED TO THE CARTON CONTAINING THE RETURNED ALO PRODUCTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL SHIPPING AND HANDLING CHARGES INCURRED TO RETURN ANY ALO PRODUCTS. ALL ALO PRODUCTS MUST BE RETURNED IN THE SAME CONDITION IN WHICH RECEIVED. UPON RECEIPT, INSPECTION AND ACCEPTANCE OF ANY RETURNED ALO PRODUCTS, A CREDIT WILL BE ISSUED IN THE AMOUNT EQUAL TO THE INVOICE PRICE OF SUCH RETURNED ALO PRODUCTS, LESS ANY APPLICABLE DISCOUNTS AND RE-STOCKING CHARGES. IF NO INVOICE NUMBER IS PROVIDED, ALO WILL ISSUE CUSTOMER A CREDIT BASED ON THE THEN CURRENT ALO PRODUCT PRICING. NO RETURNS OF SMU ALO PRODUCT WILL BE APPROVED BY ALO.

- 9) **DEFECTIVE MERCHANDISE:** ALL DEFECTIVE ALO PRODUCTS MUST BE REPORTED TO THE ALO CUSTOMER SERVICE DEPARTMENT WITHIN 30 DAYS OF RECEIPT. DEFECTIVE ALO PRODUCT REFUNDS WILL BE HANDLED ON A CASE-BY- CASE BASIS, AT ALO'S SOLE DISCRETION.
- 10) **PRODUCT WARRANTY:** ALO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11) **LIMITATION OF LIABILITY:** IN NO EVENT SHALL ALO BE LIABLE TO CUSTOMER OR THIRD PARTIES FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN CONTRACT (INCLUDING BREACH OF WARRANTY) IN TORT (INCLUDING STRICT LIABILITY NEGLIGENCE) OR OTHERWISE, EVEN IF ALO HAS BEEN NOTIFIED OR OTHERWISE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 12) **FAIR LABOR STANDARDS ACT:** ALO HEREBY CERTIFIES THAT THE ALO PRODUCTS COVERED BY ANY ALO INVOICE WAS MANUFACTURED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.
- 13) **FORCE MAJEURE:** ALO SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERY OR IN ITS PERFORMANCE UNDER THESE TERMS AND CONDITIONS OR OTHERWISE DUE TO ANY CAUSE BEYOND ALO'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF WAR OR CIVIL INSURRECTION, NATIONAL EMERGENCIES, ACTS OF GOD, FIRE, EXPLOSION, STORM, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, INDUSTRY-WIDE STRIKES, LOCKOUTS, LABOR DIFFICULTIES, SUPPLIER FAILURES, UNAVAILABILITY OR SHORTAGES OF MATERIALS, OR GOVERNMENTAL ACTS (COLLECTIVELY, "FORCE MAJEURE"). WHERE ANY ALO PRODUCT SCHEDULED FOR DELIVERY BECOMES UNAVAILABLE AS A RESULT OF A FORCE MAJEURE EVENT, ALO MAY, AT ITS SOLE DISCRETION, SUBSTITUTE SUCH PRODUCT WITH A COMPARABLE ALO PRODUCT.
- 14) **GOVERNING LAW; VENUE:** THESE TERMS AND CONDITIONS SHALL BE DEEMED TO HAVE BEEN ENTERED INTO IN THE STATE OF CALIFORNIA AND SHALL IN ALL RESPECTS BE INTERPRETED, ENFORCED AND GOVERNED UNDER THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD APPLY ANY OTHER STATE LAW. CUSTOMER HEREBY AGREES AND IRREVOCABLY CONSENTS TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF CALIFORNIA AND OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF CALIFORNIA, FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS. EACH PARTY HEREBY WAIVES THEIR RIGHT TO A JURY TRIAL IN ANY SUCH CONTROVERSY. ANY ACTION BY CUSTOMER FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE YEAR FROM THE ALO PRODUCT SHIP DATE.
- 15) **GENERAL:** ALL PURCHASES AND SALES OF ALO PRODUCTS TO CUSTOMER SHALL BE MADE SOLELY ON THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL BE APPLICABLE IN FULL TO ALL SUCH PURCHASES AND SALES. ALL TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR SIMILAR ORDER FORM FROM CUSTOMER ARE HEREBY REJECTED BY ALO IN ALL RESPECTS. ANY MODIFICATION, SUPPLEMENT, OR AMENDMENT OF THESE TERMS AND CONDITIONS SHALL BE MADE IN WRITING SIGNED BY AN ALO OFFICER ONLY. ANY TERM OR PROVISION OF THESE TERMS AND CONDITIONS THAT IS INVALID OR UNENFORCEABLE IN ANY SITUATION SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING TERMS AND CONDITIONS OR THE VALIDITY OR ENFORCEABILITY OF THE OFFENDING TERM OR CONDITION IN ANY OTHER SITUATION. ACCEPTANCE OF THESE TERMS AND CONDITIONS SHALL BE CONFIRMED BY ELECTRONIC SIGNATURE COPY BY PDF, JPEG FILE OR COMPARABLE FORMAT OR BY FACSIMILE, AND ANY SUCH ELECTRONIC SIGNATURE COPY SHALL CONSTITUTE AN ORIGINAL FOR ALL PURPOSES. THESE TERMS AND CONDITIONS AND ALO'S INVOICE CONTAIN THE ENTIRE AGREEMENT BETWEEN ALO AND CUSTOMER, AND SUPERSEDE ALL PREVIOUS CONTRACTS OR AGREEMENTS BETWEEN ALO AND CUSTOMER. CUSTOMER AGREES THAT ALO IS NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED ABOVE.

THE UNDERSIGNED, HEREBY AGREES TO THE ABOVE TERMS AND CONDITIONS IN ALL RESPECTS (AND, IF THE UNDERSIGNED IS A CORPORATION, LIMITED LIABILITY COMPANY OR ANY OTHER ENTITY, REPRESENTS THAT THE INDIVIDUAL SIGNING ON BEHALF OF UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF THE UNDERSIGNED TO SIGN ON BEHALF AND TO LEGALLY BIND SUCH ENTITY TO THE ABOVE TERMS AND CONDITIONS).

Signature

Title

Print Name

Date