Retail Sales Agreement

This Retail Sales Agreement (the “Agreement”), effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is between TN Scientific, a Tennessee limited liability company (“TN Scientific”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Retailer”); each to be referred to individually as a “Party” and collectively as the “Parties”.

**WHEREAS,** TN Scientific is an online provider of chemical testing equipment and reagents for use in laboratory and research settings; and

**WHEREAS**, TN Scientific desires to expand into a retail setting whereby products are sold directly to the end user outside of TN Scientific’s website; and

**WHEREAS**, Retailer is a validly existing retail business with retail sales experience and retail space who desires to resell TN Scientific’s products to Retailer’s Retailer base;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Pricing**
	1. TN Scientific will sell to Retailer a list of products at set wholesale prices which will be shown on Schedule 1 and attached hereto. This schedule may be amended from time to time by executing a signed writing evidencing the changes and attaching the amendment to this Agreement.
	2. Retailer agrees to accept all liability for the sale of the product or products to the end user. TN Scientific will only be liable to Retailer for the sale of products to the Retailer. Retailer agrees to fully indemnify and hold TN Scientific harmless in the event of any suit of an kind brought against, or involving in any way, TN Scientific as it relates to the products sold to Retailer by TN Scientific. TN Scientific’s liability be limited only to those amounts conveyed from Retailer to TN Scientific in the preceding twelve (12) months.
2. **General Terms**

Retailer agrees to display information reflecting the following requirements at their retail locations as approved by TN Scientific. Failure to display this information in a manner approved by TN Scientific may result in TN Scientific terminating this Agreement.

The chemicals/materials for sale are intended for laboratory and research use only, unless otherwise explicitly stated. Retailer agrees to make Retailer’s customers aware the Products are not intended for human ingestion or for use in products that may be ingested. Retailer agrees to only sell the Products to individuals who are at least eighteen (18) years of age. By placing orders with TN Scientific it is understood by the Retailer and Retailer’s customers that under no circumstances should any of these chemicals and/or materials be used in a manner inconsistent with standard laboratory and research industry practices.

The sale of these Products does not constitute a license to or a recommendation for its use in infringement of any patent whatsoever. It is understood that all the products purchased here will be handled only by qualified and trained individuals for research or scientific purposes only. Retailer agrees to ensure that in purchasing these products the Retailer’s customers acknowledge that there are hazards associated with their handling and use and they represent and warrant that they have the requisite knowledge to handle the materials safely in accordance with industry standards.

TN Scientific reserves the right to limit sales of products, or to not sell products, to individuals or entities that TN Scientific, in their sole discretion, feel may not be qualified to safely handle the Products. In no event shall TN Scientific or any of its affiliates be liable for special, incidental, or consequential damages, whether Retailer’s claim is based in contract, negligence, strict liability, or any other cause of action. In consideration of the sale of the product to the Retailer, the Retailer agrees to indemnify and hold TN Scientific harmless from all claims, expenses, losses, and liability of any nature whatsoever arising out of Retailer’s handling and/or use of any product sold here, whether used alone or in combination with any other substance no matter the source of the product.

Retailer expressly represents and warrants to TN Scientific that Retailer will display language requiring Retailer’s customers to properly use any products purchased and/or materials produced with products purchased from TN Scientific in accordance with standard industry practices and in strict compliance with all applicable state and federal laws and regulations, now existing and/or hereinafter enacted. Retailer further warrants to TN Scientific that Retailer will display language requiring Retailer’s customers to agree that any material produced with Products shall not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act and shall not be materials which may not otherwise be introduced into interstate commerce. Retailer realizes that TN Scientific’s products are, unless otherwise stated, intended primarily for research purposes only, the products may not be on the Toxic Substances Control Act (TSCA) inventory. Retailer assumes responsibility to ensure that the products purchased from TN Scientific are approved for use under TSCA, if applicable, before the sale of any Products to Retailer’s customers.

Retailer will require Retailer’s customer to acknowledge that they have the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Retailer. Retailer also has the duty to warn Retailer’s employees and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. Retailer agrees to comply with instructions, if any, furnished by TN Scientific relating to the use of the products and not misuse of the products in any manner; provided, however, that TN Scientific’s lack of providing any instructions does not relieve the Retailer of any duties and obligations related to the products and their handling in this section.

If the products purchased from TN Scientific are repackaged, relabeled, or used as starting material or components of other products, Retailer will verify TN Scientific’s assay of the products. No products here are to be used for recreational purposes nor human consumption.
All Retailer’s customers are assumed and expected to be qualified researchers.

TN Scientific’s Products are not intended to cure, treat, or diagnose, any medical issue; they have not been reviewed by the FDA for clinical use including but not limited to use in analyzing serum, urine, or gastric contents as well as the diagnosis and treatment of drug use or overdose of any kind.

1. **Cancellation/Refund Policy**

Due to the nature of the products, returns are not accepted. If Retailer’s package is misdelivered and lost due to incorrect required information address, email, and phone number Retailer is not entitled to a refund. TN Scientific offers refunds or replacements if the misdelivery is due to TN Scientific’s fault.

1. **Mediation**

By entering into this Agreement, the Parties agree that any issues related to or arising from this Agreement or the Products listed herein in any way will first be subject to mediation solely in Knoxville, Tennessee. Any agreement reached between the Parties during mediation will be memorialized in a written settlement agreement subject to the terms listed therein. In the event the Parties are unable to reach an agreement in mediation then each Party will have the ability to bring any legal claim or other cause of action solely in the state and federal courts of Knoxville, Tennessee.

1. **Liability Disclaimer**

TN SCIENTIFIC LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, PRODUCTS, MATERIALS, SERVICES, AND RELATED GRAPHICS IN RELATION TO THE PRODUCTS FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, PRODUCTS, MATERIALS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TN SCIENTIFIC LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONDITIONS WITH REGARD TO THIS INFORMATION, PRODUCTS, MATERIALS, SERVICES, AND RELATED GRAPHICS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TN SCIENTIFIC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY DAMAGES OF ANY KIND WHATSOEVER IN EXCESS OF THE AMOUNT PAID TO TN SCIENTIFIC BY THE PARTY BRINGING SUCH CLAIM FOR DAMAGES, NO MATTER THE LEGAL CAUSE OF ACTION.

1. **Notice**

For TN Scientific LLC: For Retailer:

TN Scientific, LLC

6335 Altacrest Lane

Knoxville, Tennessee 37931

TNScientificTeam@gmail.com

865.243.6011

1. **Termination; Governing Law; Venue**

Either Party may terminate this Agreement at any time for any reason at all with thirty (30) days’ written notice to the other, email to suffice. In the event of termination the obligations found in Sections 1(b), 4, and 5 will survive termination.

1. **Governing Law; Venue**

The laws of the State of Tennessee will govern this Agreement without regard to conflicts of law. The Parties agree that any dispute arising from this Agreement will be heard exclusively in the state and federal courts located in Knox County, Knoxville, Tennessee.

1. **No Agency**

The Parties agree that no joint venture, partnership, employment, or agency relationship exists between Retailer and TN Scientific as a result of this Agreement.

1. **Severability**

If any part of these terms are determined to be invalid or unenforceable by a court of proper jurisdiction and in accordance to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

1. **Amendment; Merger**

This Agreement may only be amended in writing, signed by both Parties, and attached hereto. This Agreement represents the final understanding of the Parties and supersedes all other agreements, whether written or oral.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date listed in the preamble.

For TN Scientific LLC: For Retailer:

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Martel Storm Signature

Chief Executive Officer

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

Schedule 1

Itemized list with pricing