

## **Rights and responsibilities for wholesale buyers**

All prices for wholesale purchases are posted online at

<http://www.gutshuwu.com/Wholesale.html>

Retail sellers are required to follow all Local, State and Federal laws with regards to operating a business and keeping in good standing with local, state and federal ordinances.

Retail sellers are responsible for their own business and all that is involved with the operation of their business.

Retail sellers have rights to use the company name Gut' Shu wu Inc., gutshuwu.com and product names for the purpose of advertising.

Retail sellers may sell said products online or at any commercial or home base business that is in good standing with local, state and federal ordinances.

Retail sellers will be assigned areas, cities or states in which they will be solely responsible for the sales in that area, city or state. Gut' Shu wu Inc. will refer all phone orders to the corresponding retailer for that area, city or state.

Orders made by customers online will be honored, however we will request that they make their next order with the respective retailer. (There may be exceptions to this if the customer is a personal friend or family member of Harlena Warford)

Retail seller's information for each area, city or state will be posted on our website (gutshuwu.com) in order to help direct customers to the corresponding retailer.

Retail sellers are required to include the following on all labels -

Original product name:

Skookem Ointment, Kooshda a naw'x (Landotter medicine), Devils Club Ointment,

Original company name:

gutshuwu.com

Medical disclaimer:

***The items sold by Gut' Shu wu Inc. are not for treating illness or disease of any kind.***

***The F.D.A. has not evaluated these statements or products.***

***Test for allergic reaction before use.***

Retail seller may include their phone number on labels and contact information on brochures.

All Payments are due before shipment. Payment shall be made to Gut' Shu wu Inc.

Gut' Shu wu Inc. currently accepts VISA, MasterCard by phone at 907-945-3553

Gut' Shu wu Inc. will arrange payment for shipping with the carrier (USPS), but such costs are the responsibility of Buyer. Risk of loss is upon Buyer once Gut' Shu wu Inc. delivers the Product to the carrier. All orders will be insured by carrier (USPS). Delivery times are estimates only Gut' Shu wu Inc. shall not be liable for delays. Gut' Shu wu Inc. shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.

The Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods. If the Buyer, in good faith, determines that all or a portion of the Goods are nonconforming, the Buyer may return the Goods to Gut' Shu wu Inc. at the Buyer's expense. The Buyer must provide written notice to Gut' Shu wu Inc. of the reason for rejecting the Goods. Gut' Shu wu Inc. will remedy such defects.

**LIMITATION OF LIABILITY.** In all circumstances Gut' Shu wu Inc. maximum liability is limited to the purchase price of the products sold. Gut' Shu wu Inc. shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Gut' Shu wu Inc. be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Gut' Shu wu Inc., including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Gut' Shu wu Inc. shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Gut' Shu wu Inc. is apprised of the possibility of such claims or damages.

All products are produced by Gut' Shu wu Inc. as orders are received. Orders over 300 ounces require an additional 3 weeks for shipment. All sales are final. No buy backs or returns.

The base for our ointments is Shea Butter. Shea Butter consistency may change with each batch. Thus one batch may be creamy smooth and the next may have a grainy texture.

Temperatures affect our ointments in that during the winter the ointments harden and in the warmer season they may soften or even liquefy. When customers express their concerns over these issues inform them that the ointments can be softened up by keeping it in a warm area or visa versa. Our ointments are made the same way with the same ingredients by strict standards.

Retailers under no circumstance are to adulterate, add to or change the ingredients of the ointments produced by Gut' Shu wu Inc.

Only Gut' Shu wu Inc. is authorized to assign authorized retailers.