

Buon Vino
Authorized Resale Policy

Buon Vino Manufacturing (“Buon Vino”) hereby adopts this Resale Policy (this “Policy”) and requires that each person, firm or entity (as applicable, a “Reseller”) that purchases Buon Vino’s products (the “Products”) for resale or other distribution agree to comply with this Policy.

Any Reseller that fails to comply with this Policy will be deemed an unauthorized reseller of the Products, and as such, shall have no right to: (i) sell the Products, (ii) use Buon Vino’s intellectual property, including any of its trademarks or copyrights, or (iii) offer Buon Vino’s consumer warranty applicable to any of the Products.

1. Sales to End Users Only. Unless otherwise agreed to by Buon Vino in writing, Reseller may only purchase Products for resale to consumers and end user customers, and Reseller may not resell Products to other Resellers, distributors or for further distribution in any manner.

2. Purchase from Approved Sources. Reseller may only purchase the Products from approved sources such as Buon Vino or one of its authorized distributors. Reseller shall not purchase the Products from any seller that is selling in violation of this Policy.

3. No Sales on Online Marketplaces. Unless otherwise agreed to by Buon Vino in writing, Reseller may not advertise or sell the Products online on any e-commerce platform, specifically including, but not limited to, Amazon, eBay and Walmart. Reseller may sell Products on its own website or in brick-and-mortar stores.

4. Handling and Storage. Reseller agrees to handle and store the Products in a safe manner and in compliance with Buon Vino’s storage and handling guidelines. Reseller will ensure that any Products it purchases are stored in secure, dry, climate-controlled warehouses or storage facilities.

5. Customer Service. Reseller shall maintain customer service phone and email response functions as required to handle complaints, returns and other customer service functions.

6. Recall and Consumer Safety. To ensure the safety and well-being of the end users of the Products, Reseller agrees to cooperate with Buon Vino with respect to any Product recall or other consumer safety information dissemination efforts.

7. Support of Manufacturer’s Warranty. Resellers in compliance with this Policy may offer Buon Vino’s consumer warranty to any proper purchaser of the Products. Failure to comply with this Policy will result in the total forfeiture of Reseller’s right to offer Buon Vino’s consumer warranty, and any warranty extended while in violation of this Policy shall be null and void.

8. Trademarks; Copyrights. Resellers that comply with this Policy have a limited, non-exclusive, non-sublicensable, revocable license to use Buon Vino’s trademarks and copyrights in connection with the sale of the Products. Reseller shall not alter, modify, or change any trademark or copyright, nor shall Reseller use any trademark or copyright other than for the promotion and sale of the Products, nor shall Reseller use any trademark or copyright in any manner that negatively impacts such trademark or copyright or Buon Vino. Failure to comply with the Policy will result in the automatic revocation of the license granted herein and a total forfeiture of the rights granted herein. Buon Vino reserves the right to revoke this license at any time for any or no reason.

9. Product Packaging and Display. Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Tampering with, defacing, covering, or otherwise altering any serial number, UPC code, batch or lot code, SKU or other identifying information on Products or their packaging is prohibited. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products.

10. Other Information, Documents and Reports. Reseller must provide Buon Vino with any supplemental information, documents and reports that Buon Vino may request in order to validate Reseller’s compliance with this Policy.

**RESELLERS THAT FAIL TO COMPLY WITH THE FOREGOING TERMS FORFEIT THE RIGHT TO
SELL THE PRODUCTS.**