

Mobaligh LLC, dba S&O Wholesale Co.

Terms & Conditions

Please read, acknowledge, and sign these Terms & Conditions (“**Terms**”) for Mobaligh LLC, dba S&O Wholesale Company, hereby referred to as “**Company**,” “**We**,” “**Us**,” or “**S&O**”. The Terms included below are a legally binding contract between you (“**You**”, “**Your**”, “**the Customer**”) and Company regarding Your use of Company’s services (“**Service**”).

- _____ **1. Service Overview.** We provide tobacco and general merchandise needs to independent grocers, service stations, and chain markets in Nevada.

- _____ **2. Eligibility.** You must be at least 21 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 21 years old; (b) you have not previously been suspended or removed from the Service; and (c) Your registration and Your use of the Service is in compliance with any and all applicable laws and regulations. This includes a **valid Business License and Tobacco Resale License in the State of Nevada**. If you are an entity, organization, or company, the individual accepting these Terms on Your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

- _____ **3. Accounts and Registration.** To access certain features of the Service, you must register for an account (“**Account**”). When you register for an Account, You will be required to provide us with some information about Yourself, including Your name, business name, address, email address, billing information or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up to date **at all times**. You accept responsibility for all activities that occur under Your Account. If you believe that Your Account is no longer secure, then you must immediately notify us by contacting customer service at billing@sandowholesale.com.

- _____ **4. License Renewal.** We understand and acknowledge that it is Your responsibility to ensure that all necessary licenses, including but not limited to the Nevada’s E-Cigarette Retailer Permit and the Nevada’s Cigarette and/or Cigars and Tobacco Products Taxes Permit, are renewed. License renewal is a crucial requirement to comply with relevant laws and regulations and maintain eligibility to conduct business with S&O. Failure to renew these licenses may result in the suspension or termination of Your account. S&O will provide notice and reminders regarding license renewal deadlines as a courtesy, but it remains Your sole responsibility to initiate and complete the renewal process within the required timeframe. S&O reserves the right to request updated copies of the renewed licenses to ensure compliance. It is essential that the Customer promptly provide S&O with the renewed licenses upon receipt. S&O will keep the renewed licenses on file for the duration of our business relationship. Failure to renew licenses may result in legal consequences and jeopardize Your account with S&O. You are responsible for any fees or penalties associated with license renewal and will bear any costs related to non-compliance. Should any changes occur to the licensing requirements or procedures, S&O will make reasonable efforts to communicate such updates, but it remains Your responsibility to stay informed and adhere to the prevailing licensing requirements. You are encouraged to seek professional advice or consult with appropriate authorities to ensure compliance with all licensing obligations. S&O shall not be held liable for any losses, damages, or liabilities arising from Your failure to renew the required licenses or comply with applicable licensing regulations.

- _____ **5. General Payment Terms.** Before you pay any fees for items you would like to purchase (“**Products**”), you will have an opportunity to review and accept the fees that you will be charged.
 - **Price.** All Customers will be assigned a price category depending on the expected order value and frequency of orders. Company will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Company may change the fees for any Product at any time. Company, at its sole discretion, may make promotional offers with different features and different pricing to any of Company’s customers. These promotional offers, unless made to you, will not apply to Your offer or these Terms.

5.1. Shipping Charges.

5.1.1. Local Deliveries (within 50-mile radius): A flat shipping fee of \$3 will be applied to all local orders.

5.1.2. Orders Containing Tobacco Products: Any order that includes cigarettes, disposables, or other tobacco products will incur a shipping charge of \$9.99, regardless of the delivery location within the 50-mile radius.

5.2. Delivery. All customer orders must have a **minimum value of \$500**, excluding Cigarettes and Tobacco product categories. Failure to meet the minimum order requirement may result in additional fees or the inability to process the order. Orders that do not meet the minimum purchase amount may be picked up from the warehouse directly by the

customer. S&O reserves the right to modify the minimum order requirement, with reasonable notice provided to customers. Any changes to the minimum order requirement will not affect orders already placed or in progress. It is the responsibility of the customer to adhere to the minimum order requirements and plan their purchases accordingly to ensure timely and satisfactory fulfillment of their orders. S&O may, at its discretion, waive the minimum order requirement on a case-by-case basis, subject to mutual agreement between S&O and the customer. Such waivers shall not create a precedent or obligation for future transactions. Customers are encouraged to consult with their designated S&O sales representative for any inquiries or clarifications regarding the minimum order requirements.

Company will attempt in good faith to deliver Your items in accordance with Your order, but Company will not be responsible or liable for any delays or failure in such delivery. Company expressly reserves the right to effect delivery of any order in any number of separate shipments, and the modes of transport and carriers will be decided at Company's discretion. Your order will be delivered to the delivery address you specify when placing Your order. If Your delivery address is geographically remote or otherwise difficult to deliver to, it is possible that we may not be able to deliver there. Company will not be responsible or liable for any delay or failure to deliver due to any cause which is unavoidable or beyond Company's reasonable control. In such cases, Company will have the right, at its option, without penalty or any liability for breach, to terminate all or any part of any order or to reschedule delivery within a reasonable time.

5.3. Authorization. You authorize Company to charge all sums for the orders that you make, including all applicable taxes, to the payment method specified in Your account. If you pay any fees with a credit card, Company may seek pre-authorization of Your credit card account prior to Your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover Your purchase. If Your order is placed on hold, we will reach out to you to ensure that the delays are minimal.

5.4. Payment Terms. All fees for purchases of Products are due at the time of delivery. Account terms are available and determined at the sole discretion of the Company at the time of Account registration. Available payment terms include Cash On Delivery (“**COD**”), Net 10, and Net 14. You **MUST** provide the Company with ACH payment information to qualify for “Net” terms. The Company reserves the right to change payment terms in the event of account delinquency, including setting Your payment terms to COD or placing Your account on hold.

5.5. Delinquent Accounts. Company may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for Products, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees, according to the following schedule:

5.5.1. First Delinquency. Your Account is placed on hold until the delinquency is resolved.

5.5.2. Second Delinquency. A 1% surcharge is added to Your Account and Your Account is placed on hold until the delinquency is resolved

5.5.3. Third Delinquency. A 1% surcharge is added to Your Account, Your Account is placed on hold until the delinquency is resolved, and Your payment terms become COD until a pattern of payment is established. The Company reserves the right to determine if an acceptable pattern of payment is established.

6. Refunds and Exchanges.

6.1. We do not accept returns or exchanges on Cigarettes.

6.2. We do not accept returns or exchanges on tobacco products after 7 days from the invoice date.

6.3. All DISPOSABLE SALES are Final.

6.4. We accept returns and exchanges for 30 days from the date of purchase for all other items. All refunds and any Exchanges with open balances will be provided as a credit to Your account. Credits will be immediately applied to the oldest open invoice on Your account. If there are no open invoices on Your account, the credit will be applied to Your next purchase.

6.5. ALL exchanged or returned items must be in sellable condition or must be defective. We will not accept damaged product for returns and exchanges.

- 6.6. A 15% restocking fee for all approved returns will be applied and included in the net return.
- 6.7. A \$35 Non-Sufficient Funds (“NSF”) fee for returned checks. This fee is due immediately upon assessment.
- 6.8. From time to time, the Company may introduce new products to the market on a special-case basis, as authorized by the manufacturers. In certain instances, these products may be made available to You for sale on consignment for a set period, as mutually agreed upon. Please note that consignment arrangements are exempt from the standard return policy. A separate, specific agreement will be negotiated and executed between the and You for any consignment transactions. This agreement will outline the terms and conditions related to consignment sales, including product handling, duration, and return/exchange provisions.

_____ 7. **Modification of These Terms.** We reserve the right to change these Terms on a going-forward basis at any time upon 7 days’ notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies Your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon Your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 6, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

_____ 8. **Indemnity.** To the fullest extent permitted by law, you are responsible for Your use of the Service and Products, and you will defend and indemnify Company and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**Company Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) Your unauthorized use of, or misuse of, the Service; (b) Your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) Your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting Your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

_____ 9. **Disclaimers; No Warranties.** The Customer acknowledges and agrees that S&O makes no representations or warranties, whether express or implied, other than those expressly stated in these terms and conditions. You are required to understand that any descriptions, specifications, or information provided by S&O regarding the Goods or any other aspect of the business relationship are for general informational purposes only and do not constitute a representation or warranty unless specifically stated in writing by S&O.

By signing the terms and conditions, the Customer acknowledges and agrees that S&O does not make any warranties regarding the merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights with respect to the Goods. I understand that any usage of the Goods is at Your own risk and You are solely responsible for determining their suitability for your intended purposes.

Customer must agree that any statements, recommendations, or advice provided by S&O or its representatives do not constitute warranties or guarantees, and You acknowledge that You have not relied on any such statements, recommendations, or advice in entering into this business relationship or making any purchasing decisions.

_____ 10. **Limitation of Liability.** To the fullest extent permitted by law, in no event will the Company entities be liable to You for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to Your access to or use of, or Your inability to access or use, the service or any materials or content on the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not any Company entity has been informed of the possibility of damage.

Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms. This allocation is an essential element of the basis of the bargain between the parties. each of these provisions is severable and independent of all other provisions of these terms. the limitations in this section 9 will apply even if any limited remedy fails of its essential purpose.

_____ 11. **Miscellaneous**

- 11.1. General Terms.** These Terms and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Company regarding Your use of the Service and purchase of Products. You may not assign or transfer these Terms or Your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 11.2. Governing Law.** These Terms are governed by the laws of the State of Nevada without regard to conflict of law principles. You and Company submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Washoe County, Nevada for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Nevada, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- 11.3. Additional Terms.** Your use of the Service and Products is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 11.4. Electronic Communications.** You agree that communications and transactions between us may be conducted electronically.
- 11.5. Contact Information.** The Service is offered by Mobaligh LLC located at 3445 Airway Dr, Reno, NV 89511. You may contact us by emailing us at sales@sandowholesale.com.
- 11.6. No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.