



Wholesale Account Vendor Agreement

Effective Date 9.01.23

Welcome to Bronwen Jewelry Wholesale! We are looking forward to building a successful and mutually profitable relationship with your company. In order to reach that goal together, we have drawn up this agreement to communicate the expectations that we have for our wholesale account vendors. Bronwen Jewelry requires that all vendors comply with the specific policies listed below. We reserve the right to terminate our wholesale agreement at any point we deem appropriate.

Wholesale Ordering - All vendors must be approved by Bronwen Jewelry before ordering. Once a wholesale account application has been approved, we will send a link to create a wholesale account login on our B2B website. If assistance is needed to place an order please contact a regional sales representative as listed below.

Colorado and New Mexico

Jodee Manfred / E: jodee@bearcreekreps.com / T: 303-638-1599

Montana, Idaho, Wyoming & Utah

Stacy Newton / E: stacynewtonsales@gmail.com / T: 435-640-0176

All other territories

Christie Dobson / E: christie@bronwenjewelry.com / T: 828-337-2247

General Inquiry

Wholesale Admin / E: info@bronwenjewelry.com / T: 541-640-3567

Wholesale Pricing - Our B2B website is hosted on the same platform as our DTC website. Wholesale vendors must log into the B2B website before shopping in order to shop eligible wholesale products and in order to receive discounted wholesale pricing. Many products listed on our website are exclusively offered to our DTC clients and not eligible for wholesale discounts. For eligible products, wholesale pricing is 50% of MSRP. We expect full compliance to our MAP Policy. See our MAP policy at the end of this document.

Order Lead Times - Our lead times vary from 2-10 weeks depending on the current volume of

orders. We publish preseason promos 3-4 times a year to incentivise vendors to place orders in advance. Payment is not required until the order is complete. An estimated order completion date will be provided within 2-3 business days of receiving an order.

Order Changes and Cancellations - If a change or cancellation is needed, we require notification two weeks prior to the ship date listed on the invoice.

Payments - We require a credit card payment on all vendor orders unless the vendor has been extended NET30 privileges (see below). A credit card payment can be processed when the order is placed. If a credit card payment is not processed when the order is placed, we will require a valid credit card to store on file. Upon the completion of the order we will process payment using the credit card on file.

NET30 Terms - The payment method required for NET30 Terms is by check or ACH payment. Minimum order of \$500 per order is required for NET30 terms. We will approve NET30 Terms privileges on a case by case basis. In addition to our approval, we will require the full contact information of your company's primary accounts payable agent. For opening orders, we will require a valid credit card to be stored temporarily until we receive an on time payment of the opening invoice via check or ACH Payment.

Payment is required to be received by the due date listed on the invoice, which is 30 days after the ship date listed on the invoice. Please allow extra time for transit if you plan to mail a check.

Once NET30 Terms privileges are extended, wholesale accounts may continue to use this privilege for subsequent orders without a credit card on file.

NET30 Terms privileges will be revoked for late payment. Once NET30 privileges have been revoked, we will not extend NET30 Terms privileges until a consistent record of credit card payments has been established. All accounts must have a zero balance due before subsequent orders are shipped.

Payments can be mailed to:

Bronwen Jewelry LLC
856 NW Bond Street
Ste 202
Bend, OR 97703

Exchanges - We do not accept returns for refund. In rare cases we will consider an exchange that is mutually agreeable. If we allow an exchange, it would automatically exclude items that are discontinued or not in brand new resalable condition. At our discretion, we may require a restocking fee in order to process an exchange.

In order to initiate an exchange, contact info@bronwenjewelry.com. We require vendors to complete our RMA Request Form. Once we have approved the items being requested for exchange, we will issue a RMA number. Approval with an RMA number is required before sending in items for an exchange. Items sent to us without an RMA number will be returned to the sender. The items being returned for exchange must match the items we approve on the RMA Request Form. If additional non approved items arrive, those items will not be eligible for exchange credit, they will be returned to sender, and shipping charges will be subtracted from the exchange credit.

Once approved, the exchange items may be shipped to the address below. Shipping charges for items sent in for exchange are at the vendor's expense. Pre-paid shipping labels are available upon request, and the shipping charges will be deducted from the exchange credit amount. Vendors are responsible for any damages in shipment or lost shipments when shipping items for exchange.

Bronwen Jewelry LLC
856 NW Bond Street
Ste 202
Bend, OR 97703

Once we receive the exchange items, a credit memo will be issued. This credit memo can be used towards a new order. We will not ship any orders with applied credit until the exchange items have been received and checked for accuracy.

Defective & Damaged Product - If a package arrives at its destination damaged in shipment, please let us know immediately and we will remedy the situation. We will require proof of the shipping damage via photos.

Vendors are encouraged to inspect package contents upon receipt of shipment for order accuracy and for quality assurance. If an order is incorrect, or if an item is found to be defective upon receipt, we require that the vendor initiates the remediation process within 2 weeks of order delivery. Items that are damaged or lost in store are not considered defective and will not be replaced.

Warranty & Repair Program - Bronwen Jewelry will evaluate all warranty claims on a case-by-case basis and determine at our discretion if our warranty applies to the claim. If an item is determined to be covered by our warranty, we will repair or replace the item free of charge. Items that are not covered by our warranty may be repaired at a reasonable cost determined at our discretion.

We do not recommend vendors to replace a customer's damaged jewelry with new inventory. If a vendor decides to issue a replacement, the vendor agrees to cover the cost of replacement. We will not send a replacement. All warranty claims and repairs must start by following our

warranty claim procedure.

For customer warranty claims, you may direct your customer to reach us directly. If you wish to handle the repair process and costs if applicable on behalf of your customer you may reach us directly at info@bronwenjewelry.com. We require the customer (or vendor if you choose) to provide the shipping costs to send us the item for repair and we provide the return shipping once the repair is completed.

Bronwen Jewelry MAP (Minimum Advertised Price) Policy

Effective: July 2023

Bronwen Jewelry enforces a Minimum Advertised Price policy (MAP) to protect our distribution network and maintain the high-end reputation associated with Bronwen Jewelry products and brand. This is a unilateral policy and we do not seek your agreement, nor your consent. We will strictly monitor and enforce this policy.

Bronwen Jewelry will cease supplying goods to any dealer whose advertising of Bronwen Jewelry products indicates a price lower than the Manufacturer's Suggested Retail Price (MSRP) as published in the official Bronwen Jewelry Price List.

The following policy applies to all approved Bronwen Jewelry dealers in all channels of distribution, whether they sell through "brick and mortar" stores, on-line websites, catalogs, or any other means. This policy applies to all current and in-season Bronwen Jewelry products but excludes discontinued products.

Forms of "advertising" include, but are not limited to print in newspapers, inserts, flyers, newsletters and catalogs. For purposes of internet sales under this policy, the term "advertised price" will refer to any price visible on the website of the seller as well as mass email campaigns on behalf of the seller.

Exceptions and Exclusions

Dealers may advertise Bronwen Jewelry products below MSRP without violating this Policy if the following guidelines are observed:

1) Promotional Periods

During the periods outlined below, it is acceptable to advertise Bronwen Jewelry products at up to 20% below MSRP. When a Promotional Period Sale is advertised, the advertisement must clearly indicate the discount % below MSRP and the sale's start and end dates.

2023-2024 Dates

- Women Led Wednesday Sale, Wednesday November 22nd, 2023
- Small Business Saturday, November 23-27th, 2023
- Earth Day Sale the week of April 19-22, 2024

- Women Led Wednesday Sale, Wednesday, November 27th, 2024
- Small Business Saturday, November 28-Dec 2, 2024
- Other Promotional – in season promos, Anniversary Sales, new product launches, etc. TBD and announcement prior to promo.

With advance notice, Bronwen Jewelry may revise promotional period dates and/or product mix.

2) Discontinued Products: Bronwen Jewelry will publish a list of discontinued products at the start of each season (before January 1st for Spring/Summer and before August 1st for Fall/Winter). Once a product is listed as discontinued, Dealer may advertise the permanent markdown of prices on that product. When a Discontinued Product is advertised below MSRP, it must be clearly marked and advertised as “discontinued style” or “discontinued color”.

3) Used Products: Dealers may advertise reduced prices for used Bronwen Jewelry Products, provided the items are clearly marked and advertised as “Used”.

4) Irregular Products: Occasionally, Bronwen Jewelry offers cosmetically imperfect “Irregular” products. These can be advertised at reduced prices provided they are clearly marked and advertised as “Irregular”.

5) Policy excludes structured loyalty programs (not offering instant savings), package sales (where consumers can receive a complete package of preselected products at a discounted price), membership flash sales, show specials, or gift with purchase.

6) Policy allows for a \$0.05 cent variance, for strategic retail price points, from the Manufacturer’s Suggested Retail Price (MSRP) as published in the official Bronwen Jewelry Price List.

Thanks for your partnership and adhering to our MAP Policy. If you have questions about this policy, please contact info@bronwenjewelry.com.