



International Rags Authorized Reseller Policy

To qualify as and remain a Freddy Authorized Reseller, your business must adhere to this International Rags Authorized Reseller Policy at all times.

1. Maintain Current Business Information and Disclose All Locations That Carry Freddy by International Rags (Pty) Ltd

Maintain accurate and up-to-date company information and disclose all retail locations that carry Freddy throughout the term of your reseller relationship with International Rags.

Qualifying retail locations can only be one of the following: your physical brick and mortar store(s), your commerce-enabled website(s), or any temporary storefronts (events, trade shows, pop up stores, etc.).

2. Report Sell-Through for Physical Retail Location(s) and E-Commerce Sites

Reseller must provide sell-through information by SKU and approved retail location upon request. International Rags reserves the right to perform an audit of all financial statements pertaining to Freddy sales or the business operations (conduct) to ensure compliance with this policy.

3. Freddy's Trademarks & Brand Policy

Reseller must comply with Freddy's Trademark & Brand Policy and represent yourself as a Freddy Authorized Reseller in all online advertising and sales collateral.

You can read the entirety of Freddy's Trademark & Brand Policy here:
<https://Freddywear.co.za/legal/trademarks>

Setting up businesses, registering domain names, or using social media usernames that contain the Freddy name or any of Freddy's trademarks is strictly prohibited. To ensure compliance with International Rags Authorized Reseller Policy, you must only use approved marketing materials for all Freddy products.

4. Sell to Retail Consumers Only

Reseller may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers. Reseller may only sell to their end consumers.

5. Only Purchase Freddy Products Directly from Assigned and Authorized Distributors



Reseller must not buy Freddy products from other retailers, or from other sources not explicitly endorsed by International Rags (Pty) Ltd.

6. Only Sell Freddy Products in Original Packaging

Reseller may not alter original Freddy packaging in any way prior to reselling Freddy products. Removing Freddy products from packaging and reselling Freddy products in a different packaging or under a different name is strictly prohibited.

7. Use Freddy-Supplied Core Product Data in Feeds

Reseller must be able to use standard set of Freddy-supplied data in product data feeds that you distribute to third-party advertising venues unless prior written permission is obtained from International Rags (Pty) Ltd.

8. No Bundling Freddy Products without Obtaining Permission

Reseller must not re-SKU or bundle Freddy products in your online assortments and data feeds without receiving prior written permission from International Rags (Pty) Ltd.

9. Bulk Sales

Reseller agrees to reasonably cooperate with International Rags (Pty) Ltd in preventing unauthorized exportation of Freddy products. For Freddy products which incorporate an individualized numerical designation (e.g. serial number) and which are sold in bulk, defined as four (4) or more units in a single transaction, or ten (10) or more units purchased by the same individual within thirty (30) days ("Serialized Bulk Products"), Reseller shall endeavor to request the following information: customer name, customer address, customer phone, product serial numbers and dates of transaction(s). The customer information is not required to be transferred to International Rags (Pty) Ltd, however it should be used to identify suspicious purchase patterns. In the event the customer refuses to provide such information, Reseller should reduce the transaction quantity to below the applicable Serialized Bulk Products threshold.

10. Customer Confusion

Reseller will not advertise, market, display or demonstrate non-Freddy products together with Freddy products in a manner that would create the impression that the non-Freddy products are made by, endorsed by or associated with Freddy.



11. Sell on Approved Retail Website(s) Only

Reseller must only take orders via publicly accessible, e-commerce enabled web pages hosted on approved websites owned and operated by your company.

Selling on third-party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.) or through direct messages on forums is strictly prohibited.

12. Sell to Customer(s) within an Assigned Geographic Territory

Reseller must restrict customer order shipments to shipping addresses located within your assigned country or designated territory. This includes not selling or shipping Freddy products to end consumers online if your territory does not include the online channel.

13. Ensure PCI Compliance

Reseller must ensure PCI (payment card industry) compliance for all approved commerce-enabled websites owned and operated by your company.

14. Maintain Updated Privacy Policy

Reseller must publish and maintain a publicly accessible privacy policy.

15. Operate E-commerce Business Separately from Offline Retail Business

Reseller must plan inventory for your e-commerce business separately from inventory planned for your physical store's business and provide accurate sell-through numbers for each.

16. Security Measures from E-Commerce Sites and Fraud Protection

Reseller must ensure industry-standard e-commerce security and fraud protection measures are in place, including two-factor authentication, authorized territory shipping restrictions and customer fraud resolution procedures.

17. Obey the Law, Abide by Policy Rules and Serve Customer Needs



Reseller must comply with all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of Freddy products. Reseller must provide a level of sales support and customer support for our customers that, at a minimum, demonstrates industry best practices.

Failure to comply with all of the terms in Freddy's Authorized Reseller Policy will result in suspension or termination of your account.