



WHOLESALE POLICIES & RESELLER AGREEMENT

(updated January 2020)

Alaska Glacial Mud Co., LLC (hereinafter “AGMC”), an Alaska limited liability company, located at PO Box 394, Cordova, Alaska, 99574, hereby declares and determines that its interests and the interests of its distributors and resellers are best served through the adoption of a Wholesale Policies and Distribution Agreement (hereinafter “Agreement”).

_____ (distributor/reseller), (hereinafter “Reseller”) as a distributor or reseller of AGMC’s products, hereby enters, accepts, and agrees to the terms and conditions of this Agreement.

This Agreement is NOT intended to alter the independent contractor relationship between AGMC and Reseller. This Agreement does not confer, offer, or imply exclusive territory rights to Reseller. This Agreement’s purpose is to protect and preserve the integrity and branding of AGMC’s products, throughout all channels of distribution.

Please note that our products are offered at wholesale cost to spas and retailers with a valid sales permit ID for the purpose of resale only. Generally, our wholesale products are priced 50% below our MSRP. Due to the immense savings, we have certain criteria that must be met in order to open a wholesale account:

1. You must complete a wholesale account application, providing your EIN or Resale ID.
2. Your store must meet the standards of the AGMC brand and not dilute the image we promise to uphold for our Resellers.
3. Accounts will be reviewed annually. We reserve the right to cancel an account if AGMC goods are not being well maintained, stocked in suitable temperatures, displayed well, kept in good hygiene (sample/tester products replaced as needed) or if the account changes ownership. Duplication or adulteration of products or packaging or falsely representing products as your own is strictly prohibited. AGMC does not allow our products to be sold on any type of auction site. We reserve the right to limit or discontinue the selling of our products to parties with sales and distribution strategies not compatible to those of AGMC.
4. Product Minimums: AGMC currently does not require a minimum order. Products must be bought by the case. For distributor or large volume discounts, please contact us directly at info@alaskaglacialmud.com
5. Order Fulfillment: If all products in your order are in stock and ready, you should receive your order within 1-2 weeks. Back-ordered items can take up to 4-6 weeks. We will

notify you upon receipt of PO if any items are on back-order.

6. Shipping & Handling: The shipping charges are based on the total volume or weight of the products chosen via USPS Priority Mail, and we chose flat rate boxes where more economical. All orders include Delivery Confirmation. Orders shipped via USPS Priority Mail will require mandatory insurance based on the wholesale value of the order. UPS Ground Service shipments valued in excess of \$100 will require additional mandatory insurance up to the wholesale value of the order. If you would like expedited shipping, please notify us when you place your order. If you would like us to use your shipping account, please include all necessary acct info on the shipping page. Insurance is required on all international orders (when available). If your particular country does not enable the purchase of insurance on your package, AGMC will not be responsible for any loss or damage that may occur. AGMC reserves the right to refuse any order felt to be fraudulent.
7. Wholesale Payments: First-time orders must be paid for in full in U.S. currency prior to shipment unless other arrangements have been made. Terms are available for accounts older than 12 months with a valid credit card on file. We accept Visa, Mastercard, checks (with a 10 day hold for processing), cashier's checks, and US money orders. Returned checks due to insufficient funds will be charged a \$25 fee. Credit Card charges will appear on your statement as ALASKA GLACIAL MUD CO. LLC.
8. International orders must be paid by wire transfer or US money order and must arrive in US currency. Any fees associated with the money transfer must be covered in the amount sent. For all international shipments, ALASKA GLACIAL MUD CO. LLC will not be held responsible or liable for any problems that result at your local customs office or if package is delayed. Estimated delivery time for items we have in stock is from date of shipment provided no problems occur with your local customs office. If customs duties are assessed, these are in addition to your shipping charges and must be paid directly by you. No refunds will be given for items that are seized at your local customs office. ALASKA GLACIAL MUD CO. LLC will not be held liable for any customs duties or taxes that arise from your local customs office. ALASKA GLACIAL MUD CO. LLC will also not be held responsible for any additional fee the local carrier in your country may charge. Some countries may require various types of import licenses. ALASKA GLACIAL MUD CO. LLC will not knowingly ship any products to any countries that may require any type of license. No refunds will be given for items that are seized at your local customs office. Our international shipping prices reflect the base shipping charge not including customs duties, taxes and country specific fees. Our fees ONLY reflect the cost for us to ship your order to your country. If you are unsure of your country's import policies, please check with them before ordering. If you are an international client and need to speak with us, please contact wholesale@alaskaglacialmud.com.
9. Wholesale Returns & Restocking Fees: We stand behind our products and want to maintain a great relationship with our retailers. After all, you're family. All retail orders come with a 30-day money back guarantee. Items must be in resalable condition. Simply

return the merchandise with the original invoice and a note stating your reason for return and we'll gladly refund your purchase price. Shipping & handling charges are not refundable, and a 15% re-stocking fee will be deducted from the refund.

10. Lost, Incorrect or Damaged Goods: If your merchandise is damaged or incorrect upon arrival, save all contents and packing materials and contact us within 3 business days after its arrival. Shipments that arrive in damaged condition will be replaced only after proof of damaged merchandise has been returned to AGMC within 10 days of receipt for inspection. Shipments that have been determined to be lost, after thoroughly researching the package through Delivery Confirmation tracking, will be replaced.
11. Canceling/Changing Your Order: Due to our size and efficient fulfillment, we move pretty quickly, so we cannot guarantee that your order can be cancelled or altered after it has been placed. You may contact us as soon as possible to see if your order has already started to be processed. In the event that it has not, we will be more than happy to make changes to it within 24 hours.
12. Providing tester products to the public is up to the retailer's discretion. In an effort to help increase your sales, we offer the ability to purchase TESTERS at 50% off wholesale. If you would like to have more than 1 additional tester per case ordered, please account for this in the quantities you order. It is the your responsibility to maintain a clean environment and replace tester products as needed. Failure to maintain a clean display and products can result in termination of the your wholesale account.
13. Product Samples: Due to the nature of our products, we do not provide free sample products. We do offer a marketing trial kit. This kit would give you the chance to see every product either in full-size or sample format. If you would like the trial kit, it is offered for less than wholesale cost and includes shipping, limit one per wholesale customer. For this option, we require international orders to pay shipping cost.
14. Privacy Policy: We hate spam as much as you do, and will never share your information with anyone. It is for our eyes only. Subscription to our newsletter is not automatic and must be registered for by you. The only automatic subscription is for our resellers who will be added to a reseller list to be notified of any important changes in policies, line sheets updates, and things of similar important nature that directly affect your account and sales.
15. Minimum Advertised Price Policy (MAP): The MAP policy applies to all AGMC products. Our minimum advertised price for AGMC products is equal to the Suggested Retail Price (SRP). The MAP policy shall be unilaterally determined by AGMC and may be changed from time-to-time at AGMC's sole and exclusive discretion. Any changes in MAP Prices shall be communicated to Reseller with thirty (30) days written notice of price change in writing by electronic transmission through email. The initial MAP Price list is attached hereto as Exhibit A. The MAP policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual customer within the reseller's retail location or over the phone. For the purpose of this Agreement, all retail media, including print advertising, facsimile, radio, mailing,

television, internet, and e-mail, are considered advertising. This MAP policy does not in any way limit the ability of any dealer to advertise generic phrases such as that they “have the lowest prices” or “will meet or beat any competitor’s prices,” or similar phrases so long as the price advertised or listed is not below the MAP. AGMC’s Agreement and MAP Prices are not intended to be, nor shall they be construed to be, an agreement to fix the minimum prices at which AGMC, Reseller, or AGMC’s other distributors and re-sellers will sell AGMC’s products. Each distributor and re-seller of AGMC’s products must determine at their sole discretion the price at which they sell AGMC’s products. Resellers may offer products on promotion at a lower advertised discount only with written permission from AGMC. For the purpose of this Agreement, promotions, exchanges, coupons, discounts, product combination specials, internet specials or deals, and package deals shall be considered advertising, and if such prices cause Reseller’s prices to be below the MAP prices and are published without AGMC approval, AGMC may take disciplinary action against Reseller. However, if AGMC determines in its sole and absolute discretion, that Reseller has advertised an AGMC product at a price below that specified in the most current MAP Price list, AGMC shall take whatever action deemed appropriate in relations to Reseller, which may include cancellation of all orders placed by Reseller, refusal and rejection of new orders from Reseller, and cancellation and termination of Reseller’s distribution agreement with AGMC. To protect our resellers from unfair competition and to maintain the brand’s image, AGMC will regularly review all reseller commerce sites and conduct in-depth web searches to ensure consistent adherence to this policy. In cases of violation of this MAP policy, resellers will be allowed 24 hours to bring all advertising into compliance. Failure to comply immediately will result in discontinued shipments and possible account termination. If a reseller violates MAP more than one time, the reseller will lose privileges to purchase our products. AGMC reserves the right to cancel or limit the sale of its products to parties whose sales and distribution strategies are incompatible with those of AGMC.

Any wholesale transaction to Reseller by AGMC, at a discount off of wholesale or for less than suggested pricing, shall occur at AGMC’s discretion. No such arrangement shall be considered consent by AGMC for Reseller to advertise or sell AGMC products at prices below the Agreement prices.

AGMC reserves the right to sell retail products below MAP pricing for product promotions and brand awareness.

16. Internet Retailer Requirements: Resellers must have privacy and customer service policies, as well as overall business ethics that are compatible with those of AGMC. It is crucial that the AGMC family remain a reputable and trusted brand. All internet resellers must have a web address of their own to sell AGMC products. You may not use a

subdirectory of another company's URL, such as an Amazon.com storefront. Additionally, you cannot sell products through any online auction site such as eBay. AGMC products should be represented as part of a category of like products, and should make up only a portion of the offerings sold online by the web retailer. Once approved, we will send product photography free of charge for use on your website in order to maintain a consistent presentation of the brand. All AGMC material, including text from our website, ads, catalog, and other written documentation, may be used only with the express written consent of ALASKA GLACIAL MUD CO. LLC. The presentation of the AGMC line on your site must clearly differentiate from our AGMC website and must not confuse a "reasonable consumer". AGMC will review your website prior to setting up an account and reserves the right to refuse sales at its discretion. AGMC will also review your site periodically to ensure ongoing compliance with this policy.

17. No-Amazon Reseller Policy: AGMC has designated all Amazon.com, Amazon Marketplace, and online Amazon related stores and website as an exclusive territory assigned and assignable to exclusive-only seller(s). Because all Amazon related online sales are assigned and designated pursuant to exclusive territory agreements:

AGMC does not authorize any retailer, distributor or seller to market or sell AGMC products on any Amazon and Amazon Marketplace website or online store in any country. AGMC does not authorize any retailer, distributor or seller to knowingly convey, distributor or sell AGMC products to any other party that Distributor knows markets or sells on any Amazon and Amazon Marketplace website or online store in any country. AGMC REQUIRES all distributors, and sellers/resellers of AGMC products to obtain a signed Wholesale Policy & Reseller Agreement from each and every customer, client, or retailer and to present said Agreement to AGMC for consideration and approval by AGMC.

RESELLER HAS READ THE FOREGOING WHOLESAL POLICIES INCLUDING OUR MAP POLICY, INTERNET RETAILER REQUIREMENTS AND NO-AMAZON RESELLER POLICY AND UNDERSTANDS THAT FAILURE TO COMPLY WITH THE FOREGOING MAY RESULT IN THE CANCELLATION AND TERMINATION OF RESELLER'S AGREEMENT WITH AGMC.

By placing a wholesale order, you are stating that you understand and adhere to all policies set forth ALASKA GLACIAL MUD CO. LLC.

RESELLER:

Signer's Full Name: _____

Signature: _____

Date: _____

ALASKA GLACIAL MUD CO., LLC “AGMC”:

Signature: _____

Signer’s Full Name: _____

Date: _____