

## RESELLER'S AGREEMENT

This reseller agreement grants the following company:

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herein referred to as "Reseller", the right to sell the products of Whiskey River Soap Co. In exchange for that right, reseller agrees to the terms and conditions that follow:

1. **MINIMUM ORDERS:** Reseller must meet the minimum quantity and payment amount on orders as specified by the seller. No exceptions unless otherwise agreed to by Whiskey River Soap Co. or in such circumstance of special orders as agreed to by Whiskey River Soap Co.

2. **PAYMENT TERMS:** Reseller agrees to prepay the first purchase order by money order or credit card. Subsequent orders may be paid by money order, credit card, or check. Reseller may thereafter be granted (after initial order), at the sole discretion of Whiskey River Soap Co., 30-day payment terms. If such terms are granted, the reseller agrees to complete payment within 30 days of receiving the shipment. Reseller is required to pay only for merchandise received (i.e. backorders excluded).

3. **ADDITIONAL FEES:** Late payments may revert payment terms to prepayment and may be subject to additional fees. Prepayment terms will remain unless otherwise dictated by the Whiskey River Soap Co. Customer may be required to pay Whiskey River Soap Co. all costs, expenses, legal and collection fees as incurred in enforcing the terms and conditions as allowed by law.

4. **COMPETITIVE PRODUCT REFERENCE:** Reseller must never use any Whiskey River Soap Co. images, including product or model photos, trademarked Whiskey River Soap Co. name or logo mark, nor the name or logo mark of any Whiskey River Soap Co. products, nor any name or logo mark designed or intended to be similar to any Whiskey River Soap Co. product name or logo mark, nor any descriptive or explanatory text, nor any reference to the Whiskey River Soap Co. products in reference or relation to any other company, product or brand name other than those produced or distributed by the Whiskey River Soap Co. without prior written consent. The Whiskey River Soap Co. may discontinue sales to reseller if this policy is violated at any time.

5. **ONLINE SALES:** Reseller agrees NOT to attempt to resell any Whiskey River Soap Co. product online via any business sites: eBay, AMAZON or other such third party websites with the exception of a personal online retail site, which may or may not support a physical storefront. Reseller further agrees any online sales meeting the above exception shall strictly adhere to all product(s) MAP pricing, not including shipping. Failure to comply may result in immediate termination of future wholesale pricing or sales from the Whiskey River Soap Co.. Exceptions are only considered if prior written consent has been obtained from the Whiskey River Soap Co. by the reseller.

6. **USE OF PROMOTIONAL MATERIALS:** Reseller may use specific photo and/or graphic images and/or specific text provided by the Whiskey River Soap Co. for the promotion of or in conjunction with Whiskey River Soap Co. products only, and even then only for the duration that Whiskey River Soap Co. products are being actively offered for resale by reseller and the reseller agreement, terms and conditions are being fully honored. Failure to comply with these rules may result in the termination of future wholesale pricing offers or sales to the reseller.

7. **PROPER USE OF TRADEMARK:** When reseller uses the Whiskey River Soap Co. trademark, reseller must represent all Whiskey River Soap Co. products with full product names in print including Internet, audio, video and all media promotional materials. Trademarked Whiskey River Soap Co. and relating product logos should be used in print or publication whenever feasible. Permission to use the Whiskey River Soap Co. trademark and all other associated trademarks is at the sole

discretion of the Whiskey River Soap Co.

8. **REPACKAGING:** Reseller must never repackage, reproduce or reformulate any Whiskey River Soap Co. product(s) without the express, prior written consent of Whiskey River Soap Co.. Failure to comply with this rule may result in the immediate termination of any future orders by the reseller. Private labels may be considered by the Whiskey River Soap Co.. Please contact sales@whiskeyriversoap.com for more information.

9. **SHIPPING:** Orders shipped via UPS within the continental USA or via Priority Mail elsewhere, unless otherwise specified. Freight charges will be determined at time of shipping and will be added to each invoice. All freight charges are capped at 15% of the wholesale order total. All shipments will be charged the actual freight cost of the order(s). Rates and service subject to change at any time at the sole discretion of the Whiskey River Soap Company.

10. **DAMAGE CLAIMS:** Any claims for damaged or mis-shipped items must be made within 10 days of receipt of merchandise by calling 614.747.3111. Returns are only accepted for items that are damaged or mis-shipped. A return authorization number is required and must appear on all related correspondence. Reseller is granted a return authorization number by the Whiskey River Soap Co. Reseller must return merchandise in 100% resellable condition to receive credit for the product. A 25% restocking fee may be assessed at the sole discretion of the Whiskey River Soap Co. Freight charges may apply. Please call 614.747.3111 for return authorization and additional instructions.

11. **PRICING:** Wholesale/MAP prices are subject to change without notice and at the discretion of the Whiskey River Soap Co.. Violation of MAP pricing standards set forth by the Whiskey River Soap Co. may result in the loss of wholesale pricing and order availability to the reseller. Wholesale/MAP pricing at time of purchase will be honored on orders set with a future ship date.

12. **TERRITORY PROTECTION:** Whiskey River Soap Co. reserves the right to deny sales to a licensed reseller based on proximity to other Whiskey River Soap Co. customers. Resellers with protection will be determined by/at the sole discretion of the seller. Whiskey River Soap Co. reserves the right to protect/unprotect territory with or without notice to the reseller. Territory protection policy subject to change by the Whiskey River Soap Co. and/or its affiliates.

Print Name:

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Signature:

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Business Name:

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Federal Tax ID/EIN:

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