



Terms & Conditions

Sudara Inc. or Seller is hereinafter referred to as Sudara. The wholesale distributor is hereinafter referred to as Retailer. Unless otherwise noted, Sudara's website www.sudara.org is hereinafter referred to as the e-commerce site.

INVENTORY

Upon placing an order, if you find we do not have sufficient inventory to support your wholesale needs, please email wholesale@sudara.org and we will provide you an update as far as future availability.

WHOLESALE PRICING

All prices are listed in US dollars. All Retailers will receive 50% off the MSRP (determined at the time the order is placed), and will pay the cost of shipping. Prices are subject to change without notice. The Wholesale discount applies to apparel items only. Third party vendors (leather goods, jewelry, totes, etc.) featured on the e-commerce site do not qualify for the wholesale discount, however we are happy to put you in contact with the third-party distributor.

ORDERS

\$300 minimum (\$600 retail) purchase for first order and re-orders.

CHANGES TO ORDERS

Any cancellation or changes to orders must be submitted to the wholesale team at: wholesale@sudara.org within 24 hours after placing the order.

RETAILER PRICING

All Sudara products have a suggested retail price (MSRP). Retailers retain the right to charge above the MSRP; however, they may not charge less than or discount the suggested retail price (MSRP) determined at the time Retailer places its order.



AUTHORIZED RETAILER POLICY

Retailer agrees to refrain from selling Sudara merchandise outside of its physical brick and mortar store(s), or from a URL not owned by Retailer, or outside of the United States of America, without prior written authorization from Sudara, which Sudara may withhold or condition in its sole and absolute discretion. Retailer shall disclose to Sudara all URLs from which it sells Sudara products. Trans-shipping of Sudara products to unauthorized retailers, wholesalers or e-commerce companies and/or selling products over online auction sites is strictly prohibited. Dealer is prohibited from selling Sudara products on any third party storefronts (i.e., Amazon, Ebay) without prior written authorization from Sudara, which Sudara may withhold or condition in its sole and absolute discretion. Sudara reserves the right to perform an audit of Retailers financial statements pertaining to sales of Sudara products to ensure compliance with this policy.

ADVERTISING + MARKETING

You may not use the Sudara.com / Sudara.org or the Sudara, Inc., name, or any variation thereof, in any manner not expressly authorized by these terms. In particular, you may NOT post Sudara, Inc., sales, promotions or coupons on your site without our prior written consent; you may NOT purchase domain names that have Sudara variations or misspellings in them which are solely intended to direct traffic away from Sudara.com or Sudara.org site; you may NOT use Sudara's name, or any variation thereof, in hidden text or source code; you may NOT use Sudara's name, or any variation thereof, in your domain or sub-domain; you may NOT engineer your site in such a manner that pulls Internet traffic away from Sudara.com or Sudara.org; you may NOT engineer your site in such a manner that would be considered "keyword stuffing," such as using terms in hidden or live text that is meant to attract search engine spiders in order to determine higher relevance to Sudara.com or Sudara.org; you may NOT purchase any keywords on search sites related to Sudara or any variation thereof.

PRODUCT IMAGES

Sudara will make available images that Retailer might require for Retailer's print and online presence. Should Retailer require any additional images, please contact us at wholesale@sudara.org . Retailer agrees that they will not download images from Sudara.org or blog.sudara.org without permission from Sudara's wholesale team. Any imagery of the women at Sudara's partner centers or inside Sudara's partner centers must be approved prior to use, properly credited to the photographer, and shared in a context of hope and freedom rather than causing further exploitation. All of the images provided by Sudara may be cropped to meet Retailer's website and social media needs; images may not be edited to



alter color, model's appearance, or filtered in any way. Any imagery produced or created by the Retailer featuring Sudara goods must be approved prior to use by Sudara's wholesale team.

As a certified B-Corp, Sudara seeks Retailers that share in a commitment to educating customers about Sudara's mission and the stories behind our ethically-made goods. We will provide information to all Retailers that highlights the stories of the women who are celebrated and honored through the name of each print, with the purpose of this content being shared with the Retailers' customers. In selling ethically-made goods, together we are not only able to support the people who created it, but we also use these opportunities to explain where the products come from, who made them, and how a customer is creating a positive, sustainable impact by purchasing Sudara goods.

PAYMENT METHODS

Sudara accepts the following credit cards: Visa, Mastercard, American Express and Discover.

SHIPPING AND HANDLING

Sudara will ship the Retailer's order once full payment (including shipping) is received. No COD orders. Sudara uses UPS for shipment unless the Retailer requests, in writing, another specific mode of shipping. Please select one of the UPS shipping options when placing a wholesale order. Insurance on shipment is the responsibility of Retailer.

RETURNS

Returns are not accepted on wholesale orders unless an item is damaged or defective. Please see below for additional information regarding defective items.

NOTICE OF DEFECTS

The Retailer must make any claims of damage or defect within the first 7 days after the receipt of merchandise. Sudara cannot be responsible for order variations when shipments are directed to a third party. Upon receipt, it is the responsibility of the Retailer to inspect and ensure all delivered merchandise matches the original order.



Shortages: In the event of a product shortage, Sudara will give the Retailer the option to either have the missing product shipped to them immediately or to have the charge for the product credited to their account. Please contact wholesale@sudara.org regarding shortages.

Damaged/Defective Products: In the event of damaged or defective product, we ask that you take a photo of the product and e-mail it to wholesale@sudara.org. A Return Authorization will be issued as soon as possible. The Retailer will then send the products back to Sudara and a credit will be issued upon receipt of product and confirmation of the damage/defective item.

MERCHANTABILITY AND MISREPRESENTATIONS

Retailer agrees that Sudara makes no warranty, express or implied, as to the merchantability or fitness for a particular purpose of Sudara products. Retailer also agrees that Sudara is not liable for any misuse or misrepresentations of the goods by the Retailer.

Retailer acknowledges and agrees that, except for Sudara and Retailer, there are no parties or beneficiaries to this agreement, including, without limitation, any third-party beneficiaries.

Sudara reserves the right to modify the terms of this Agreement at any time. Any order placed by Retailer after such modification will be bound by the terms of the agreement as modified.

Retailer (print name)

Date

Retailer (signature)

Date