

# CRAZY AARON'S MAP POLICY & TERMS OF SERVICE

## Crazy Aaron's MAP Policy

Crazy Aaron Enterprises, Inc. (Crazy Aaron's) designs and manufactures Thinking Putty® right here in the USA. Our people are as wonderfully unique as our product, and much of our organization's success comes directly from our representatives, distributors, accounts, and stores. Our trusted partners invest significant time and resources to create extraordinary brand experiences and exceptional customer service, and we do all that we can to protect and value those relationships.

As a result, Crazy Aaron's has unilaterally adopted this Minimum Advertised Price ("MAP") Policy, effective March 1, 2018 to continue this mutually beneficial partnership. Retailers must agree to the following conditions of the MAP Policy in order to avoid the consequences of non-compliance.

1. Retailers, both brick and mortar retailers and e-commerce only retailers (collectively "retailers"), must be authorized first by Crazy Aaron's to sell its products. **Authorization to sell must be approved in writing by a duly authorized representative of Crazy Aaron's. All requests for approval to sell shall be sent to cheyanne@puttyworld.com through completion of our New Account Application.** Crazy Aaron's shall unilaterally determine which retailers shall be permitted to sell Crazy Aaron's products online. Crazy Aaron's shall respond within five (5) business days to any request by a retailer to sell products. Crazy Aaron's reserves the right to withdraw approval to sell to any retailer with or without cause by providing the retailer with thirty (30) days written notice of such withdrawal. Such notice shall be signed by a duly authorized representative of Crazy Aaron's and sent via USPS certified mail, return receipt requested, directing the retailer to remove Crazy Aaron's products within a specified period of time. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO SOLICIT, ACCEPT OR REQUIRE RETAILER TO APPROVE THIS POLICY – THE AUTHORIZATION PROCESS IS SIMPLY CRAZY AARON'S UNILATERAL PROCESS FOR OBTAINING INFORMATION ABOUT RETAILERS, AND THE APPLICATION OF THIS POLICY IS UNIVERSAL TO ALL RETAILERS AND NOT SUBJECT TO NEGOTIATION OR MODIFICATION. THIS POLICY IS NOT AN AGREEMENT OR A CONTRACT.

2. Product advertised less than 5 cents below the manufacturer's suggested retail price ("MSRP") will be a violation of this MAP policy ("MAP Price"). This policy applies to all Retailers, not just online sellers. All Retailers are responsible for staying current with the MAP, understanding what products are affected by the MAP, and for reviewing the MSRP pricing page on Crazy Aaron's website located at: <https://puttyworld.com/pages/msrp-pricing> in order to determine current MSRP.

3. Listing a price lower than permitted under this MAP policy next to a product that is protected by this MAP policy in any advertising will be viewed as a violation of this MAP policy. This MAP policy applies to all advertisement of MAP products in any and all media, including without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, Internet auctions, auction websites, flash sale websites, forums, email newsletters, email

solicitations, television, radio, and public signage. Website features, such as pre-formatted email responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features, are considered to be communications initiated by the retailer (rather than by the customer) and this constitutes "advertising" under this MAP policy (notwithstanding the above, this provision shall be construed in a manner consistent with applicable law defining the term "advertising"). This MAP policy also applies to any activity that Crazy Aaron's determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy. The advertising prohibitions in this MAP policy specifically do not include brick and mortar in-store displays, nor the product's in-store price tag. A non-exhaustive list of examples of instances to which this MAP policy applies are as follows: (1) instant rewards promotions (including discounts for both specific amounts or percentages); (2) buy one get one free promotions; (3) "click for price" promotions when the cited price is lower than MAP and available before the item is in the customer's virtual shopping cart, and (4) any suggestion that a lower price may be found at the online checkout ("add to cart to see a lower price").

4. Where Crazy Aaron's products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Crazy Aaron's), it shall be a violation of this MAP policy to advertise the bundle (or package) at a price that: (a) is lower than the total Minimum Advertised Price of the Crazy Aaron's product(s) or (b) violates the letter or spirit of the MAP policy. It shall be a violation of this MAP policy if products are bundled with or sold as part of a package that includes products not pre-approved in writing by an authorized representative of Crazy Aaron's.

5. Crazy Aaron's reserves the right, at its discretion, to monitor advertised prices of approved and unapproved retailers selling MAP products online for compliance with this MAP Policy.

6. Crazy Aaron's reserves the right to cancel any pending orders, restrict future orders, or suspend a customer's account if Crazy Aaron's reasonably believes the retailer has violated the provisions of this policy. Furthermore, failure to comply with this policy will result in all outstanding payment invoices becoming due immediately. Crazy Aaron's reserves the right to seek any and all additional remedies under the law for a violation of this policy, including without limitation equitable relief.

7. Crazy Aaron's recognizes that many websites ship internationally, however, we reserve the right to prohibit retailers from shipping our products outside the USA. If a retailer ships Crazy Aaron's products outside the USA, they will be in direct violation of this MAP policy.

8. No employee or sales representative of Crazy Aaron's has any authority to modify this Policy. Any questions about this Policy should be in writing and directed to Crazy Aaron's MAP Administrator, Amanda Cunningham, at [amanda@puttyworld.com](mailto:amanda@puttyworld.com).

9. This MAP policy does not, in any way, limit the ability of any retailer to advertise that "they have the lowest prices" or that they "will meet or beat any competitor's price," that consumers should "call for a price" or phrases of similar meaning as long as the price advertised or listed for the products is not less than MAP Price. The MAP policy does not apply once a product is placed in a customer's "virtual shopping cart" on an Internet website, nor does it apply to free shipping, handling or financing promotions.

10. From time to time, Crazy Aaron's will run flash sales for short periods and for a limited amount of inventory. During such flash sales, MAP pricing shall not be less than the current Minimum Advertised Price as published on the Crazy Aaron website at <https://puttyworld.com/pages/msrp-pricing>.

11. The MAP policy will be enforced by Crazy Aaron's in its sole discretion. This Policy may be updated, revised, or modified at any time without prior advance notice to any retailer.

By signing my name below, I certify that I have read the Crazy Aaron's MAP Policy. Any questions concerning these policies have been discussed. My signature also certifies my understanding of and agreement to the above policies.

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Printed Name	Signature	Date
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## Crazy Aaron's Terms & Conditions

### Account Set Up:

To establish an account with Crazy Aaron Enterprises, Inc., we require a signed copy of our New Account Application along with a copy of your current, valid state/federal resale certification. Once we have received those two items opening orders can be processed with credit card terms only. Customers will remain on credit card terms unless/until they apply for Net 30 terms. In order to establish Net 30 Terms, customers should submit credit references to [ar@puttyworld.com](mailto:ar@puttyworld.com). By supplying credit references, customer gives permission for Crazy Aaron Enterprises, Inc. to investigate financial backgrounds with other vendors. Customer will be advised of the results of the credit check in 5-7 business days depending on how quickly responses are received. If Net terms are granted, Crazy Aaron Enterprises, Inc. reserves the right to revoke granted terms at any time based on account payment activity.

Show specials and discounts are valid only when paid within agreed upon payment terms. Payment outside of those agreed upon terms voids all discounts including free shipping specials. Accounts 30+ days past due will be placed on credit hold and continued payment terms will be reviewed at that time. Accounts 60+ days past due will be referred to a collection agency and all collection fees associated with the collections process will be added to the customer's balance owed.

Crazy Aaron Enterprises, Inc. will email all invoices. We offer online payment options, details of which are included with each emailed invoice. Crazy Aaron Enterprises, Inc. accepts all major credit cards, e-checks and ACH transfers as payment.

**Order:**

To place an order, all orders should be emailed to [orders@puttyworld.com](mailto:orders@puttyworld.com). You may also call 866-578-2845 ext. 301 Monday-Friday 9am-5pm EST to place an order or inquire about an existing order. Once your order has been processed, you will receive an email confirmation with sales order # and an estimated shipping time frame.

**Shipping:**

Since Thinking Putty is a handmade product that is proudly made in the USA by exceptional individuals with intellectual and physical disabilities, we ask that you allow for a one-week turnaround plus applicable UPS transit time when placing your order. Please consider additional days during your busiest holidays/seasons/events to help us ship your order as quickly as possible.

Would you like to use your own UPS shipping account?  Yes  No Account# \_\_\_\_\_

*All orders ship UPS Ground unless alternate arrangements are requested. Additional charges may apply for expedited shipments.*

**Backorders:**

Product availability is subject to change at any time. You will only be charged for items shipped. If an ordered item is not available when your order ships, we will backorder those items. You will be notified of any backorders on the Sales Order slip that is included in your shipment. Typically, backorders ship about one week after your original order, except in the case of new or seasonal products. Please call 866-578-2845 ext. 301 within 24-48 hours of receiving your order to make changes regarding backorders.

**Returns, Replacements & Credits**

Crazy Aaron Enterprises, Inc. provides a hassle-free return/credit process.

**Non-Damaged Products/Unwanted Product**

If you are returning a product because you no longer want it, you will need to notify us by phone or email ([returns@puttyworld.com](mailto:returns@puttyworld.com) or 866-578-2845 ext. 301) within five (5) business days of receipt of delivery. We will confirm receipt of your notice within one (1) business day and a Customer Service Representative will provide you with instructions for returning the product. The product must be in its original packaging, must not show signs of use, and must be in resalable condition. The product must not have any additional price tags or tickets. You will be required to pay for return shipping. Once the items are received and QC checked and approved, we will credit your account.

## **Damaged and/or Defective Products**

You must notify Crazy Aaron Enterprises, Inc. of the product's defect, via email to [returns@puttyworld.com](mailto:returns@puttyworld.com), within five (5) business days of delivery.

***PLEASE NOTE: faxes for credit requests will no longer be accepted.***

If you do not notify us about damaged or defective goods within five business days of delivery, we cannot replace them free of charge. Please direct your credit request to [returns@puttyworld.com](mailto:returns@puttyworld.com). We will confirm receipt of your notice within one (1) business day, and aim to resolve all requests within three (3) business days.

If Crazy Aaron Enterprises, Inc. is requesting return of the damaged item, a Customer Service Representative will provide you with instructions for returning the product using a prepaid UPS shipping label. Damaged and defective products must be received and inspected by a Crazy Aaron's representative before a replacement or credit is issued.

## **We Saved the Legal Stuff for the End!**

Crazy Aaron Enterprises, Inc. shall use reasonable efforts to meet any performance or delivery dates specified in the Order Confirmation or in these Terms & Conditions. Any such dates provided in the Order Confirmation or in these Terms & Conditions shall be considered estimates only. In the event that a natural disaster, a severe weather event, an industrial dispute, or civil unrest (also known as "Force Majeure") prevents Crazy Aaron Enterprises, Inc. from fulfilling an order or completing an order within a set time frame established under these Terms & Conditions or an Order Confirmation, Crazy Aaron Enterprises, Inc. will notify the purchaser of the delay or inability to complete the Order as quickly as possible.