



NEW CUSTOMER APPLICATION PACKAGE

Thank you for your interest in Bumkins!

Attached you will find all the paperwork required to set-up a wholesale account with Bumkins. All forms are required. Application does not guarantee approval.

Please do not hesitate to reach out if you have any questions.

Use this checklist to ensure you are sending the complete required information to us:

- New Customer Application
- Reseller Agreement
- Credit Card Form
- State Resale License or Business License
- Arizona State Resale License
- Photos of inside and outside of your store



RETAILER AGREEMENT v.2023

WARRANTY

Bumkins products are warranted against any defects in materials or workmanship for a period of 30 days from the date of purchase. Normal wear and tear is not covered. Customers are advised to keep their receipt or record of purchase for reference. Warranty issues or claims cannot be processed without proof of purchase from Bumkins or an authorized Bumkins retailer. Credit or replacements under Bumkins warranty are given at the company's discretion. For help servicing a customer, contact Bumkins for support or suggestions.

CLAIMS

Claims for shortage or rejection for defects must be made in writing within 14 days of receipt of shipment. Credit will not be issued on any products that have been altered or defaced in any way, nor upon those on which additional modifications have been performed. Bumkins' liability in respect to goods furnished hereunder shall be limited to the purchase price of the goods in respect to which damages are claimed.

RETURNS

All returns are subject to Bumkins' approval and a 20% restocking fee, and any return shipping costs are the retailer's responsibility. Items must be returned within 60 days of invoice date and must include a Return Authorization number (RA#), which can be obtained by calling Bumkins' Customer Service Department in advance of shipping a return. Bumkins accepts no responsibility for merchandise returned without prior authorization or for lost shipments.

MINIMUM WHOLESALE ORDERS

Opening orders for non-chain brick-and-mortar businesses must total at least \$300 (not including shipping). Re-orders must total at least \$150 (not including shipping). All orders must be paid in full before they are shipped.

Credit Card Payment: Bumkins accepts Visa and Mastercard. Bumkins does not accept Discover, American Express or PayPal. Online orders via bumkinswholesale.com accepts Amazon Pay, Visa, and Mastercard.

Overdue Accounts: Accounts will be subject to a finance charge of 2% per month or 26.8% per annum, commencing the first day after the invoice is due. Terms will be reverted to pre-payment if account is overdue or payment by check is returned NSF. There will be a \$30 service charge added to your account for any returned checks (NSF).

Collection Costs: Collection costs will be borne by the retailer if it becomes necessary to employ the services of a solicitor or outside agency to effect collection of the account.

BACKORDERS

Bumkins makes every effort to ship all orders in their entirety but from time to time may encounter stock shortages. Retailers that do not accept backorders, or those that require a phone call before orders ship must inform Bumkins at the time of the order. Bumkins will automatically ship backorders as stock becomes available. If stock does not arrive within 90 days, Bumkins will call to confirm or cancel the backorder. To avoid backorders, please request substitutions.

ONLINE SELLING

When establishing an account, retailers should disclose any desire to sell online. Sales of Bumkins products are restricted on many online marketplaces, including Amazon.com—without Bumkins' approval. eBay or auction sales are not permitted. All URLs selling Bumkins products need to be listed and pre-approved before selling. If at any point in time a retailer opens an online sales channel, **a URL must be provided** to and approval received before selling Bumkins products.

SHIPPING

Bumkins ships FOB from its warehouse in Phoenix, Arizona using FedEx or UPS Ground freight. If another method of shipping is requested, written routing instruction is required.

DROP-SHIPPING

Bumkins does not offer drop-ship options to ship on behalf of retailers to their customers.

PRE-SELLING

Bumkins does not allow retailers to pre-sell products. Do not list items for sale until they are in-hand.

WHOLESALE PRICING

All price lists, along with terms and conditions, are subject to change without notice. All listed prices exclude tax and freight.

RETAILER AGREEMENT 2023 Continued

TERRITORIES FOR SELLING

All Bumkins products may only be sold within the USA. Retailers must get approval to sell Bumkins products outside the USA, as many licensed products have territory restrictions and may only be sold in permitted countries. Please consult with a Bumkins sales representative to review approved regions for selling Bumkins products.

STORE LOCATIONS

Please list all locations where Bumkins products will be shipped and sold. This includes all store locations, warehouse locations and URLs.

PRODUCT SETS & COMBINATIONS

Bumkins products must be sold in the original units and sets as purchased. Bumkins does not permit retailers to create unique multipack sets of products, nor to break apart sets for individual sale. Any custom sets or groups of products must be arranged and preapproved by Bumkins.

PRODUCT PHOTOS/ADVERTISING

Retailers promoting Bumkins products in-store or via social media channels can obtain approved image files via email or download from the Bumkins photo portal. Bumkins requires approval of any account-created ads, descriptive copy, or claims made about Bumkins products. Please contact a sales representative for more information.

Retailer agrees to hold all trademarks of Bumkins as the property of Bumkins and use advertising materials provided by Bumkins in an authorized manner only.

MAP (Minimum Advertised Price)

Bumkins prohibits retailers from advertising its products online below 10% off MSRP, excluding manufacturer authorized sale programs.

This MAP policy preserves Bumkins' strong reputation for providing customers with high value products. Bumkins greatly appreciates the efforts of all retailers to distribute our products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for Bumkins customers.

1. The Minimum Advertised Price (MAP) for any Bumkins product shall be no less than 10% below the current Manufacturer's Suggested Retail Price (MSRP) as published on the Bumkins price sheet. MAP pricing is established by Bumkins and may be adjusted by Bumkins at any time at Bumkins' sole discretion.
2. The MAP policy applies to all advertisements of Bumkins products in any and all media, including, but not limited to: flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or similar electronic media, television, radio and public signage. The MAP policy is not applicable to any in-store advertising that is displayed solely within the store and is not distributed to any customers.
3. The inclusion of free or discounted products to create a package, gift-with-purchase or other incentive (regardless of whether the included products are made by Bumkins or another manufacturer) with a Bumkins product covered by the MAP policy is contrary to the policy if the inclusion of additional product has the effect of discounting the advertised price of the covered Bumkins product below the MAP.
4. MAP 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 consumer within the retailer's location or over the telephone. Bumkins retailers and sales representatives remain free to sell these products at any prices they choose.
5. Any strike-through or other alteration of the MAP is prohibited in any and all pricing displays, excluding those displayed solely within brick and mortar retail locations.
6. MAP does not establish maximum advertised prices. All retailers and sales representatives may offer Bumkins products at any price in excess of the MAP.
7. Bumkins' MAP policy does not in any way limit the ability of any retailer to advertise using phrases such as "at the lowest prices" or "will meet or beat any competitor's price," or to promote consumers to "call for a price" and/or similar phrases of import, provided that the product price advertised or listed is not less than the MAP.
8. Bumkins reserves the right to terminate the sales agreement due to violation of MAP policy at any time. Intentional or repeated failure to abide by this policy will result in termination of retailer's contract or sales representative relationships. It is Bumkins' sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.

RETAILER AGREEMENT 2023 Continued

9. Bumkins may occasionally approve the sale of certain Bumkins products at below the MAP pricing. The discount amount and duration of the promotion will be determined and detailed at the time of approval by Bumkins and will be made explicit in writing.
10. Periodically, Bumkins may run a sale, and in such case, the MAP will be the same as the sale price on those particular items and on those particular dates. Bumkins will send out a notice in advance with details of the special.
11. Bumkins may run a sale on discontinued items at its discretion.
12. Sales representatives of Bumkins products will supply a copy of the Bumkins MAP policy to any new or existing retailer. This form shall be completed, signed and returned to Bumkins, and in doing so, will bind the retailer to abide by the MAP and retailer requirements spelled out in this document.
13. If there are prices below MAP at either online or offline sources, Amazon may price Bumkins products at these advertised prices, in turn Amazon will price below Bumkins' MAP. In these cases, *"When a product's cost to Amazon does not allow for competitive retail pricing, we may request funding from you, which is deducted from your payments,"* according to Amazon.

In the case that Amazon requests funding from Bumkins for any product sales below MAP pricing, Bumkins reserves the right to chargeback the Amazon Seller that caused the price drop to recoup all costs incurred by Bumkins by Amazon as well as administration fees.

THIRD-PARTY ONLINE MARKETPLACES

Bumkins does not accept any new retailers who will sell directly on any marketplaces including but not limited to Amazon, Walmart, eBay, Rakuten, Alibaba, Temu, and/or discount or auction websites. Marketplace selling is not permitted in any territory.

ONLINE RETAIL STORES

All URLs selling Bumkins products must be provided and sales must be pre-approved by Bumkins.

EXCLUSIVITY : This is a non-exclusive agreement. All new Resellers requests will be reviewed on a case-by-case basis and final approval is at the sole discretion of Bumkins.

BUMKINS RETAILER AGREEMENT

By signing this agreement, Retailer agrees and acknowledges that they have read this agreement, understands it, and agrees to abide by all Bumkins terms and conditions in the Retailer Agreement v.2020, including the Minimum Advertised Price (MAP) policy for all Bumkins products, and restrictions on Amazon or online marketplace selling.

Agreed to By:

Company Name: _____

Company Representative: _____

Company Address: _____

City & State: _____ ZIP/Postal Code: _____

Company Phone Number: _____

Email Address: _____

Please provide any and all URLs/Websites (Amazon storefront or otherwise) operated by your company.
* Attach additional sheets if necessary.

Please provide a detailed list of territories you sell into both domestic and international.

_____ I certify that I am authorized to act on behalf of the business listed above, and I hereby acknowledge and agree with the terms of this agreement.

Principal Name (printed): _____

Signature: _____ Date: _____

Principal Name (printed): _____

Signature: _____ Date: _____

Please return this completed page to your Bumkins sales representative by fax at 877.286.3511 or by email at sales@bumkins.com.

IMPORTANT: Incomplete forms will result in rejection of application and no shipments will be made.

FOR OFFICE USE ONLY

Bumkins Account Number: _____

Approved By: _____