

wholesale@lolliandpops.com

Wholesale - Lolli and Pops

Welcome to Lolli & Pops! We are excited to you have you as a partner!

Here are our brief terms and conditions for Wholesalers at Lolli & Pops:

## 1. Placing Orders

Please fill out the wholesale contact response form at <u>Wholesale - Lolli and Pops</u> to connect with a representative on your first order. A Lolli & Pops representative will reach out to you within 72 hours. You may also contact <u>wholesale@lolliandpops.com</u> to determine the best way to place your orders.

# We work with the following Sales Agencies in the following States:

The Portico Collection: IA, NE, KS, MO, TX, AR, OK, LA

Lolli & Pops – Portico Collection

Fine Lines: AZ, WY, CO, NM, UT, CA, WA, OR, MT, ID, HI, AK, NV

LOLLI & POPS — Fine Lines (finelinescompany.com)

Schauben & Co: KY, NC, SC, AL, MS, TN, FL, GA

Lolli & Pops - Schauben & Co (appelmanschauben.com)

Lolli & Pops Inside Sales: MI, MN, WI, IN, OH, ND, SD, MD, VA, WV, CT, RI, NJ, NY, ME, VT, PA, MA

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#### 2. Minimum Order Value

For first-time customers of Lolli & Pops the minimum initial order value is \$400. All subsequent reorders must be a minimum of \$150.

## 3. Wholesale Pricing

All prices are listed in US dollars. All authorized retailers will receive products at their wholesale price, plus the cost of shipping. Due to the ever-changing supply chain market prices are subject to change without notice.

#### 4. MSRP

Products or goods purchased from Lolli & Pops should be sold at the manufacturer's suggested retail price (MSRP) or more but never below the retail value of the product. Note that Lolli & Pops reserves the right to sell its products only to those retailers who honor its pricing policies.

#### 5. Product Availability

Most of Lolli & Pops wholesale line is sold year-round. Seasonal and limited-edition products are available at varying times of the year and for a limited period and quantity. Inventory will not be held for future ship dates. All orders are based on immediate availability of in stock products.

## 6. Where you can sell

Lolli & Pops products may be sold at the retailer's store location(s) or on their business website. No 3<sup>rd</sup> party sellers unless otherwise approved by Lolli & Pops.

## 7. Exclusivity/ Territory Protection

Lolli & Pops offers a wide assortment of confections. With that being said we do not offer any one retailer or business exclusivity to our products.

## 8. Payments

Payments must be made prior to fulfillment at order entry. Lolli & Pops accepts payment via the following credit cards: MasterCard®, Visa®, Discover®, and American Express®.

## 9. Net 30 Terms

Lolli & Pops does not extend payment terms as policy but will consider extending credit terms to high-volume retailers, hotels, and government agencies. Note that in no event will Lolli & Pops extend terms beyond 30 days. Credit card payments will not be accepted for terms accounts.

#### 10. Shipping

Shipping is not included in the cost of goods. Shipping charges are a % of the total order. Orders typically ship via Fed Ex. From the months Mid-April to October depending on temperature and location we will ship Fed Ex 2-day with cold packs and shroud to avoid melting during high temperatures. Please note that shipping costs will increase during this time. If you are in a year-round warm state we will always 2-day ship, cold pack and shroud your shipment year round to avoid any damage or melting.

## 11. Shipping International Orders

Lolli & Pops does not ship internationally and cannot charge international credit card payments.

# 12. Delivery Window

Turnaround time is typically 7 to 10 business days from receipt of the order. Orders are processed in the order in which they are received. Turnaround times are subject to change based on seasonal demand and the volume of the order. Please contact <a href="wholesale@lolliandpops.com">wholesale@lolliandpops.com</a> for any questions or inquiries on your order.

#### 13. Returns

Lolli & Pops does not accept returns on unsold product or product that has expired. If something arrives expired Lolli & Pops will handle that issue on an individual basis directly with the customer. If items arrived damaged or unsellable Lolli & Pops will work with the customer on a resolution if that is a replacement or refund.

# 14. Damages, Defects, and/or Incorrect Orders

Please inspect all shipments immediately upon arrival and contact Lolli & Pops at <a href="wholesale@lolliandpops.com">wholesale@lolliandpops.com</a>, or by territory representative within 5 days of receipt of damaged or defective shipments. Damaged product will be replaced with new product, or the cost of the damaged product will be fully refunded to the retailer's account depending on the claim. Claims for damaged product will not be accepted if held for more than 10 days after receipt. If the retailer receives an incorrect order, Lolli & Pops will ship the correct order at Lolli & Pop's expense and may, at its discretion, send a call tag to have the incorrect product returned, also at Lolli & Pop's expense.

## 15. Out of Stock Items

If ordering directly with Lolli & Pops the inside sales rep will notify the retailer of any out-of-stock items and suggest alternatives. Lolli & Pops will work with field sales reps and agencies to focus sales on available inventory only. During tradeshow season Lolli & Pops will allow backorders to allow for full

assortment of goods to be showcased and purchased. The retailer, at its discretion, may elect to cancel or accept later shipment of non-availble items at the time of purchase.

## 15. Shelf Life of Goods

Lolli & Pops is a giftable item but also still perishable. We will always guarantee at least a 3-month selling window and shelf life on all goods but Lolli & Pops does not make goods on demand therefore expiries may vary by goods and timing of purchase.