



JULIE LINDH

## **RETAILER AGREEMENT**

### **TERMS AND CONDITIONS**

We are pleased to partner with you as an authorized retailer of JULIE LINDH brand based upon the terms and conditions of this agreement to which you will be referred to as the CLIENT.

#### **Opening Orders**

Minimum opening order is \$500. A Seller's Permit must accompany initial purchase order. Please allow one week for initial order to be reviewed and approved.

#### **Re-Ordering**

All re-orders are a minimum of \$250. Orders that do not meet the minimum of \$250 may be charged a \$25 special order fee.

#### **Testers**

One tester of each product will be included free of charge with each opening order should retailer purchase 3 units of one SKU. Should retailer purchase less than 3 units of one SKU they will be responsible for purchasing tester. Additional testers may be purchased at our tester pricing. Please order additional testers as needed. The intended use of testers is for customer sampling, not for use promotion or personal use.

#### **Pricing**

Pricing is set at MSRP retail for ALL JULIE LINDH products. In good faith the CLIENT agrees not to engage in any promotion in which any discounts are expressed as a percentage of or off JULIE LINDH suggested retail prices unless previously discussed. All prices are subject to change at any time.

#### **Shipping**

Shipping is paid for by CLIENT. Applicable UPS Ground and/or USPS shipping fees will be added at the time of delivery and are based on total gross weight of all packages.

#### **Damages and Returns**

Damages must be reported immediately upon receipt of merchandise. Returns must be approved by JULIE LINDH and, subject to the condition in which they are returned, may be subject to a 20% restocking fee. In case of damaged product during shipment, we will make determination to ship replacement products at our cost, or issue credit.

#### **Resale**

Product shipped under this or any purchase order is for resale only at the physical location approved by JULIE LINDH. Product cannot be exported, sold, transferred or given to another entity, vendor, distributor or anyone else that has the intention to re-sell the product. JULIE LINDH products may not be shipped to a substitute location or sold over the internet without the prior written approval of JULIE LINDH. JULIE LINDH does not accept transfers of products between store locations without prior approval.

#### **Brand Identity**

The CLIENT should uphold the standards of JULIE LINDH.

- Positioning should be in key traffic areas of store.
- Product positioning should be clear and well maintained
- Qualitative and appropriate signage
- All JULIE LINDH branded marketing collateral must be approved

- The CLIENT shall not engage in any form of advertising, promotion or other public communication relating to JULIE LINDH merchandise without JULIE LINDH prior written authorization.

**Product Training**

JULIE LINDH will provide you and your team with special training session either by phone (or in person where applicable) to assist in the selling and communication of the brand. Ongoing education will be handled on an "as needed" basis and our website (www.julielindh.com), as well as supplemental information will continue to be updated to provide an ongoing educational resource for you. Your success with and enjoyment of JULIE LINDH is our goal.

**Website**

The CLIENT may not sell or engage in any form of advertising or promotion relating to JULIE LINDH merchandise without prior written approval from JULIE LINDH. The CLIENT will work directly with the JULIE LINDH sales & marketing team to provide updated and effective communication via CLIENT website including marketing plan, visibility and customer reach.

**Duration and Termination of Contract**

The initial term of this agreement will commence on the date of signature until the 31<sup>st</sup> December of the current year. Unless previously terminated, this agreement will be extended for successive terms of one fiscal year each, unless either party gives written notice to the other 60 days prior to the expiration of this agreement. In case of failure from the CLIENT including, but not limited to:

- non payment of invoices
- resale of products to non-authorized retailers/persons
- any act which compromises the brand image of our products and/or network and/or strategy where the CLIENT should not satisfy the agreed upon conditions of the present agreement.

JULIE LINDH may immediately and in full right terminate the present contract 48 hours after formal notice has been unsuccessful without prejudice against seeking damages. Within 10 days after termination of this agreement, the CLIENT may no longer use the JULIE LINDH trade name.

Signature below attests to financial ability and willingness to pay all invoices in accordance with the terms and provisions noted herein.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Please Sign and return to [jennifer@julielindh.com](mailto:jennifer@julielindh.com)  
[www.julielindh.com](http://www.julielindh.com)