

COOLIBAR DOMESTIC WHOLESALE POLICY

Coolibar Guidelines:

- Wholesale Pricing is 50% off MSRP retail price. All 3rd party products are excluded [i.e sunscreen, sunglasses etc.]
- Minimum opening order is \$2,000 USD.
 - Yearly minimum of \$3,000 USD. If end of year sales are not met, account status will become inactive.
 - Minimum order quantity of 3 units, or \$100.
- Volume Discounts available for the below benchmark sales during the calendar year, applicable for the next calendar year's orders.
 - A Volume Discount available for accounts that order more than \$50,000 in a calendar year. The Volume Discount will be 5%. All accounts are audited during the 1st week of the new calendar year to ensure the guidelines are being met.
 - A Volume Discount is available for accounts that order more than \$100,000 in a calendar year. The Volume Discount will be 10%. All accounts are audited during the 1st week of the new calendar year to ensure the guidelines are being met.
- A Federal and Resale Tax ID, directly associated with the business, is required and the purchase intention is for resale. We do require either a Tax Exempt, Resale Certificate or a Sales for Export Document to be on file. By not having the document on file, you accept the responsibility in paying for all necessary taxes. The documents must be submitted at the time the account is opened. The account is responsible for providing up to date Resale Certificates on a yearly basis, or prior to the certificate expiration date.
- Coolibar requires that a Minimum Advertised Pricing Policy be adhered to at all times:
 - Must maintain MAP pricing or higher.
 - Discounting is only permissible if the sku is already marked down on coolibar.com
 - The 1st violation will be a verbal notification of pricing violation.
 - The 2nd violation will be in writing of the pricing violation.
 - The 3rd violation will result in closing of the account.
- If the account is not approved for Terms, pre-payment for orders is required and can be made by any of the following methods: credit card or wire transfer.
- An account may apply for Net 30 Terms by submitting the necessary Trade References and Credit Application:
 - The approval process will take a minimum of 7 – 10 business days.
 - All new and existing accounts must pay via credit card while the Credit Application is being processed, if product is needed before the terms request has been approved.
 - Accounts with a past due balance are subject to a 5% late fee which will be applied to the open invoices, and the account status will be moved to inactive until payment is received and balance is current.
- Address in which product is physically being sold from must be provided. Any new store locations/addresses must be approved by the Coolibar Wholesale team prior to shipping and selling Coolibar product.
- Special shipping requirements must be approved with the Coolibar Warehouse and Distribution Departments to ensure that Coolibar can meet the necessary standards.
- Coolibar does not offer a drop ship program.
- Coolibar does not accept returns or exchanges. All orders must be inspected for accuracy and quality assurance within 10 business days upon receiving the product. In the event of any discrepancies, notify the sales representative discrepancies within this time frame.
- All Coolibar branded racks must only feature Coolibar products.

COOLIBAR ACCOUNT WEB CONTENT AND IMAGE USE POLICIES

Coolibar Account Web Content Policy:

- To qualify in presenting Coolibar in your On-Line Store, you must have Brick and Mortar locations and that written approval has been granted by Coolibar before opening your On-Line Store.
- After approval has been granted by Coolibar to open your On-Line Store, the following criteria must be adhered to when operating the approved business model:
 - **On Line Web Presence**
 - In general, the listing and selling of Coolibar merchandise online via your website or any subsidiary websites is strictly prohibited - unless written approval has been granted by Coolibar.
 - **Marketplaces & 3rd Party Platforms**
 - The listing and selling of Coolibar merchandise on or to Amazon, additionally syndicated and/or any other 3rd party platforms/websites is strictly prohibited.
 - **Digital Marketing**
 - Digital marketing activities including but not limited to, Paid Search, Display Advertising, Product Listing Ads, Retargeting, Social Media Advertising via platforms including but not limited to, Google Ads, Bing, Yahoo, Criteo, Facebook, Instagram, Twitter, Pinterest, is strictly prohibited.
- Coolibar requires that an Internet Minimum Advertised Pricing Policy be adhered to at all times in your on-line store:
 - Prices will need to reflect the MSRP that is outlined in the Wholesale Workbook or on Coolibar.com
 - No Discounting / Markdowns are permissible until Coolibar initiates such Discounts / Markdowns and failure to observe such pricing policies will result in the following steps:
 - The 1st violation will be a verbal notification of the pricing violation
 - The 2nd violation will be in writing of the pricing violation
 - The 3rd violation will result in closing of the account
- Imagery used in the On-Line Store must be provided and or approved by Coolibar for Brand and Color Consistency.

Coolibar Image Use Policy:

- Images can be requested through your Sales Representative for the following purposes:
 - Store Signage
 - Store Displays
 - Store Training Materials
 - Store Advertising that will take place in print, newspaper, magazines, catalogs, social media etc...
- All imagery must have the Coolibar brand mentioned in the copy and or Coolibar name called out in and around the image.
- Proof of final ad must be approved by Coolibar's VP of Brand before going to print.
- All content including text, graphics, logos and images are copyrighted by Coolibar.
- Image requests must be submitted two-weeks in advance and depending upon the scope of work, a longer lead time may be required.

By signing this document, you acknowledge our policies and are in full understanding of our procedures.

Store Name

Print Name

Sign Name

Resale Tax ID #

Federal Tax ID #

Sales Representative Opening Account

Date