



# RETAIL/E-COMMERCE TERMS & CONDITIONS

**All Trapp Fragrances customers must adhere to the following retail and e-commerce terms & conditions of sale. Failure to adhere to the following will result in immediate termination of your Trapp Fragrances wholesale account.**

Trapp requires MAP (minimum advertised pricing) of at least double the wholesale price (keystone). Any account violating this policy can be rejected and denied.

- Discounting of Trapp product (including via store/site wide coupon) is not allowed without one of the following:
  - Written, pre-approval by Trapp including a specified discount & duration of promotion.
  - Approval to participate in a specific brand promotion sponsored by Trapp.
- Discounting of Trapp product is allowed under the following circumstances:
  - Seasonal merchandise remaining in approved retailer's inventory after the targeted selling season is over.
  - Merchandise in the approved retailer's inventory that has been discontinued by Trapp.
- Selling of any tester or consumer promotional product without the written consent of Trapp is strictly forbidden.
- Testers are limited to 1 per case of candles ordered.
- Trapp is intended to be sold at the store location to which the product is shipped. If the product is to be sold at or redistributed to any other location, this retailer must obtain prior written approval from Trapp. All address and/or name changes must be submitted and approved in writing. Redistribution of Trapp products to any unapproved address, location or entity is strictly forbidden.
- Selling via any third-party website (including, but not limited to, Amazon, eBay, etc) without express written consent from Trapp is forbidden.
- Any Internet sales of Trapp products requires pre-approval by Trapp and all e-commerce sites must adhere to all terms & conditions.
- Trapp requires full disclosure of any and all business names under which Trapp products will be available for sale.

## TERMS & CONDITIONS

Retailer warrants that the information provided in this application and the Sales/Use Tax Exemption Certificate is true and complete. Retailer agrees to notify Trapp Fragrances, in writing, of any changes to information provided in application regarding financial status of retailer. Retailer hereby agrees to pay invoices pursuant to these terms and conditions. All past-due accounts shall be charged interest at a rate equal to the lesser of 1.5% per month or the maximum amount allowed by law. Trapp Fragrances will not ship orders to past-due accounts. Failure to pay invoices in full by the due date may subject retailer to collection. Once an account goes to collection, Retailer must re-apply and obtain approval from Trapp Fragrances for all future orders. Retailer agrees to pay for all reasonable fees and expenses (including attorney's fees and court costs) of collection on this account. Retailer authorizes Trapp Fragrances to verify and collect information, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Retailer hereby grants to Trapp Fragrances, as a secured party, a purchase money security interest in all goods purchased from Trapp Fragrances. Retailer agrees to not display or use any website depictions or references to Trapp Fragrances products, logos, or trademarks without the prior approval of Trapp Fragrances.

## POLICIES

- Trapp Fragrances product line has an annual minimum purchase to maintain active customer status.
- Initial new customer minimum order quantity = \$1,500
  - Annual minimum purchases thereafter must be greater than or equal to \$1,500.
  - The minimum is subject to a 12-month rolling calendar that commences (but does not include) the first order.
  - Minimums also include customers with multiple locations and are applicable to each:
    - Example: a chain with 15 locations must purchase at least \$1,500 per location with an annual minimum of \$22,500 (15 x \$1,500).
  - If the above minimums are not met, Trapp Fragrances has the right to terminate the account.
- Customers requesting payment terms will be required to submit applicable documents such as bank references, etc in order to establish credit. Annual minimum purchases for customers with payment terms is \$5000 based on a rolling 12 month calendar.
- Trapp Fragrances reserves the unilateral right to reject any application or order at any time.
- Special delivery instructions must be noted up front with all new customers.
- Trapp Fragrances reserves the right to limit the number of retailers based on distance at our own discretion.
- Although a retailer is free to independently establish its own retail price, Trapp Fragrances will, without liability, cancel all orders and refuse to accept any new orders from any retailer if Trapp Fragrances determines in its sole discretion that the retailer has advertised, promoted, offered or sold any product of Trapp Fragrances at a price less than two times the price for which the retailer paid Trapp Fragrances (keystone) or such other price established by Trapp Fragrances from time to time.
- Trapp Fragrances will be sold only to approved accounts/locations.
- Promotional/discounted product offered by Trapp Fragrances must explicitly be used according to the Terms & Conditions of the promotion. Failure to adhere to Terms & Conditions will result in invoice for the discounted or free product.
- Retailers must have written permission to sell Trapp Fragrances products via the internet and approval for each distribution channel.
- Any website depictions of or references to Trapp Fragrances products, logos, or trademarks must be pre-approved by Trapp Fragrances.
- Trapp Fragrances is intended to be sold at the store location to which the product is shipped. If the product is to be sold at or redistributed to any other location, the retailer must obtain prior written approval from Trapp Fragrances.
- All address changes must be submitted in writing.
- Trapp Fragrances charges a 10% shipping and handling fee to all orders less than \$1500 (net of any promotions or discounts). Any changes from standard Trapp Fragrances shipping methods must be submitted in writing at the time of order.
- Trapp Fragrances WILL NOT ship orders to past-due accounts. Accounts going to collection will be responsible for the past due amount, attorney/collection fees, and legal expenses associated with the collection. Once an account goes to collection, the retailer must re-apply and obtain approval from Trapp Fragrances for all future orders.
- Trapp Fragrances product specifications, prices, and terms and conditions of sale are subject to change without prior notice—please contact Trapp Fragrances to verify product information is to your satisfaction before placing your order.
- All claims for damaged goods must be accompanied with pictures to be considered for credit.
  - Trapp Fragrances has the right to reject claims without proper documentation and/or pictures.
  - Claims must be submitted within 30 days of product receipt.
- All sales are final.
- All refused or returned orders must be authorized and are subject to a minimum of a 20% restocking fee pending inspection upon receipt. Trapp Fragrances is not responsible for freight.