

W.S. Badger Company, Inc.

Wholesale Policies

Product Minimums & Freight Charges: There is no minimum order! Orders shipped within the contiguous United States will be shipped freight-free with a minimum order of \$150. Orders less than \$100 pay \$7.00 shipping & handling. Orders between \$100 and \$150 pay \$10.00 shipping and handling charge. Orders shipped to AK or HI will be charged \$15 for all orders. International orders will be charged actual freight.

Returns & Restocking Fee: We charge a 20% restocking fee for all Badger products returned for credit. Product must be in resalable condition. Prior authorization is required; please contact Customer Service for RMA #. If a customer is not satisfied with their Badger product and returns it to your store, we are happy to credit your account with no restocking fee -- just give us a call.

Terms & Payment Options: Payment terms are 1% 10, Net 30 with approved credit. Please expect 3 days processing time when applying for 1% 10, Net 30 terms and prepay with credit card for fastest turn-around. Late charges of 18% annual interest will be assessed on all past due accounts. Orders can be prepaid with a check or credit card or shipped C.O.D. (Please note that UPS C.O.D. charges will be incurred.) We accept Visa, MasterCard, American Express and Discover. The 1% early pay discount does not apply to orders paid with a credit card.

Territory Limitations: The sale or distribution of Badger products outside the United States or to a third party other than an end-consumer is strictly prohibited unless specifically approved in writing by Badger. Badger reserves the right to cancel or limit the sale of its products to parties whose sales and distribution strategies are incompatible with those of Badger.

Internet Retailer Requirements: Web sites must have a secure certificate by a recognizable and reputable company, and privacy and customer service policies compatible with those of Badger. Business ethics and environmental practices by the web retailer also need to be compatible with the W.S. Badger Company, Inc.'s practices and policies. Once approved, the web retailer must have a physical business address to receive products via UPS.

We require that accounts have a web address of their own and be selling the Badger products on that site (an individual URL, not a subdirectory of someone else's URL such as an Amazon.com storefront). Additionally, you cannot sell product through any online auction site such as EBay.

Badger products should be represented as part of a category of like product, which makes up a portion of the offering sold online by the web retailer. Once approved, we will send necessary images free of charge in order to maintain a consistent presentation of our product line on the web. All Badger written material, including text from the website, our catalogs and other written documentation, may be used with the express written consent of the W.S. Badger Company. Once complete, the presentation of the Badger line on your site must clearly differentiate from Badgerbalm.com and must not confuse a "reasonable consumer".

Badger will review your site prior to setting up an account and reserves the right to refuse sales at its discretion. Badger will also review your site periodically to ensure ongoing compliance with this policy.

Minimum Advertised Price Policy (MAP):

The MAP policy shall apply to all Badger products. Our minimum advertised price for Badger products is **85% of Suggested Retail Price (SRP)**, which equals a 15% discount off of SRP. Resellers may offer products on promotion at a lower advertised discount only with written permission from W.S. Badger Company. The MAP policy may be adjusted by Badger at its sole discretion.

The MAP Policy 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 customer within the Reseller's retail location or over the telephone. Badger Resellers remain free to sell MAP products at any prices they elect. This MAP Policy does not in any way limit the ability of any dealer to advertise that they "have the lowest prices" or they "will meet or beat any competition's prices," that consumers can "call for a price" or similar phrases as long as the price advertised or listed is not below MAP.

Badger will be reviewing all internet commerce sites to ensure consistent adherence to this policy. In cases of violation of this MAP policy, Resellers will be allowed twenty-four (24) hours to bring advertising into compliance. If no change is made within the allowed period, all shipments will be discontinued until the necessary changes are made. In cases of intentional and/or repeated failure, Badger will terminate all orders to Reseller. Badger will not provide prior written notice or issue warning before taking action under this Policy. Badger reserves the right to cancel or limit the sale of its products to parties whose sales and distribution strategies are incompatible with those of Badger.

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