

COOLIBAR INTERNATIONAL WHOLESALE POLICY

Coolibar Guidelines:

- Wholesale Pricing is 50% off MSRP retail price plus additional 10% off Wholesale Pricing for men's and women's product, excluding youth and umbrellas. All 3rd party products are excluded [i.e. sunscreen, sunglasses etc.]
- Minimum initial order is \$2000 USD.
 - Yearly minimum of \$3,000 USD. If end of year sales is not met, account status will become inactive.
- Coolibar requires that a Minimum Advertised Pricing Policy be adhered to at all times in 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
- Payment for orders can be made by ACH bank/wire transfer and any of the following Credit Cards - American Express, Visa, MasterCard or Discover
- An account may apply for Net 30 Terms by submitting the necessary Trade References and Application:
 - The approval process will take 7 – 10 business days
 - If you are a new account, we request the opening order be paid by Credit Card while the approval process is taking place
 - If your account is over 30 days past due, your account will go on hold until we receive payment and you will be subject to a 5% late fee
- For accounts with Special Shipping Instructions, Coolibar approval is required before opening the account to ensure the Warehouse and Distribution Departments can meet the necessary requirements.
- You must provide an accurate ship to address and confirm correct ship to address for each order.
- If order is lost in transit, Coolibar will provide a credit and an alternate address will be needed for future deliveries.
 - If order is lost in transit, we will suggest using a freight forwarder located in the US.
- If shipping to a country that requires legalization of commercial invoice, you will be responsible for the \$25 legalization fee of each order.
- Depending on your location you may be asked to provide a Tax ID or Business ID to properly import your order.
- If a tax ID or Business ID is not required to import your orders, you will be asked to provide a copy of your business license that allows you to operate your business.
- Coolibar does not collect any brokerage fees, import duties, tariffs, or similar taxes at the time you place your order. You will be asked to pay the applicable amount at the time your shipment is released to you.
- Coolibar does not offer a drop ship program.
- Coolibar does not accept returns unless product was received incorrectly or damaged and has been approved thru the Coolibar Operations Team. All orders must be inspected for accuracy and QA issues within 15 business days upon receiving product, notifying the sales representative with any discrepancies within that time frame.
- You agree to adhere to Coolibar's merchandising standards and display our product appropriately. Any custom-made fixtures that are supplied will be limited to merchandising Coolibar product only and the account will be prohibited in using the fixture for other branded merchandise.

- Orders that are placed through the Factory as a “Direct To Customer” ship will require following:
 - The order to be placed 6 months in advance
 - A 10% down payment at the time the order
 - should the order need to be cancelled, Coolibar will retain the 10% Deposit to help cover the costs already incurred
 - Meeting an established Unit Amount and or Dollar Amount for product

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

Federal Tax ID #

Sales Representative Opening Account

Date