

Becoming An Art Clay[™] Wholesaler or Distributor

Qualifications:

- Applicant Company/Business must be owned and located in the United States of America or in Canada
- Applicant Company/Business must have a valid resale license for their state(s) of operation
- Applicant Company/Business must have been in operation for at least 2 years
- Applicant Company/Business must have a brick-and-mortar storefront accessible to the public
- Applicant Company/Business must be willing to work with an Art Clay Certified Instructor to ensure employees are
 properly educated about Art Clay brand products
- To become a Distributor, the Applicant must have held an Art Clay World USA, Inc account as a Wholesaler or Instructor for at least two years, with annual purchasing amounts to suggest sustainability of a Distributorship account.

Art Clay Brand Regulations

- Art Clay Brand Products are subject to a MAP agreement whereby no Distributor, Reseller, or Instructor shall sell Art Clay Brand Products below a 20% discount from SRP.
- Selling and shipping of Art Clay Brand Products is only available within the U.S. and Canada.
- Wholesalers/Distributors/Resellers are prohibited from listing/selling Art Clay brand products on public eCommerce sites (including, but not limited to Amazon, eBay, Walmart.com, Craigslist, Wish, Shopify, Spotify, etc.)

Wholesale vs Distributorship Accounts

Wholesale accounts receive 20% off retail for Art Clay .999 Fine Silver. Discounts given on other Art Clay Brand products (Art Clay Copper, Art Clay 950 Pro Sterling, Art Clay Bronze) as well as other products offered by Art Clay World USA, Inc may vary. Wholesale orders must each reach a minimum of \$500 in any combination of products. Distributorship Accounts receive 40% off retail for Art Clay .999 Fine Silver. Discounts given on other Art Clay Brand

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Prices and Payments

Price lists are available to bulk purchase accountholders at any time upon request. Prices may change; ACWUSA will notify any accountholders by email at the time of any order if prices differ.

All payments made to ACWUSA are acceptable in U.S. dollars only. It is the responsibility of the bulk purchaser to send all payments in U.S. currency. Payments may be made by check, bank transfer, wire transfer, major credit card, or money order.

Bulk accounts must pay for their products at the time of purchase and are not entitled to Net Terms or the extension of any line of credit. Once an order is placed, ACWUSA will contact the bulk purchaser with their total including any charges for freight. The order is shipped upon payment. Any orders not paid for within 21 days will be automatically cancelled.

Placing Orders

Orders must be placed in writing, by email or fax and should include a quantity, ACWUSA item number, short description, and price for each item requested. Should any order be placed by telephone, an email of the order will be sent requiring approval before the order will be processed. If there are any price discrepancies, ACWUSA will not process the order unless confirmation of correct pricing has been obtained. Should an order be placed for any items out-of-stock or on backorder, the order will be shipped in part, with any backordered items to be shipped as soon as they become available.

Return Policy

ACWUSA will accept items for return only when accompanied by a Return Authorization (RA) form/number. To obtain an RA, the purchaser must contact ACWUSA within 5 business days of receipt of the materials in question. Items deemed faulty or damaged, or any item received due to vendor error, are granted RAs immediately; upon receipt of returned items all return shipping fees and product costs are credited to the accountholder, and any exchanged materials shipped out. Any items to be returned due to purchaser order error or change of mind incur a 10% restocking fee, and shipping charges are not credited. Any items returned without first receiving an RA will incur an 10% restocking fee and any shipping charges will not be credited. ACWUSA is not responsible for and will not authorize return for any items not sold/used by a bulk purchaser, regardless of time passed.

Confidentiality

Purchasers shall not release the details of their pricing arrangements with ACWUSA to any third party, nor shall they release any other confidential company information to any other third party.

Industrial Property, Copyright, and Trademark Rights

Purchasers shall not incorporate the trademarked and copyrighted name "Art Clay" into their business name or logo without the express written consent of ACWUSA. Bulk account businesses shall not make any application for the registration of, or register any industrial property, or use any sort of "Art Clay" logo with respect to ACWUSA products without the express permission of ACWUSA. Appropriate logos are provided upon request.

If you are the owner of a licensed business and believe your company meets all of the criteria above, and wish to establish a Wholesale or Distributor account with Art Clay World USA, Inc., please contact Katie Baum: <u>Katie@artclayworld.com</u>.