



DIV Sutherland Products, Inc., PO Box 13 Stoneville, NC 27048 • 336-548-6035 • charliesoap.com

### **Reseller Responsibilities:**

1. **Minimum Requirements and Restrictions:** To maintain the status of “Authorized Charlie’s Soap Retailer”, said retailer must abide by the following policies:
  - a. For both Direct and Distributed retailers:
    - i. Retailer will adhere to our MAP policy (stated below)
    - ii. Retailer will not be a 3<sup>rd</sup> Party Retailer on any ecommerce platform without express, written consent.
    - iii. No reseller or wholesale buyer may repackage, relabel or in any way tamper with the packaging of Charlie’s Soap. Charlie’s Soap, as a brand, is to be sold to the consumer exactly as it arrives.
  - b. For Direct retailers only:
    - i. Retailer must have a valid Federal Tax ID and Sales Tax ID.
    - ii. Retailers must order at least \$250 per month per SKU.
2. **Ordering Instructions:** Charlie’s Soap is distributed by UNFI, DPI, KeHE, Spartan Nash, ACE Hardware and some smaller distributors. Following are instructions on how to order direct from Charlie’s Soap
  - a. Our preferred order process for most accounts is via our vendor portal at [www.charliesoap.com](http://www.charliesoap.com).
    - i. Click [Login](#) at the top of the page.
    - ii. If your account has been approved, you will see wholesale pricing.
    - iii. Follow the on-screen prompts to fill your shopping cart and check out
    - iv. Choose your shipping method. You may provide a PO if you have one.
  - b. We can also take orders via EDI, email, phone or fax.
    - i. Contact [morgan@charliesoap.com](mailto:morgan@charliesoap.com) if you wish to get set up with EDI.
    - ii. Email [orders@charliesoap.com](mailto:orders@charliesoap.com) if you wish to order via email.
    - iii. Fax orders to 800-432-6007.
    - iv. Phone 800-854-3541, and ask for customer service to place your order over the phone.
3. **Payment:** Applicable to retailers buying direct from Charlie’s Soap.
  - a. Initial orders must be paid for via credit card, check or cash equivalent **BEFORE** shipment. You can pay via credit card at check out from our web portal.
  - b. “Payment before shipment” terms: these invoices must be paid via cash, cash equivalent or credit card before your order will ship. If your credit card is out of date or otherwise incorrect, you will be notified by our Accounts Receivable department and your order process will halt. There is no fee for payments made before shipment. All invoices for drop ships must be paid for before shipment.
  - c. “Payment after shipment” terms are issued at the discretion of Sutherland Products, Inc. and are subject to change. A **credit check fee** of \$30 will be charged to the customer at the time of request for such terms. All invoices for drop ships must be paid before shipment.
  - d. “Payment after shipment” terms, e.g. net 30: these invoices must be paid in full **on the due date** via cash or cash equivalent. Payments on such terms made with credit card will incur a 4% finance fee.
  - e. If a payment is made after the agreed upon due date, a 1.5% per month (compounded daily) finance charge will be charged to your account, minimum \$15. Subsequent shipments may be withheld until the account is made current. You will be notified if your account becomes late and a statement will be issued.
  - f. Delinquent accounts may be turned over to collections where fees, penalties and reasonable attorney’s fees will be added.
4. **Pricing:** MSRP for each of our items is included in the sell sheet available for download [here](#). MAP is enforced, and our policy is this. To maintain status as an authorized retail of Charlie’s Soap products, a reseller will keep their everyday retail price at or above the listed MAP level. Exceptions are limited to the following: TPRs, coupons, frequent shopper programs that customers must actively sign up for and participate in, and liquidations. In all cases of lowering the price, the reseller will do everything in their power to prevent price scraping by price matching websites.
5. **Reships, Credits, and Refunds:** Reseller will be responsible for honoring customer refunds. Sutherland Products, Inc. may credit the reseller’s account the amount they paid for returned items due to manufacturer’s defects. Orders provided with incorrect shipping information will be corrected at reseller’s expense: \$12 per package. No returns will be accepted 90 days after purchase.



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**Sutherland Products, Inc.'s Responsibilities:**

1. **Order confirmation and shipment:**

- a. Sutherland Products will immediately respond to orders submitted through [www.charliesoap.com](http://www.charliesoap.com). This response will be emailed to the email we have on file. If you do not receive a notice of your order, chances are your order was not completed. You can check your order status on the website.
- b. All orders' paperwork will be prepared within 3 business days.
- c. Invoices will be emailed or mailed upon request at the time of shipment.
- d. If your prices are designated as FOB Stoneville, NC and Sutherland Products arranges for shipping, your invoice will contain shipping cost as an extra line item.
- e. Should an account be on hold for non-payment, Sutherland Products will confirm the account status with the reseller promptly.

2. **Shipment confirmation:**

- a. After an order has been received, and processed, and prepped for shipping, invoices and tracking numbers will be issued and emailed or made available on the website.
- b. Bills of Lading will be faxed or mailed when the product ships LTL.
- c. Most orders ship via FedEx but Charlie's Soap can ship via USPS, LTL or truckload.
- d. If your prices are designated as FOB Stoneville, NC and Sutherland Products arranges for shipping, your invoice will contain shipping cost as an extra line item.
- e. Please allow 3 to 14 days for shipment. In the case of a back order, you will be notified about the delay and asked whether we should hold or cancel the order. A shipment can be expedited (sent to the front of the line upon receipt) for a \$10 fee (subject to time constraints).
- f. Should an account be on hold for non-payment, Charlie's Soap will confirm the account status with the reseller at the time of the purchase order.

3. **Pricing:** Sutherland Products may change prices without notice at any time. If the customer has an explicit agreement with us about the timing of price changes, we will adhere to those agreements.

4. **Reships, Credits, and Refunds:** Should your order be damaged by shipping that Sutherland Products arranges, we will reship your order or credit your account for the purchase. Sutherland Products will credit the reseller's account the invoiced cost of any items returned due to manufacturer's defects. If Sutherland Products makes an error in shipping, we will reship your order at no extra cost. No returns will be accepted 90 days after purchase.

5. **Promotion:** Sutherland Products may list Reseller's contact information on our website and social media outlets. Reseller will also receive POS material when available and requested. Sutherland Products periodically sends emails to its customers notifying them of new stores. If you are planning a show, let us know if we can help. *Samples* may be available upon request. Restrictions apply. Your company may use Charlie's Soap images and logos only to promote the Charlie's Soap brand.

6. **Customer Service:** We will provide technical and sales support to you as a reseller and your customers. Contact us for employee-training possibilities. We are here to make your experience with Sutherland Products and Charlie's Soap a pleasant one – always.

7. **Privacy Statement:** We are committed to protecting your privacy. Authorized employees within the company on a need-to-know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. We will investigate any instances of hacking with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.