

WHOLESALE AGREEMENT



Poppy Handcrafted Popcorn

PO Box 18448

Asheville, NC, 28814

828-552-3149

wholesale@poppyhandcraftedpopcorn.com

wholesale.poppyhandcraftedpopcorn.com

Welcome! We love our partners and are always happy to share our products with new retailers.

Here are our brief terms and conditions:

1. Placing Orders

Please complete this [application](#), in its entirety, to become qualified as a wholesale account. Once qualified, a Poppy team member will contact you to assist you in placing your first order. You may also contact wholesale@poppyhandcraftedpopcorn.com to determine the best way to place your orders.

2. Minimum Order Value

For first-time customers of Poppy Handcrafted Popcorn (Poppy), the minimum initial order value is \$350. All subsequent reorders must be a minimum of \$200.

To remain active and eligible for wholesale pricing, retailers must place an order within a month of their approved wholesale application and make at least one purchase per every three-month period.

3. Wholesale Pricing

All prices are listed in US dollars. All authorized retailers will receive products at their wholesale price, plus the cost of shipping. Prices are subject to change without notice.

4. MSRP

Products or goods purchased from Poppy Handcrafted Popcorn should be sold at the manufacturer's suggested retail price (MSRP). For promotions or specials, products may be discounted by up to 15%

without Poppy's prior approval. Note that Poppy reserves the right to sell its products only to those retailers who honor its pricing policies.

5. Product Availability

Most of Poppy's wholesale line is sold year-round. Seasonal and limited-edition products are available at varying times of the year. Always check the Poppy wholesale website at <https://wholesale.poppyhandcraftedpopcorn.com/> or email us at wholesale@poppyhandcraftedpopcorn.com for the most accurate information around product availability. *Flavors featuring chocolate will not ship between May 1 and August 31.*

6. Where Poppy Products Can Be Sold

Poppy products may be sold at the retailer's store location(s) or on their business website. Poppy Handcrafted Popcorn products **may not** be sold on Amazon, Google, eBay, or any other such ecommerce or auction site.

7. Exclusivity

Poppy does not offer any one retailer or business exclusivity to its products.

8. Payments

Payments must be made prior to fulfillment, unless terms have been established. Poppy accepts payment via the following credit cards: MasterCard®, Visa®, Discover®, and American Express®.

9. Net 30 Terms

Poppy will consider extending credit terms to established, high-volume retailers, hotels, and government agencies. Note that in no event will Poppy extend terms beyond 30 days. Late payments will result in an additional 5% penalty for every 15 days an invoice remains unpaid and terms may ultimately be removed. Checks returned due to insufficient funds will result in a charge of \$35.00 to the retailer to reimburse Poppy Handcrafted Popcorn for bank fees and other costs. Credit card payments will not be accepted for terms accounts.

10. Shipping

Shipping is not included in the cost of goods. Shipping charges are 14% of the total order. Orders typically ship via UPS.

11. Shipping International Orders

Poppy does not ship internationally.

12. Delivery Window

Turnaround time is typically 10-14 days business days from receipt of the order. Orders are processed in the order in which they are received. Turnaround times are subject to change based on seasonal demand and the volume of the order. Please contact wholesale@poppyhandcraftedpopcorn.com for information about the status of your order.

13. Returns

Poppy does not accept returns on unsold product or product that has expired.

14. Damages, Defects, and/or Incorrect Orders

Please inspect all shipments immediately upon arrival and contact Poppy Handcrafted Popcorn at wholesale@poppyhandcraftedpopcorn.com, or by phone 828-552-3149, within 5 days of receipt of damaged or defective shipments. Damaged product will be replaced with new product, or the cost of the damaged product will be fully refunded to the retailer's account. Claims for damaged product will not be accepted if held for more than 5 days after receipt.

If the retailer receives an incorrect order, Poppy will ship the correct order at its expense and may, at its discretion, send a call tag to have the incorrect product returned, also at Poppy's expense.

15. Out of Stock Items

Poppy will notify the retailer of any out-of-stock items and suggest alternatives. The retailer, at its discretion, may elect to cancel or accept later shipment of *non-seasonal* items.

16. Intellectual Property

All trademarks and trade dress used to identify any Poppy products are and will remain the sole property of Poppy. During the term of this agreement, the retailer will have a limited license to use the Poppy trademarks/trade dress in conjunction with marketing, selling, and promoting Poppy products provided such usage is pre-approved by Poppy. Poppy's trademarks/trade dress, however, shall not be used in any manner that would impair or dilute the same or in any way prove contrary to any instructions given from time to time by Poppy. Poppy's trademarks/trade dress may not be affixed to any other retail products.