

Authorized Dealer Guidelines & Policies



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We appreciate your interest in partnering with Sandtastik Products Ltd to supply your customers with exceptional, trusted products through your brick-and-mortar and/or e-commerce channels.

Highlights

- > All items ship direct from our manufacturing and production facility
- > Unique, niche & crossover market opportunity
- > Fast, reliable order processing and fulfilment with 1-2 business days
- > Quality, safe products for all ages, certified non-toxic and CPSC, Prop-65 compliant

General Rules

To qualify and remain an Authorized Dealer of Sandtastik[®]-brand products, your business must adhere to the following policies and procedures at all times:

Maintain Current Business Information & Disclose All Locations That Carry Sandtastik[®]-brand Products

Maintain accurate and up-to-date company information and disclose all retail locations and ecommerce website(s) that carry Sandtastik[®] products throughout the term of your Authorized Dealer relationship with Sandtastik Products Ltd.

Qualifying locations include:

- i) Physical brick & mortar store(s);
- ii) Commercial warehouse(s);
- iii) Company or privately owned ecommerce-enabled website(s).

Awarded, Licensed-only Agreements are any one or more of the following:

- i) 3rd party platforms and/or managed listing marketplaces including Amazon.ca/.com, eBay.ca/.com, Walmart.ca/.com, Etsy.com, Overstock.com, Alibaba.com, Buy.com, Newegg.com, etc;
- ii) Business-to-Business partnerships.

These account types are beyond the scope of this Authorized Dealer Guide and strictly prohibited unless written permission is granted. Please contact your Sales Rep for more information.



Sandtastik®'s Trademarks & Brand Policy

Authorized Dealer must comply with Sandtastik[®]'s Trademark & Brand Policy and represent yourself as an Sandtastik[®] Authorized Dealer in any/all online advertising & sales collateral.

Setting up businesses, registering domain names, or social media usernames that contain any of Sandtastik[®]'s trademarks is strictly prohibited. To ensure compliance with Sandtastik[®]'s Authorized Dealer Policy, you must only use approved marketing materials for all (company) products.

Sandtastik[®]'s Minimum Advertised Price (MAP) Policy

Authorized Dealer must understand their obligations under Sandtastik[®]'s MAP Policy and abide by them. Be sure to review extended MAP Policy detailed in this guide.

Sandtastik[®]'s Return (RA) Policy

Authorized Dealer must understand their obligations under Sandtastik[®]'s Return Policy and abide by them. Be sure to review extended Return Policy detailed in this guide.

Sell to Retail Consumers Only

Authorized Dealer may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers. Dealer may sell to end consumers only.

Only Sell Sandtastik[®] Products in Original Packaging

Authorized Dealer may not alter original Sandtastik[®] packaging in any way prior to reselling Sandtastik[®] products. Removing Sandtastik[®] products from packaging and reselling Sandtastik[®] products in a different packaging or under a different name is strictly prohibited unless written permission is granted and licensing awarded.

No Bundling Sandtastik[®] Products Without Obtaining Permission

Authorized Dealer must not re-SKU or bundle Sandtastik[®] products in your online assortments & data feeds without receiving prior written permission from Sandtastik Products Ltd.



Customer Confusion

Authorized Dealer will not advertise, market, display, or demonstrate non-Sandtastik[®] products together with Sandtastik[®] products in a manner that would create the impression that the non-Sandtastik[®] products are made by, endorsed by, or associated with Sandtastik Products Ltd.

Sell on Approved Retail Website(s) Only

Authorized Dealer must only take orders via publicly accessible e-commerce enabled web pages hosted on approved websites owned and operated by your company.

Awarded, Licensed-only Agreements are any one or more of the following:

- i) 3rd party platforms and/or managed listing marketplaces including Amazon.ca/.com, eBay.ca/.com, Walmart.ca/.com, Etsy.com, Overstock.com, Alibaba.com, Buy.com, Newegg.com, etc;
- ii) Business-to-Business partnerships.

These account types are beyond the scope of this Authorized Dealer Guide and strictly prohibited unless written permission is granted. Please contact your Sales Rep for more information.

Sales Channels Permitted to Sell Within the United States Only

Authorized Dealer must only sell Sandtastik[®]-brand and all its other catalog products within the United States. Interested in offering Sandtastik[®]-brand and all its other catalog products outside the U.S.? Contact us at <u>dealers@sandtastik.com</u> to request more information on international dealer accounts.

Ensure PCI Compliance, Security Measures and Fraud Protection

Authorized Dealer must ensure PCI compliance for all approved commerce-enabled websites owned and operated by your company.

Maintain Updated Privacy Policy

Authorized Dealer must publish and maintain a publicly accessible privacy policy.



Security Measures for E-Commerce Sites and Fraud Protection

Authorized Dealer must ensure industry-standard e-commerce security and fraud protection measures must be in place including authentication and customer fraud resolution procedures.

Failure to comply with any of the General Rules may result in suspension or termination of your account.

Payment Terms

All first-time orders are prepaid via credit card prior to shipment.

Accepted credit cards and payment methods: Visa, MasterCard, Discover, Amex, PayPal



- Payments by business check or electronic funds transfer (EFT) requires application and approval process.
- Authorized Dealers are eligible to apply for credit terms. Approved terms are 1% 15 days, Net 30.
 Please send a request for credit terms application to <u>dealers@sandtastik.com</u>.

Freight Terms

- Prepaid shipping available upon payment of order
- Pallet and Stretchwrap Charge: \$20.00 per pallet
- Freight Terms: FOB Port Colborne, Ontario, L3K5X9, Canada
- All claims for damage or merchandise, due to shipping, must be filed by customer with the delivery carrier.
- Any damage or errors in shipment must be reported to Sandtastik Products Ltd in writing within 10 days of receipt of order.

Pricing

- NET pricing in US dollars.
- Prices are subject to change without notice unless a blanket agreement has been established.
- Authorized Dealer prices are for single item and case quantities.



Customs / Brokerage Policy

Sandtastik Products Ltd may assume all responsibility for cross-border customs clearance on goods sold and shipped to customers located within the United States. There are no additional fees or charges for this service. Please provide us with a copy of your company's W-9 form upon account setup.

Purchase Order Processing

Purchase orders can be submitted by email or fax, please no phone orders.:

Email	**PREFERRED**	orders@sandtastik.com
Fax No. (Direct)		1-905-734-7733
Fax No. (Toll-free)		1-800-831-6111

Confirming receipt of a PO is available by email only. PO submissions via EDI also available, contact your Sales Rep for more information.

Note(s):

Please ensure the following details are included on Purchase Orders:

- Purchase Order No.
- Billing name, address, ph#
- Shipping name, address, ph#
- Preferred shipping method
- Packing slip (optional)

Packing Slips / Picking Lists

By default, all orders ship with a Sandtastik[®] system generated Picking List (does not contain any pricing) unless otherwise arranged or a custom vendor Packing Slip is submitted. Please provide a copy of custom vendor packing slip in pdf, doc(x), or txt format accompanying purchase order(s).



Availability / Back Orders

As the manufacturer of our product offering, we strive to maintain an adequate inventory of all items. However, during peak seasons and special event Holidays, we may be temporarily out of stock of some items.

An out of stock/discontinued item notification message will be sent via email, fax, or phone prior to order processing with advisory of specified item shortage(s) and approximate availability. We will await buyer confirmation to ship order(s); (i) incomplete, (ii) upon availability, or (iii) cancel.

Product Specifications, Inventory & Pricing

Sandtastik Products Ltd will provide all product SKUs, UPCs, descriptions, item & shipper carton dimensions, weights, MSRPs, MAPs and more for your website or catalog via excel spreadsheet. Images can be downloaded in large format via supplies DropBox[™] file hosting links. We may periodically send you an updated excel sheet with new/discontinued items and ask that you update your site or catalog.

Minimum Advertised Price Policy

To ensure the integrity of our product collection, Sandtastik Products Ltd has established a Minimum Advertised Price (MAP) Policy for compliance by all Dealers of Sandtastik[®]-brand products. This policy is intended to protect and sustain our valued reseller partnerships and providing for reasonable profit margins.

A Minimum Advertised Price (MAP) is applicable to all Sandtastik[®] brand products. Our MAP policy guidelines as follows:

- 1. Dealers of Sandtastik[®]-brand products may not advertise a price lower than the Minimum Advertised Price (MAP) for any item.
- 2. Sandtastik[®]-brand products being listed on third-party online marketplaces like Amazon, Walmart, eBay, etc may not advertise a price lower than the Minimum Advertised Price (MAP) for any item.
- 3. Prices below the Minimum Advertised Price (MAP) cannot be advertised in any medium, including print, internet, radio, television, etc.
- 4. Sales, discounts, and promotions that effectively lower the retail price of the product below the Minimum Advertised Price (MAP) are acceptable (e.g., 10% discount on order totals exceeding \$99).



- 5. Sandtastik Products Ltd reserves the right to sell its own products directly to consumers at Minimum Advertised Price (MAP) pricing, consistent with this policy.
- 6. In the event Sandtastik Products Ltd increases or decreases the MSRP for any product we will notify our reseller partners in writing in advance of the change.
- 7. Sandtastik Products Ltd reserves the right not to sell to any reseller found to be in violation of this policy. Sandtastik Products Ltd will also not be held responsible for enforcement of this policy or lack thereof.

Shipping Location & Loading

Warehouse Location

All orders are packaged and shipped from Sandtastik's Manufacturing & Production Warehouse located at:

1 - 58 Prosperity Avenue Port Colborne, ON L3K 5X9 Canada

Pick-Up / Loading Dock Hours

Sunday	CLOSED	
Monday	8:00am – 2:00pm EST	 Dock is CLOSED during scheduled break at 10:00–10:15am and lunch 12:00–12:30pm Dock is CLOSED on all Canadian statutory Holidays.
Tuesday	8:00am – 2:00pm EST	
Wednesday	8:00am – 2:00pm EST	
Thursday	8:00am – 2:00pm EST	
Friday	8:00am – 2:00pm EST	
Saturday	CLOSED	



Bulk / Large Orders (LTL/FTL Freight)

Please contact your Sales Rep for all bulk/large volume purchases and to obtain a quotation for LTL/FTL freight shipping. All large orders ship on standard size pallets (48 x 40 in) unless otherwise specified. Pallet & stretchwrap charge is \$20.00 each.

Return Policy

All merchandise returns require authorization from Sandtastik Products Ltd. Contact our Order Dept by email to <u>orders@sandtastik.com</u>. All product return refunds are issued for product pricing only upon receipt and are subject to a 25% restocking fee. Shipping costs are a third-party expense and are not eligible for refund/credit.

Returns must be requested in writing within 30 days from when item(s) are received to initiate a return.

Any damage or errors in shipment must be reported to Sandtastik Products Ltd in writing within 10 days of receipt of order. All claims for damage or merchandise, due to shipping, must be filed by customer with the delivery carrier.

Return Eligibility

To be eligible for a return, all items must be in original packaging and unopened, in saleable condition, and **must have a minimum total dealer cost value of \$5.00 dollars**. All orders with items totaling a dealer cost value of less than \$5.00 will not be eligible for a credit or refund. Shipping costs are a third-party expense and are not eligible for refund/credit.

Return Addresses

Canada:

Sandtastik Products Ltd. RA#______ 1 – 58 Prosperity Ave Port Colborne, ON L3K 5X9 United States:

Sandtastik Products Ltd. RA#______ 1342 Military Road, PMB #253 Niagara Falls, NY 14304



How To Return

STEP 1:

Request an RA number.

Please contact us via one of the following methods to request a Return Authorization number (RA) for your recent order:

- i) Email: orders@sandtastik.com
- ii) Fax: 905-734-7733

Note: Please make sure to include company information, purchase order number, name, address, etc.

STEP 2:

Upon Sandtastik approval, please notify your customer to repackage and ship returning item(s) with RA# to the Return Address provided. All shipping expenses are the responsibility of the sender.

STEP 3:

Notify Sandtastik of shipment in transit by email to <u>orders@sandtastik.com</u>. Make sure to notify us of courier name and tracking number(s) to ensure a timely payment.

Shipping Hours: Mon – Fri 8:00am – 2:00pm

STEP 4:

Receive your refund/credit. All items are subject to a 25% restocking fee.

Sandtastik must confirm delivery and product condition prior to issuing credit payment. Refund/credit is issued in the form of a credit memo on account unless otherwise requested. You will be notified via email with credit confirmation.

Non-Returnable Bulk & Custom Orders

Some installations and projects can demand a large amount of sand and/or custom packaging, coloring, etc. Please make sure to assess needed quantities appropriately prior to order submission as these transactions are non-returnable and non-refundable.



Order Cancellation

Purchase orders requiring cancellation must be initiated by 8:00am EST of the scheduled ship date. Please contact us via phone, fax, or email at your earliest convenience to confirm all cancellations. In the event of a shipment in transit already, a Sandtastik officer will advise return/cancellation instructions.

Damaged, Missing or Incorrect Goods Policy

If you have received an incorrect item from what was originally ordered or if the package(s) arrived with damage during transit, please contact Sandtastik detailing company information, purchase order number, and damage claim. Photo proof may be requested for verification.

Refused Goods Policy

In most cases, customer has cancelled an order after shipment has left our warehouse. Please advise customer(s) to accept all shipments and proper return/cancellation instruction will follow shortly. In the event of refused shipment(s), Sandtastik Products Ltd will credit product(s) only. All acquired shipping fees are non-refundable.

Warranty

Sandtastik Products Ltd strives to manufacture and supply quality, safe North American made products. All our products are annually tested by a CPSC-accredited lab, toxicologists at Duke University and maintain ACMI's AP certified non-toxic, safe for children seal. Sandtastik has a customer satisfaction policy on the products we sell.

Sandtastik Products Ltd. 1 – 58 Prosperity Ave Port Colborne, ON L3K 5X9 Canada

www.sandtastik.com www.sandtastikproducts.com **Tel:** 905-734-7340 / 800-845-3845 **Fax:** 905-734-7733 / 800-831-6111

Tax #: 81244 3083 RT0001

Order Dept orders@sandtastik.com

Accounting Dept accounting@sandtastik.com

Dealer Support dealers@sandtastik.com