

# Smidgin & Company Inc. – Authorized Retail Partner Policy

*Effective: November 1, 2025*

*Applies to all approved wholesale partners and retail accounts.*

## 1. Purpose of This Policy

Smidgin & Company is committed to maintaining the quality, reputation, and customer experience associated with our products. This policy outlines the standards and expectations for all Authorized Retailer Partners. Compliance ensures brand protection, pricing integrity, and a consistent experience across all sales channels.

## 2. Authorized Sales Channels

Approved Retail Partners may sell Smidgin & Company products through the following channels:

- **Brick-and-mortar retail stores**
- **Owned eCommerce stores** (Shopify, WooCommerce, Squarespace, etc.)
- **In-person events** (markets, agility trials, seminars, pop-ups)
- **Grooming salons, vet clinics, boarding/training facilities**

**The following channels are strictly prohibited:**

- Amazon
- Etsy
- eBay
- Walmart Marketplace
- Facebook Marketplace
- TikTok Shop
- Any third-party marketplace not explicitly approved in writing

Retail Partners may *not* authorize sub-resellers or distributors without written approval from Smidgin & Company.

### 3. Pricing & MAP (Minimum Advertised Pricing)

To protect the value of our products and maintain a fair marketplace:

- Retail Partners must follow the **Minimum Advertised Pricing (MAP)** set by Smidgin & Company.
- Sales and promotions may not reduce pricing below MAP unless approved.
- Bundles must maintain equivalent MAP integrity.
- Wholesale pricing is confidential and may not be disclosed.

#### MSRP & MAP Pricing Structure

To maintain brand value and ensure consistent pricing across all retail channels:

- Smidgin & Company will publish an **MSRP (Manufacturer's Suggested Retail Price)** for each SKU.
- Retailers may sell above MSRP, but selling below MSRP is discouraged.
- The **MAP (Minimum Advertised Price)** for all products is **20% below MSRP**, unless otherwise stated for a promotional period approved by Smidgin & Company.
- Retailers may not **publicly advertise** products below the posted MAP price.
- In-store, non-advertised promotions are permitted, provided they do not undermine online pricing or MAP integrity.

Failure to follow MAP undermines all retail partners and will result in immediate review or revocation of wholesale status.

### 4. Brand Representation & Marketing

Retail Partners must represent Smidgin & Company accurately and professionally:

- Only approved brand assets (photos, logos, descriptions) may be used.
- Product descriptions must not be altered in a way that misrepresents sourcing, claims, or benefits.
- Packaging, labels, lot numbers, and barcodes must not be removed or modified.
- Reseller-created promotional content must reflect the quality and tone of the brand.

Retail Partners may not imply any exclusive territory or distributorship unless granted officially.

### 5. Product Handling, Storage & Freshness

Because we sell high-quality, minimally processed, air-dried dog treats, proper handling is essential.

Retail Partners must:

- Store products indoors in a clean, dry, pet-safe environment
- Maintain products in original sealed packaging
- Rotate inventory using FIFO (first in, first out)
- Monitor expiry dates and remove expired product
- Keep product away from direct sunlight, moisture, and contaminants

Products must never be repackaged, re-labelled, or sold in unapproved formats.

## **6. Online Sales Requirements**

For eCommerce sales:

- Website must include accurate product names, photos, ingredients, weights, feeding guidelines, and origin claims.
- Retail Partners may not use unauthorized SEO terms (“made in Canada if it’s not,” “organic,” “grain-free training treats,” etc.).
- Smidgin & Company products must be sold as stand-alone items (not mixed into other brands’ bundles unless approved).
- Online listings must show current MAP pricing.

## **7. Shipping & Customer Service Standards**

If selling online or shipping to customers, Retail Partners must:

- Package products securely to avoid damage
- Use traceable shipping methods
- Respond to customer inquiries professionally
- Handle product returns in accordance with your own policies

Any product quality concerns must be reported to Smidgin & Company immediately, including photos and lot numbers.

## **8. Prohibited Practices**

To maintain brand trust, the following are strictly forbidden:

- Selling expired, damaged, or altered products
- Repackaging or breaking down treats into smaller formats

- Selling sample bags or unlabelled goods
- Purchasing Smidgin & Company products from other retailers or third parties
- Misrepresenting brand affiliation (“authorized distributor,” “exclusive dealer,” etc.)
- Conducting bulk resale to unauthorized parties

## 9. Compliance & Monitoring

Smidgin & Company reserves the right to:

- Monitor online listings, pricing, and marketplace activity
- Conduct periodic wholesale account reviews
- Request business verification documents
- Enforce MAP compliance
- Remove unauthorized listings on marketplaces
- Issue warnings, suspend accounts, or terminate wholesale privileges

Non-compliance may result in immediate suspension or permanent revocation of Authorized Reseller status.

## 10. Territory & Inventory Availability

Approval as a Reseller does **not** grant exclusive territory rights.

Inventory is available on a first-come, first-served basis.

Preferred stock allocation may be available to high-volume or long-standing partners.

## 11. Termination of Reseller Status

Smidgin & Company may revoke wholesale privileges if:

- Policy violations occur
- Misrepresentation of business activity is discovered
- Marketplace restrictions are breached
- MAP violations persist
- Reseller is inactive for 12 consecutive months
- Payment terms are not met

Upon termination, the reseller must cease selling Smidgin & Company products and may not reorder.

## 12. Updates

This policy may be updated periodically.

Authorized Retail Partners will be notified of major changes via email.

## 13. Retail Partner Logo & Store Information Usage

To support visibility for our Authorized Retail Partner and help customers locate approved purchasing channels, Smidgin & Company maintains a public **“Where to Buy”** directory.

By applying for and maintaining Authorized Retail Partner status, the Retail partner grants Smidgin & Company the following rights:

### 1. Logo Usage

The Retail Partner authorizes Smidgin & Company to:

- Display the Retail Partner’s **store name, logo, and brand assets** on the Smidgin & Company website, social media, and marketing materials
- Resize or optimize the logo for digital use while maintaining brand integrity
- Use the logo solely for the purpose of identifying the Reseller as an Authorized Retail Partner

The Retail Partner confirms they hold the rights to the logo they provide and may legally grant this permission.

### 2. Website Linking

The Retail Partner consents to Smidgin & Company:

- Linking directly to the Retail Partner’s website, online store, or designated retail page
- Including store location information (address, city, province, website)
- Displaying store hours and other public-facing details (if provided)

### 3. Accuracy & Updates

The Retail Partner agrees to:

- Provide an accurate, high-resolution logo
- Notify Smidgin & Company in writing if their logo or business details change
- Confirm that use of their logo and information does not violate any third-party rights

### 4. Right to Remove

Smidgin & Company may temporarily or permanently remove a Retail Partner from the “Where to Buy” directory if:

- The account becomes inactive
- Policy violations occur
- Branding becomes outdated or inaccurate
- Wholesale status is terminated

## 13. Minimum Orders

- Initial Order for new Authorized Retail Partners is \$600
- Reorder minimum is \$200
- Authorized Retail Partners are responsible for cost of all shipping of product to their locations.

## 14. Contact

For questions or account support:

**Smidgin & Company Inc.**

☐ [wholesale@smidginandcompany.com](mailto:wholesale@smidginandcompany.com)

☐ 647-466-1585

☐ Ottawa, ON