



The Yankee Candle Company, Inc.
 Post Office Box 110
 South Deerfield, MA 01373-0110
 Phone: (800) 792-6180
 Fax: (888) 792-6533

Prices Effective 11/1/22
 Prices are subject to change

Purchase Order # →
required for all orders

Spring/Summer 2023 Wholesale Order Form



ORDERING INSTRUCTIONS

- All items are ordered by the case pack quantity.
- All orders must have a Purchase Order Number.
- Opening Order: \$500 per location. See terms & conditions for details.
- Reorders: \$350 reorder minimum. Minimum piece requirements must be met for each product format per location.
- Please include this completed page with your order.

BILL TO:	SHIP TO:
ORDER DATE:	
ACCOUNT #:	CUSTOMER PHONE:
P.O. #:	CUSTOMER FAX:

IF SELECTING A SHIP DATE, PLEASE NOTE: Changes made to orders must be received 10 days prior to the requested date. If necessary, orders may be shipped within 5 days of the requested date, before or after.

ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY THE YANKEE CANDLE COMPANY, INC. Ordering requirements and all Terms & Conditions can be found at the end of this order form. PLEASE READ BEFORE ORDERING.

SHIP DATE:

CANCEL DATE:

DEPT. #:

BUYER'S SIGNATURE:

QUICK & EASY ORDERING:

Email: yccwholesaleorders@newellco.com

Toll-Free Fax: (888) 792-6533

Toll-Free Phone: (800) 792-6180

To contact Customer Service: yccwholesalecustomerservice@newellco.com

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We're going digital!

You can find our Spring/Summer 2023 digital catalog at catalog.yankeecandle.com/wholesale.

For further updates, please contact us with your email address at yccwholesalecustomerservice@newellco.com

Acct. #: _____

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Grand Total: \$ _____

WoodWick® Core Formats: Hourglass Candles, Ellipse with Hearthwick® Flame Candles, Wax Melts

Product	Large Hourglass Candle		Medium Hourglass Candle		Ellipse Candle with Hearthwick® Flame		Wax Melts	
Ounces # of Wicks	21.5 oz. 1 Wick		9.7 oz. 1 Wick		16 oz. 1 Wick		3 oz.	
SRP	\$30.99		\$20.99		\$30.99		\$5.99	
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Minimum Increment Per Fragrance	4		4		2		6	
Increment Per Case Pack	4		4		2		6	
Fragrance	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY
Amethyst & Amber	1632291		1632297		1632300		1632263	
Cashmere			1720908					
Cinnamon Chai	93104		92104				534104	
Coastal Sunset	93049		92049		76049		534049	
Evening Bonfire	93488		92488		76488			
Fireside	93106		92106		76106		534106	
Humidor	93032		92032		76032		1665339	
Indigo Suede			1694647					
Island Coconut	93115		92115					
Lavender & Cedar	1666272		1666266				1692519	
Lavender Spa	93492		92492		76492		534492	
Magnolia	93190		92190					
Redwood	93138		92138		76138			
Sagewood & Seagrass NEW 12/1/22	1728619		1728613		1728630		1728620	
Sand & Driftwood	93378		92378		76378			
Total Qty								
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Total Cost								



WoodWick® Core Formats: Hourglass Candles, Ellipse with Hearthwick® Flame Candles, Wax Melts

Product	Large Hourglass Candle		Medium Hourglass Candle		Ellipse Candle with Hearthwick® Flame		Wax Melts	
Ounces # of Wicks	21.5 oz. 1 Wick		9.7 oz. 1 Wick		16 oz. 1 Wick		3 oz.	
SRP	\$30.99		\$20.99		\$30.99		\$5.99	
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Minimum Increment Per Fragrance	4		4		2		6	
Increment Per Case Pack	4		4		2		6	
Fragrance	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY
Seaside Neroli	1681484		1681477		1681470			
Sheer Tuberose NEW 12/1/22	1728753		1728752		1728614		1728634	
Tonka & Almond Milk	1632265		1632274		1632282		1632292	
Vanilla & Sea Salt	93191		92191		76191		1695087	
Vanilla Bean	93112		92112		76112		534112	
Whipped Matcha	1681483		1681476		1681469			
White Tea & Jasmine	93062		92062					
White Teak	93039		92039		76039		1665340	
Wood Smoke	93075		92075		76075			
Yuzu Blooms NEW 12/1/22	1728616		1728617		1728622		1728625	
Total Qty								
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Total Cost								



Trilogy: Hourglass Candles, Ellipse with Hearthwick® Flame Candles, Wax Melts

Product	Large Hourglass Candle		Medium Hourglass Candle		Ellipse Candle with Hearthwick® Flame		Wax Melts	
Ounces # of Wicks	21.5 oz. 1 Wick		9.7 oz. 1 Wick		16 oz. 1 Wick		3 oz.	
SRP	\$30.99		\$20.99		\$30.99		\$5.99	
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Minimum Increment Per Fragrance	4		4		2		6	
Increment Per Case Pack	4		4		2		6	
Fragrance	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY
Amethyst Sky: Amethyst & Amber, Suede & Sandalwood, Smoked Jasmine	1707526		1707527		1707525			
Blooming Orchard: Yuzu Blooms, Melon Blossom, Magnolia NEW 12/1/22	1728632		1728626		1728615			
Café Sweets: Vanilla Bean, Caramel, Biscotti	93904		92904		76904		1715849	
Calming Retreat: Lavender Spa, Sea Salt & Cotton, White Tea & Jasmine			92965					
Cozy Cabin: Evening Bonfire, Oudwood, Wood Smoke			92968					
Island Getaway: Coastal Sunset, Seaside Mimosa, Island Coconut			92967					
Nautical Escape: Tropical Oasis, Sand & Driftwood, At The Beach			92957					
Oceanic: Sage & Seagrass, Seaside Neroli, Vanilla & Sea Salt NEW 12/1/22	1728623		1728629		1728628			
Shoreline: Melon Blossom, Coastal Sunset, Palo Santo	1684180		1684177		1684174			
Sun-Ripened Berries: Currant, Spiced Blackberry, Black Cherry			92972					
Tropical Sunrise: Blue Java Banana, Seaside Mimosa, Tamarind & Stonefruit	1647930		1647916		1647914			
Verdant Earth: Sand & Driftwood, Hemp & Ivy, White Teak					1633030			
Warm Woods: Fireside, Redwood, Sandalwood Clove	93911		92911		76911		1715851	
Total Qty								
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Total Cost								



WoodWick® Home Fragrance & Auto: Journey™ Vent Diffuser Kits & 2-Pack Refills,

Auto Reed Kits & 2-Pack Refills, Radiance Diffuser and Refills



Product	Journey™ Vent Diffuser Kit		Journey™ 2-Pack Refill		Auto Reed Starter Kits		Auto Reed 2-Pack Refill	
SRP	\$12.99		\$11.99		\$10.99		\$10.99	
Wholesale Unit Cost	\$6.50		\$6.00		\$5.50		\$5.50	
Minimum Increment Per Fragrance	3		6		5		6	
Increment Per Case Pack	3		6		5		6	
Fragrance	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY
Coastal Sunset	1717865		1717862				1695279	
Fireside			1717880		1670135			
Lavender Spa			1717891		1670138			
Vanilla Bean			1717868					
White Teak	1717858		1717875				1695282	
Total Qty								
Wholesale Unit Cost	\$6.50		\$6.00		\$5.50		\$5.50	
Total Cost								

Radiance Diffuser Kits	Kits	
SRP	\$49.49	
Wholesale Unit Cost	\$24.75	
Min. Incr. Per Fragrance	4	
Increment Per Case Pack	4	
Fragrance	SKU	QTY
Radiance Diffuser Kit, Amber with Coastal Sunset	1702965	
Radiance Diffuser Kit, Grey with Fireside	1719574	
Total Qty		
Wholesale Unit Cost	\$24.75	
Total Cost		

Radiance Refills	Refills	
SRP	\$10.99	
Wholesale Unit Cost	\$5.50	
Min. Incr. Per Fragrance	6	
Increment Per Case Pack	6	
Fragrance	SKU	QTY
Coastal Sunset	1702967	
Fireside	1702968	
Humidor	1702959	
Lavender Spa	1702958	
Sand & Driftwood	1702960	
Vanilla Bean	1702961	
White Teak	1702966	
Total Qty		
Wholesale Unit Cost	\$5.50	
Total Cost		

WoodWick® NEW ReNew Collection: Large & Medium Candles, Everyday Gift Set, Safety Information & Fixtures



NEW ReNew Collection Available for Shipment 12/1/22	Large		Medium	
Ounces # of Wicks	13 oz. 1 Wick		6 oz. 1 Wick	
SRP	\$27.49		\$16.49	
Wholesale Unit Cost	\$13.75		\$8.25	
Minimum Increment Per Fragrance	4		4	
Case Pack (Min. Per SKU)	4		4	
Fragrance	SKU	QTY	SKU	QTY
Black Currant & Rose	1726354		1726345	
Cherry Blossom & Vanilla	1726351		1726347	
Ginger & Turmeric	1726348		1726349	
Incense & Myrrh	1726350		1726344	
Lavender & Cypress	1726355		1726346	
Tomato Leaf & Basil	1726352		1726353	
Total Qty				
Wholesale Unit Cost	\$13.75		\$8.25	
Total Cost				

Fixtures	Size	SKU	Min. Incr.	WS Price Each	Total Units	Subtotal
WoodWick® Combo Merchandiser 2020	63"H x 24.5"W x 20.5"D	WW Combo	1	\$595.00		
WoodWick® 4-Foot Hutch 2020	86"H x 50"W x 17"D	WW Hutch	1	\$1285.00		

WoodWick® Everyday Gift Set Available for Shipment 12/1/22	Kits	
SRP	\$36.99	
Wholesale Unit Cost	\$18.50	
Min. Incr. Per Fragrance	3	
Increment Per Case Pack	3	
Fragrance	SKU	QTY
2 Medium Hourglass Jar Gift Set* Coastal Sunset, White Teak (no lids)	1720186	
Total Qty		
Wholesale Unit Cost	\$18.50	
Total Cost		

*Price effective 1/1/23

IMPORTANT SAFETY INFORMATION FOR DEALERS: We have been manufacturing and selling candles for more than 40 years. We have always been and continue to be committed to product excellence and safety. Our products are tested and refined on an ongoing basis by our own in-house laboratory. Our suppliers test our raw materials in accordance with rigorous safety standards. Our industry as a whole, through organizations such as the National Candle Association, routinely conducts testing and voluntarily imposes industry-wide safety standards.

FIRE SAFETY IS ONE OF OUR HIGHEST PRIORITIES. All of our candles contain warning labels and burning instructions. Warnings to prevent fire include: burn candle within sight, keep out of reach of children and pets, and away from anything that can catch fire. Additional safety instructions include: burning on a protected heat-resistant surface, removing wick trimming or matches before lighting, keeping the wick trimmed per instructions at all times, avoiding use in drafty areas, and discontinuing use when 1/2 inch of wax remains. Never leave a burning candle unattended. All of these instructions have been refined and developed over the years to ensure safe burning. In using candles, as in using any product, the consumer has a responsibility to read and follow the instructions provided. Obviously, it is difficult for the consumer to read if she cannot see them. To ensure optimum safety and enjoyment that will enhance customer satisfaction, please help us by following this simple rule:

DO NOT PLACE PRICE STICKERS OR ANY OTHER PROPRIETARY LABELS OVER PRODUCT WARNINGS AND INSTRUCTIONS.

Fragrances of the Month: Save 20% on all FOM orders. Orders ship per month, choose one fragrance & one Trilogy fragrance per month. Minimum order \$350 gross per month.



Product	Large Hourglass Candle		Medium Hourglass Candle		Ellipse Candle with Hearthwick® Flame		Wax Melts	
SRP	\$30.99		\$20.99		\$30.99		\$5.99	
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Min/Max increment per SKU	4/8		4/8		2/8		6/12	
Fragrance	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY
January: Ship by 12/15/22								
Sheer Tuberose NEW	1728753		1728752		1728614		1728634	
Vanilla Bean	93112		92112		76112		534112	
Café Sweets Trilogy	93904		92904		76904		1715849	
February: Ship by 1/15/23								
Yuzu Blooms NEW	1728616		1728617		1728622		1728625	
Tonka & Almond Milk	1632265		1632274		1632282		1632292	
Blooming Orchard Trilogy NEW	1728632		1728626		1728615			
March: Ship by 2/15/23								
Sagewood & Seagrass NEW	1728619		1728613		1728630		1728620	
Sand & Driftwood	93378		92378		76378			
Oceanic Trilogy NEW	1728623		1728629		1728628			
April: Ship by 3/15/23								
White Teak	93039		92039		76039		1665340	
Lavender Spa	93492		92492		76492		534492	
Warm Woods Trilogy	93911		92911		76911		1715851	
May: Ship by 4/15/23								
Fireside	93106		92106		76106		534106	
Coastal Sunset	93049		92049		76049		534039	
Tropical Sunrise Trilogy	1647930		1647916		1647914			
June: Ship by 5/15/23								
Seaside Neroli	1681484		1681477		1681470			
Vanilla & Sea Salt	93191		92191		76191		1695087	
Shoreline Trilogy	1684180		1684177		1684174			
Total Qty								
Wholesale Unit Cost	\$15.50		\$10.50		\$15.50		\$3.00	
Total Cost								

Acct. #: _____	Fax Page _____ of _____	Total: \$ _____ Page 6
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Fragrances of the Month: Save 20% on all FOM orders. Orders ship per month, choose one fragrance & one Trilogy fragrance per month. Minimum order \$350 gross per month.



Product	Journey™ Vent Clip Starter Kits		Journey™ Vent Clip 2-Pack Refills		Auto Reed Starter Kits		Auto Reed 2-Pack Refills		Radiance Diffuser Starter Kits		Radiance Refills			
	SRP	Wholesale Unit Cost	Min/Max increment per SKU	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY	
SRP	\$12.99	\$11.99	\$10.99	\$10.99	\$49.49	\$10.99								
Wholesale Unit Cost	\$6.50	\$6.00	\$5.50	\$5.50	\$24.75	\$5.50								
Min/Max increment per SKU	3/3	6/6	5/5	6/6	4/4	6/6								
Fragrance	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY	SKU	QTY
January: Ship by 12/15/22														
Sheer Tuberose NEW														
Vanilla Bean			1717868										1702961	
Café Sweets Trilogy														
February: Ship by 1/15/23														
Yuzu Blooms NEW														
Tonka & Almond Milk														
Blooming Orchard Trilogy NEW														
March: Ship by 2/15/23														
Sagewood & Seagrass NEW														
Sand & Driftwood													1702960	
Oceanic Trilogy NEW														
April: Ship by 3/15/23														
White Teak	1717858		1717875				1695282						1702966	
Lavender Spa			1717891		1670138								1702958	
Warm Woods Trilogy														
May: Ship by 4/15/23														
Fireside	1717865		1717880		1670135		1695279		1719574				1702968	
Coastal Sunset			1717862						1702965				1702967	
Tropical Sunrise Trilogy														
June: Ship by 5/15/23														
Seaside Neroli														
Vanilla & Sea Salt														
Shoreline Trilogy														
Total Qty														
Wholesale Unit Cost	\$6.50	\$6.00	\$5.50	\$5.50	\$24.75	\$5.50								
Total Cost														

Terms & Conditions

These Terms & Conditions apply to Your sale of products by The Yankee Candle Company, Inc. under any Yankee Candle®, WoodWick® or Chesapeake Bay Candle® brand.



All orders subject to the acceptance of The Yankee Candle Company, Inc. (together with its affiliates referred to herein as "Yankee Candle", "We", "Us", "Our"). Products (which shall herein refer to any product sold by Yankee Candle under these Terms & Conditions) may only be sold at locations approved in writing by Us. Products may only be sold to consumers and not to third party distributors. Transshipment of Products to unauthorized retail dealers or unauthorized locations is prohibited. Products may not be sold online, including without limitation on any Buyer's own website, third-party websites, and third-party ecommerce marketplaces, without Our advanced written authorization. Authorization to resell Products is given on an order by order basis. The business relationship between Yankee Candle and each Buyer is "AT WILL," that is, We are free at any time to choose those with whom We wish to deal. Moreover, both Yankee Candle and Buyer have the unilateral right at any time to terminate the relationship for any reason whatsoever (or even for no reason). All prices are wholesale and to the domestic trade only. Prices are subject to change without notice. All orders subject to availability. Each order for Products is subject to acceptance by Us. Terms & Conditions apply to domestic trade only. Pre-printed terms on any purchase order submitted by Buyer shall be of no force or effect. Any Sale of the products will occur in the United States of America ("Territory") through your brick and mortar store locations approved by Us and operated by you ("Locations"). Any sale of the products to anyone outside of the Territory, directly or indirectly, or through any location or channel other than the Locations is prohibited. In the event the foregoing limitations and prohibitions are violated, or we have reason to believe that such limitations and prohibitions are violated, we reserve the right to immediately stop selling products to you and to cancel any existing orders and your account.

NEW ACCOUNT INFORMATION:

A completed Dealer Application (including store photos), indicating all intended retail locations, a completed Retailer Agreement and three complete gift industry trade references (including addresses, telephone and account numbers) must be received prior to processing. Personal references, i.e., bank, credit card, etc., are not sufficient for Net 30 terms. Each resale location must be approved individually. Please allow 3 weeks for a reply. (Response time may vary seasonally.) Contact your sales representative regarding minimum order requirements.

If you are a new retail business without gift industry trade references, pre-payment of the entire order amount is required. (We cannot accept personal checks. Business/Company checks, please.) Sorry, no C.O.D. orders accepted.

New Accounts will be opened at Our sole discretion based upon market conditions and other factors deemed relevant by Us.

ORDER REQUIREMENTS:

Minimum initial order = \$500. Minimum reorder = \$350. Multi-store orders: minimum of \$350 per store. Reference order form for piece and case requirements. If Your location changes, or new locations are added, New Account approval will be required (as noted above). Please allow 3 weeks.

INACTIVE ACCOUNTS:

Previously established accounts that have not ordered within 6 months will automatically be deemed inactive. To be reinstated, inactive accounts must meet New Account requirements, and must meet minimum opening order requirements (as noted above).

INVOICE AND CREDIT:

Upon approval by Us, including required credit approval, payment terms are Net 30 days. Back orders under \$100 will be cancelled. Merchandise and applicable freight charges will be invoiced as of the date of shipment. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in Our sole opinion, Your financial condition so warrants. Failure to pay invoices when due, at Our election, makes all subsequent invoices immediately due and payable irrespective of terms. We may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for any nonperformance in whole or in part.

TAXES:

Prices do not include any municipal, state or federal sales, use, excise, or similar taxes. In addition to the prices specified, the amount of any present or future sales, use, excise or any other tax that may be imposed shall be paid by Buyer.

RETURNED CHECKS:

Buyer will be assessed a service charge of \$30.00 for each check returned to our bank regardless of reason the check is returned.

COLLECTION COSTS, DELINQUENT PAYMENT FEES:

All sums not paid when due shall bear interest at the maximum legal rate allowed by law. If payment due hereunder has to be collected upon demand of an attorney, or collection agency, or suit has to be instituted for the enforcement hereof, Buyer agrees to pay all costs and expenses thereof including, without limitation, reasonable attorney's fees (including appellate attorney's fees), collection fees, and court costs.

SHIPPING:

Delivery shall be performed as follows: for Yankee Candle® brand Products: F.O.B. Origin (Yankee Candle distribution center or as designated); for WoodWick® brand Products: F.O.B. Origin (WoodWick Blairs, VA distribution center or as designated). Title to, and risk of loss of, the goods pass to Buyer at the time of pick up by Buyer's carrier agent at shipping origin location. Buyer shall bear all risk of loss or damage in transit. We are not responsible for damage or loss in transit. Buyer shall be responsible to file claims with any carrier for damage occurring during shipment. We will use diligent and commercially reasonable efforts to deliver as specified herein but shall not be liable to You in any manner for any delays in delivery. We reserve the right to make delivery in installments and back order goods unless Buyer expressly states otherwise in writing. All such installments and back orders shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of an installment or back order shall not relieve Buyer of its obligation to accept remaining deliveries.

SPECIAL HANDLING:

If special handling is required to prepare Your order for shipment, We reserve the right to apply a 2% service charge, \$50 minimum.

CLAIMS:

All claims by Buyer must be made within 7 days of receipt of goods. Merchandise purchased for future use must be checked upon receipt. Failure to make a claim within the stated time constitutes acceptance of the goods AS IS.

DAMAGES:

Buyer shall be responsible to file claims with any carrier for damage occurring during shipment. UPS, FedEx, and Common Carrier: Note damages upon delivery. For common carrier shipments only, save original carton(s) and contents for possible inspection; call the carrier to report the damages and receive claim instructions. For all shipments, notify the Yankee Candle Sales and Service Department immediately of any damages.

RETURNS:

No returns accepted without authorization of Yankee Candle Sales and Service Department, which may be withheld at Our sole discretion. Merchandise must be received in good saleable condition, with price tags removed. No cash refunds for returned merchandise – credit only.

DURING PEAK SEASON, Sept. 15th – Dec. 24th:

In the interest of the most expedient shipping possible for all customers, We may be unable to add to in-house orders already released for shipment. Minimum reorders will be required. Please anticipate the possibility of a lengthened lead time; early delivery is recommended. To avoid late delivery of Christmas merchandise, We may discontinue backordering on or about Thanksgiving until after Christmas.

CANCELLATIONS AND CHANGES:

Orders that have been accepted by Us may not be cancelled or changed without Our written consent. We will require as a condition of such consent, reimbursement for any costs incurred in performance of the original order or additional costs due to changes.

NONWAIVER:

Any failure by Us to enforce a term of these Terms & Conditions shall not affect Our right thereafter to enforce the same or any other term, nor shall the waiver of any breach of any provision be a waiver of any succeeding breach.

INTELLECTUAL PROPERTY:

Buyer acknowledges and agrees that We are the sole and exclusive owners of all trademarks, trade dress and trade names used by Us in relation to the Products (collectively, the "Trademarks"). Any use of the Trademarks or other intellectual property (e.g., advertising materials, photographs, other assets) by Buyer shall be made only with Our prior written approval and solely in connection with the advertising, promoting or selling of the Products under the terms of these Terms & Conditions, and any such use shall inure to the benefit of Yankee Candle and/or its affiliates. In no event shall Buyer or its affiliates file any application to register a trademark or a domain name or use any trademark, domain name, business name or trade style that incorporates or is confusingly similar to any of the Trademarks. If Buyer files any application of any kind that incorporates or is confusingly similar to any trademark, it shall immediately transfer such application or its rights derived therefrom to Yankee Candle or an affiliate as designated by Us. Violation of this provision is considered a material breach by Buyer which gives Us the right to immediately terminate all agreements and cancel all pending orders.

CONFIDENTIALITY:

By virtue of Your relationship with Us, You may receive or have access to certain materials and information that is confidential or proprietary to Us ("Confidential Information"). You shall not use (except to perform Your obligations under these Terms & Conditions) or disclose Confidential Information without Our express written permission. You shall safeguard Confidential Information with the same degree of care You use to safeguard Your own proprietary and confidential information but, in no event, shall You use less than a reasonable degree of care. You shall promptly notify Us of any actual or suspected misuse or unauthorized disclosure of Confidential Information. You further agree that these Terms & Conditions shall also constitute Confidential Information.

INDEMNIFICATION:

Buyer shall indemnify, defend and hold Us, and Our agents, successors, assigns, parents, subsidiaries, affiliates, customers, or other vendors harmless from and against any and all claims, damages (including incidental and consequential damages), losses, costs and expenses (including reasonable attorneys' fees) which may be suffered or incurred arising out of: (i) any breach of the terms and conditions herein by Buyer; (ii) any acts or omissions by Buyer, its employees, agents or subcontractors; (iii) any alteration(s) to the goods not authorized by Us; (iv) Buyer's removal of or failure to include any and all instructions and warnings regarding the goods and provided by Us; (v) Buyer's oral or written instructions or warnings inconsistent with those provided by Us; (vi) goods that have been damaged by Buyer or those that have been damaged by a consumer and/or returned by a consumer after a retail sale; and/or (vii) Buyer's or Buyer's agent's failure to comply with all applicable laws, rules, regulations or ordinances.

LIMITED WARRANTY:

We warrant our products to be free from material defects in workmanship and material, and Our liability and obligations under this warranty do not include any claim for expenses incurred or losses suffered in using such products but is limited solely to replacement of such products or the granting of a merchandise credit. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, LOST PROFITS OR CONTINGENT DAMAGES OF ANY NATURE WHATSOEVER. OUR LIABILITY SHALL NOT, IN ANY EVENT, EXCEED THE AMOUNT ACTUALLY PAID UNDER THE PURCHASE ORDER GIVING RISE TO THE CLAIM.

FORCE MAJEURE:

Deliveries of the Products may be suspended by Us in case of act of God, war, riots, fire, explosion, flood, public health crises, pandemics, widespread outbreaks of disease, strike, lockout, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accidental breakage of machinery or apparatus, national defense requirements or regulations of the United States Government or any subdivision thereof, including military, state, local, or federal governmental orders or mandates, or any cause beyond Our control. If, because of any such circumstances, We are unable to supply the total demand for the Products, We may in Our sole discretion allocate available supply among Us and all of Our customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be canceled without liability.

DISPUTE RESOLUTION:

The interpretation and construction of these Terms & Conditions, and all matters relating to these Terms & Conditions, will be governed by the laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed entirely within the State of Delaware without giving effect to any conflict of law provisions thereof. Any legal action or proceeding with respect to these Terms & Conditions may be brought in the court of competent jurisdiction for the Commonwealth of Massachusetts and by execution and delivery hereof, each party irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of the sale by Us to Buyer. Each of the parties irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with these Terms & Conditions brought in the courts referred to in the preceding sentence. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law. BUYER IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OR ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THESE TERMS & CONDITIONS OR ANY PORTION OF THESE TERMS & CONDITIONS, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.

ENTIRE AGREEMENT:

Our sale to you is limited to and expressly made conditional on your assent to the typed and printed terms and conditions of sale on the face and reverse side hereof, all of which form a part of this order and which supersede and reject all prior writings, representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein, whether or not signed by You. Your acceptance of the goods or payment operates as acceptance by You of Our terms and conditions of sale. These Terms & Conditions may only be modified upon written notice by Us. These Terms & Conditions govern all sales of products by Us to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders, telephonic orders, internet orders, electronic orders via EDI or otherwise. Buyer shall not assign any sales order or any part thereof including, but not limited to any obligations to make any payment(s) due or to become due hereunder, without Our written consent. If any provision of these Terms & Conditions or the application thereof to any person or circumstance shall, to any extent, be adjudged invalid by an arbitrator or court of competent jurisdiction, the remainder of these Terms & Conditions (and the application of such provision to other persons or circumstances) shall not be affected thereby.

Prices effective on orders placed after 11/1/2022. All prices are wholesale and to the domestic trade only. Prices are subject to change without notice. These Terms & Conditions supersede all others, written or implied.

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Newell Home Fragrance-Wholesale The
Yankee Candle® Company, Inc.
16 Yankee Candle Way
PO Box 110
South Deerfield, MA 01373-0110

Wholesale Dealer Application

Please type or print legibly

Send completed application packet to
YCC-DL-newdealers@newellco.com
or fax to 800-872-7905



BUSINESS INFORMATION

Business Name:

Do you currently have a Newell Home Fragrance account? (Yankee Candle®, WoodWick®, Chesapeake Bay®)
If so, please list account #(s)
Is this request for Yankee Candle®, WoodWick®, Chesapeake Bay®?

Is this a(n): Additional Location: y/n Move: y/n New Owner: y/n

Owner:	phone:	email:
Manager:	phone:	email:
Buyer:	phone:	email:
Accounts Payable:	phone:	email:
Store Phone:	Store Fax:	
Store Website:	No Internet sales without written authorization from Newell Home Fragrance Division. Will you sell our products on your store website? y/n	

ADDRESS INFORMATION

If approval is requested for more than two store locations, please attach separate list

Billing Address:	
Resale Address #1:	
Resale Address #2:	
Ship to Address (if different than resale address):	Is this address a warehouse? y/n

Business Profile Information

Location description: (example mall, strip center, freestanding store)	Class of trade: (example general gift, florist, hardware, pharmacy, garden center)	Store hours of operation:
		Selling square footage of store:

LEGAL NOTICES

All information supplied will be kept strictly confidential.

Important: Resale at any location without approval is strictly prohibited and may result in termination. In addition, the relationship between The Yankee Candle Company, Inc. (aka "Newell Home Fragrance") and each re-seller is "at will". That is, Newell Home Fragrance is free at any time to choose with whom we wish to deal. Moreover, both Newell Home Fragrance and the re-seller have the unilateral right at any time to terminate the relationship for any reason whatsoever, or even for no reason.

The Yankee Candle®, WoodWick® and Chesapeake Bay® brand names stand for premium-quality products offering exceptional gift-giving, decorative and fragrance performance. Our premium brand image and related goodwill are among our most valuable assets.

The Yankee Candle®, WoodWick® and Chesapeake Bay® brand images are critical to our sustained growth and long-term success. If the Yankee Candle®, WoodWick® and Chesapeake Bay® brand names are tarnished, it will significantly harm those brands, and retailers of Yankee Candle®, WoodWick® and Chesapeake Bay branded products.

Please email photos of your store and send the completed application along with completed resale tax forms for the state in which each store resides. Applicants with multiple locations should submit a single application with address details for all requested locations, provided that each additional location shares the same retail concept and class of trade. If not, each location requires its own separate application. Each location will be considered separately. Approval/denial of one location does not ensure the approval/denial of the others.

I have completed this application fully. All information provided is truthful and accurate to the best of my knowledge. I have read, understand and accept the above legal notices.

Authorized Signature

Date