



Wagonway rewards its wholesale customers through its loyalty program as detailed below:

AMOUNT SPENT ON PURCHASES	REBATE PERCENTAGE
\$100,000 - \$1,000,000	1%
\$1,000,000 - \$5,000,000	2%
\$5,000,000 - \$10,000,000	3%
\$10,000,000 +	4%

The rebate will be paid on the total invoice amount, less taxes, bi-annually in the form of a check. Purchases to be included in the first HTD are the combined total from January to June and will be paid out mid-August. Purchases to be included in the second HTD are the combined total from July to December and will be paid out mid-February. (*HTD – Half Year To Date)

LARGE VOLUME ORDERS

Individual orders over **\$249,000** that pay the full balance within **10 days** after receiving and accepting the order will receive **2% credit** to be used towards future orders.

Individual orders over **\$449,000** that pay the full balance within **10 days** after receiving and accepting the order will receive **3% credit** to be used towards future orders.

REBATE OFFER OVERVIEW

- **Rabate:** 1% Rebate on Qualifying Purchases over \$100,000; 2% Rebate on Qualifying Purchases over \$1,000,000; 3% Rebate on Qualifying Purchases over \$5,000,000; 4% on Qualifying Purchases over \$10,000,000
- **Large Volume Orders:** 2% or 3% applied credit with prompt balance payment.
- **Customer Support:** Personal Wagonway Account Manager

TERMS AND CONDITIONS

These Terms apply to your access to, and participation in Wagonway Business Development (“BD”) Managed Account Rebate (“Rebate Offer”), which is operated by Wagonway, LLC (“WW”). This Rebate Offer is a Special Offer for Wagonway Loyalty Program Members actively managed by a Wagonway Business Development Account Manager. By participating in the Rebate Offer (1) you consent to these Terms; (2) you agree to be bound by these Terms and all terms incorporated by reference; (3) you acknowledge and agree that you have read and accepted these Terms and are responsible for remaining knowledgeable about the Rebate Offer’s rules; and (4) you acknowledge and agree that Wagonway reserves the right to terminate, modify, or supplement these Terms, customer managed account status, or the Rebate Offer at any time with or without prior notice and in Wagonway’s sole and absolute discretion. Your participation in this Rebate Offer is subject to the Terms of Use on www.wagonway.com; including all Additional Terms and Conditions for Registered Users, Wagonway for Loyalty Program; these Rebate Offer Terms; and Wagonway’s Privacy Statement. These Terms do not alter the terms and conditions of any other agreement you may have with Wagonway for other products and services. Any changes or modifications will be effective immediately upon notification from your Business Development Account Manager, and you waive any right you may have to receive specific notice of such changes or modifications. The Rebate Offer is valid through December 31st 2022 (“Promotion Period”), subject to Wagonway’s rights to terminate, modify, add, end or delete the Rebate Offer or its benefits at any time. Business Development Account Manager managed account(s) may be eligible for a rebate (“Rebate”) based on the eligibility and Qualifying Purchases as defined below:

A. Rebate Offer Eligibility: This Rebate Offer is available to commercial customers in the United States who are chosen by Wagonway, in Wagonway’s sole discretion, to participate in the Business Development’s Managed Account Rebate Offer. You must complete the registration on-line in order to be eligible and considered a Managed Account Program Registration Process on <https://www.wagonway.com/create-account/>. You must achieve a minimum of \$100,000.00 in Qualifying Purchases for a Rebate Period to be eligible for a Rebate. Wagonway reserves the right to change the minimum Qualifying Managed Account Rebate Offer Terms Purchase threshold at any time. If you do not achieve a minimum of \$100,000.00 in Qualifying Purchases for a Rebate Period you may, at the sole discretion of Wagonway, be removed from this Business Development Team Managed Account Rebate Offer.

B. Rebate Offer Registration: To participate in the Rebate Offer, you must register on Wagonway and register all applicable forms of tender (“Registered Tender”) that will be utilized for Qualifying Purchases. To register you will be assigned an individual Rebate Offer identification number (“Participant ID”) associated with the Business Development Team Managed Account Rebate Offer. The Wagonway Account must be registered under a business name (“Organization”). Please note benefits and rewards will accrue and be distributed only to the “Organization” as defined in your Account on wagonway.com. Providing false information or omitting requested information may be grounds for denial of enrollment or termination of participation. You must provide a valid email address during registration. Participants may choose to inactivate your membership at any time by contacting your Wagonway Business Development Account Manager in writing requesting inactivation.

C. Qualifying Purchases: “Qualifying Purchases” include net completed purchases made and paid in full with

Wagonway's accounting department, less any taxes, fees and returns, as further detailed below and subject to the exclusions below. Qualifying Purchases will only be tracked and eligible for a Rebate if (1) you have completed the wagonway.com registration requirements, and (2) you utilize an acceptable form of Registered Tender. It is your sole responsibility to register and maintain the form of tender (check). Products and services that are eligible to count towards Qualifying Purchases are subject to change from time to time at Wagonway's discretion. The rebate will not include any additional concessions, nor will it include any dollar amount specific to shipping/freight costs incurred and additional credit discount offers or promotions; or associate discretion price adjustments. This Rebate Offer may not be combined with any other discount or rebate program offered by Wagonway including but not limited to Wagonway Supply Agreements, large volume order account credit, or other Wagonway rebate programs.

D. Rebates: You may receive a Rebate based on your Qualifying Purchases paid at Wagonway's discretion. Rebates will only be paid on Qualifying Purchases. Rebates will be paid twice a year, at Wagonway's discretion, based on Wagonway's fiscal calendar. The first Rebate earning period ("Rebate Period") will be from January through June and the second Rebate Period will be from July through December. Registered Tender added to a specific Participant profile after the close of a Rebate Period will count towards the next Rebate Period and are not eligible as Qualifying Purchases on any previous Rebate Period. Registered Tender added to a specific Participant profile after the start of the Rebate Period will count towards the Qualifying Purchases of that specific Rebate Period. Participants should inquire directly with their Wagonway Account Manager for information on their rebate amount and payment status. Rebate will be paid by check mailed to the Organization name and address provided by you in your Wagonway account profile. Rebates will be paid within in 45 days of the close of the Rebate Period. Please allow 8 weeks for processing. Contact your organization admin or Wagonway Business Development Account Manager to confirm the primary admin for your Organization.

E. Rebate Calculation: The Rebate Offer amount will be determined in accordance with the graduated percentage discounts in the Rebate table below. Each tier and the Rebate Offer amount earned is cumulative, meaning the applicable percentage applies to the total amount spent. Rebate Table Total Registered Tender Purchases Rebate Offer
Rebate \$0 - \$99,999.99 = 0%, \$100,000.00 - \$999,999.99 = 1%, \$1,000,000.00 - \$4,999,999.99 = 2%, \$5,000,000 - \$9,999,999.99 = 3%, \$10,000,000 + = 4%

Example Customer Calculation Customer Total Registered Purchases for Rebate Period

- \$3,000,000 Rebate Offer Tier Based on Total Spend 1% Qualifying Purchases
- Rebate Period Calculation \$3,000,000 x 2% Rebate Period Payout: \$60,000

F. Acceptance: By registering for the Rebate Offer and making Qualifying Purchases with Wagonway, you accept all terms and conditions in these rules and release Wagonway and hold Wagonway's harmless from any claim, liability or damage relating to the Rebate Offer. WAGONWAY LLC, ITS PARENT, SUBSIDIARIES OR AFFILIATES, MAKE NO EXPRESS OR IMPLIED REPRESENTATION OF WARRANTY AS TO ANY BENEFITS AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM THE USE OR ACCEPTANCE OF ANY PART OF THE REBATE OFFER.

G. Taxes: You are solely liable and responsible for any applicable federal, state, or local taxes arising out of your participation in the Rebate Offer. Please consult your tax advisor concerning any tax consequences that may arise from your participation.

ACCOUNT NUMBER: _____

CUSTOMER SIGNATURE: _____