

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

SCOTTS LIQUID GOLD INC

Form: 8-K

Date Filed: 2018-05-02

Corporate Issuer CIK: 88000

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 30, 2018

SCOTT'S LIQUID GOLD-INC.

(Exact name of Registrant as specified in its charter)

Colorado
(State or other jurisdiction
of incorporation)

001-13458
(Commission File Number)

84-0920811
(I.R.S. Employer
Identification No.)

4880 Havana Street, Denver, CO
(Address of principal executive offices)

80239
(Zip Code)

Registrant's telephone number, including area code: (303) 373-4860

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On April 30, 2018, Scott's Liquid Gold-Inc., a Colorado corporation (the "Company"), through its wholly owned subsidiary, Neoteric Cosmetics, Inc., entered into a third amendment (the "Third Amendment") to its customer agreement with Church & Dwight Co., Inc. (the "Customer Agreement") to extend the term of the Customer Agreement through December 31, 2019, which term will be extended automatically for additional one-year terms unless terminated by either party upon delivery of written notice within 30 days prior to the end of the relevant term.

The foregoing description of the Third Amendment is a summary only and qualified in its entirety by reference to the full text of the Third Amendment, a conformed copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference. Except to the extent amended by the Third Amendment, the Customer Agreement remains in full force and effect in all respects.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	<u>Third Amendment to Customer Agreement, dated May 1, 2018, between Church & Dwight Co., Inc. and Neoteric Cosmetics, Inc.</u>

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SCOTT'S LIQUID GOLD-INC.,
a Colorado corporation

Dated: May 2, 2018

By: /s/ Mark E. Goldstein
Mark E. Goldstein
President and Chief Executive Officer

CUSTOMER AGREEMENT – THIRD AMENDMENT

This THIRD AMENDMENT TO THE CUSTOMER AGREEMENT (“**Third Amendment**”) is dated May 1, 2018 by and between Church & Dwight Co., Inc. (“**C&D**”) and Neoteric Cosmetics, Inc. (“**Customer**”). Each a “**Party**”, together the “**Parties**”.

PREAMBLE

WHEREAS, C&D and Customer entered into a Customer Agreement, with an effective date July 15, 2014 as amended on July 1, 2016 and July 17, 2017 (collectively the “**Agreement**”);

WHEREAS, Customer wishes to continue to distribute certain C&D products; and

WHEREAS, C&D and Customer hereby mutually desire to amend the Agreement as stated below.

The Parties hereby agree to amend the Agreement as follows effective as at the Effective Date (as defined below):

1. Section 2 – Term.

The Term of the Agreement is hereby renewed for a period of one (1) year from **January 1, 2019** and shall expire on **December 31, 2019**.

2. Authorized Specialty Retailers List.

As of the Effective Date of this Third Amendment, the Authorized Specialty Retailer List is deleted in its entirety and replaced with the revised Authorized Specialty Retailer List to be delivered by C&D concurrently with the execution of this Third Amendment.

3. Effect of the Third Amendment.

In the event of any conflict between the terms set forth in this Third Amendment and the terms of the Agreement, the terms in this Third Amendment shall supersede and control as to the subject matter. In all other respects, all other terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used in this Third Amendment shall have the meaning ascribed to them in the Agreement unless otherwise defined herein.

*****Signature Block*****

IN WITNESS WHEREOF, this Third Amendment is executed and effective as of the last date written below (“Effective Date”) by the duly authorized representatives of the Parties.

CHURCH & DWIGHT CO., INC.

By: /s/ Gina Hall
 Name: Gina Hall
 Title: VP Sales Non-Food

 Date: 4/30/18

NEOTERIC COSMETICS, INC.

By: /s/ Mark Goldstein
 Name: Mark Goldstein
 Title: CEO

 Date: 4/24/18