



MINIMUM ADVERTISED PRICE POLICY

1. INTRODUCTION

1.1 Eu Natural Inc (“Eu Natural”) understands that our resellers, retailers, and distributors invest significant time and resources to delivering a strong customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our reseller’s service and support efforts. As a result, Eu Natural has unilaterally established this Minimum Advertised Price (“MAP”) Policy.

2. POLICY STATEMENT

2.1 Eu Natural, in its sole discretion, reserves the right to discontinue doing business with any reseller, retailer, or distributor that advertises any product(s) covered by this MAP policy at a price lower than the MAP.

3. GENERAL GUIDELINES

3.1 All Eu Natural products, including any affiliated sub-brands, are covered by this policy.

3.2 The MAP for any Eu Natural product shall not be below the current Manufacturer’s Suggested Retail Price (MSRP) as published on the Eu Natural price sheet. MAP pricing may be changed by Eu Natural at its sole discretion.

3.3 Eu Natural recognizes that distributors are free to make their own decisions to advertise and sell any Eu Natural product at any price they choose, without consulting or advising Eu Natural.

3.4 Eu Natural will exercise its right to make its own decisions regarding authorized resellers, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or marketing programs.

3.5 The MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the telephone.

3.6 Eu Natural believes in maintaining a well regulated and fair marketplace for all its authorized resellers.

4. ADVERTISING GUIDELINES

4.1 The MAP policy applies to all advertisements of MAP products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, magazines, television, radio, internet sites, social media, or any other electronic media.

4.2 Website features such as “click for price,” automated “bounce-back” pricing e-mails, automatic price display for any items prior to being placed in a customer’s shopping cart and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute “advertising” under this MAP policy.



4.3 It shall not be a violation of this MAP policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.

4.4 From time to time, Eu Natural may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP policy to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. “after manufacturer's rebate” appears in the same area of the advertisement as the advertised product.

4.5 From time to time, Eu Natural may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, Eu Natural reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

5. RETAILER GUIDELINES

5.1 The quality of Eu Natural product must be strictly maintained and not adulterated, commingled, or blended with any other products or substances in any manner.

5.2 All Eu Natural products must be clearly identified, correctly labeled, and resold under their proper marks.

5.3 Resellers shall not sell, deliver, or otherwise supply Eu Natural product to any reseller or website that does not have express written permission from Eu Natural.

5.4 Resellers shall not sell Eu Natural product on Amazon.com, eBay.com, Walmart.com, or any other marketplace as determined by Eu Natural. Resellers also agree to not sell to any customer if that customer sells as a third-party vendor on Amazon.com, eBay.com, or other online marketplaces unless that customer first registers and is approved by Eu Natural.

6. BUNDLING GUIDELINES

6.1 “Bundling” or advertising Eu Natural products for sale together with other products will violate this MAP policy when the effective or stated price of the bundle represents a discount of greater than 25% of the MAP.

6.2 Gift cards, coupons, or other incentives which are contingent on the purchase of a MAP product will violate this MAP policy when the effective or stated price of the bundle represents an immediate discount of greater than 25% of the MAP.

7. POLICY ENFORCEMENT

7.1 If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Eu Natural will consider this to be a violation by the reseller.



Eu Natural reserves the right to cancel any pending orders, restrict future orders, or suspend resellers' account if Eu Natural reasonably believes:

- i. a reseller has violated the provisions of this policy; or
- ii. a reseller intends to violate this policy.

7.2 Eu Natural reviews the advertised prices of resellers, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any Eu Natural investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Eu Natural MAP policy investigation is a violation of this MAP policy.

7.3 The MAP policy will be enforced by Eu Natural in its sole discretion and without notice. Resellers, distributors, and dealers have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP policy should be directed in email to info@eunatural.com.

Last updated: November 12, 2019