

PJUR GROUP USA, LLC MAP PRICING AND COMPLIANCE AGREEMENT FOR ON-LINE RETAIL SALES

As a Pjur Group USA, LLC Retailer you are required to read and agree to the terms and conditions contained herein regarding the marketing, sale, and resale of Pjur products. Pjur Group USA defines Retailer as companies selling to end-consumers on the World Wide Web.

Before receiving further shipments of product, the Retailer shall sign a copy of this Agreement and forward to the Pjur Distribution Partner. The signatory must be an officer of the company duly authorized for this purpose. For the sake of clarity, a signed scanned document shall be deemed acceptable.

All orders shipped to the Retailer are subject to the following restrictions regarding the marketing, advertising and resale of Pjur products, including proper images and text.

Pricing

Pjur Group USA, LLC's Minimum Advertised Price (MAP) Policy and Compliance Agreement for Retailers shall become effective October 19, 2016. The policy has been created to support our Retail Distribution Partners, specifically those who invest their time and resources to educate customers on the unique benefits and advantages of Pjur products. Discounting and misrepresentation compromise the premium positioning and lowers its perceived value to consumers. It also may violate FDA laws.

The MAP/Compliance for each product is at this moment defined as a maximum of 20% discount off the currently published manufacturer's wholesale prices as listed on the attached wholesale price list. Obtain authorization in writing from Pjur Group USA, LLC for any additional discounts.

This Agreement applies to all retail pricing as well as advertisements, images, text via any media, including but not limited to flyers, catalogs, coupons, newspaper, mailers, internet listing and any other print or electronic means. The MAP does not apply to in-store pricing as long as that pricing is presented within the walls of a brick and mortar retail outlet and for phrases such as "call for the lowest price" so long as the price (if any) is at MAP or above.

Pjur Group USA, LLC reserves the right to offer special promotions and to suspend or modify the MAP at its sole discretion. In such cases, distributors shall be notified via email, phone, or mail.

Failure of the Retailer to honor the MAP/Compliance Agreement and participate in its enforcement shall automatically terminate the Retailer from the marketing, sale, and resale of any and all Pjur products.

Marketing and Promotional activities

1. The use of the Pjur registered trademark for use in search engine optimization practices shall be authorized by Pjur Group USA, LLC in writing.
2. The retailer shall conduct marketing activities in a lawful manner with the highest standards of fair trade, fair competition, and business ethics and shall ensure its employees do the same. The retailer shall market the property in such a way that they do not violate any FDA regulations or any other USA laws.
3. The retailer shall not make any statements or claims that are untrue or inaccurate.
4. Retailer indemnifies Pjur Group USA LLC for non-compliance with any and all laws or regulations including but not limited to any and all wrongful advertising or statements or illegalities.
5. Official Pjur promotional material is available through pjurgroupusa.com upon request.
6. Other promotional material used by a Retailer or re-seller must be approved in writing by Pjur Group USA, LLC.

Payment

1. Payment is due on the agreed upon Terms & Conditions on each invoice.
2. All orders shall be placed via email, phone, or fax.

Minimum Order

1. Minimum order requirements for Retailers are pack quantities unless approved.

Return Policy

1. Under no circumstances shall Pjur Group USA, LLC accept returns of expired product.
2. All product returns shall have prior authorization from the authorized reseller or Pjur Group USA, LLC
3. Any product that is returned without prior authorization shall be shipped back at customer’s expense.
4. No returns shall be accepted after 60 days of order receipt unless approved by the reseller or Pjur Group USA, LLC.

Amazon EBay and other Internet auction sites

Effective October 19th, 2016, Pjur Group USA, LLC shall cause the MAP retail violator to be removed from any and all auction sites and third party resellers. Failure to sign a MAP agreement is a clear violation. The reasons for MAP enforcement are the following:

1. To prevent counterfeit products that violate our Patent, Copyright, and Trademark rights from being sold on the sites above;
2. To prevent the sale or resale of any non-compliant or expired product, which may be unhealthy for end users;
3. To prevent buyers purchasing on the above-mentioned sites from being subject to fraud from disreputable sellers;
4. To ensure that each and every Pjur user gets 100% value for their money, including high-quality customer support after sales support;
5. To ensure there is no cross-border selling;
6. To comply with FDA labelling regulations and USA laws and regulations;
7. All Retailers shall be required to sign a new MAP agreement if they have a store name change or any other online identifier change.

Trade Mark, Copyright, Design Registration

1. Should the Retailer become aware of the questionable or counterfeit product, they should immediately notify Pjur Group USA, LLC by email (info@pjurgroupusa.com).

Federal Tax ID

A valid Sales Tax Certificate is required of the Retailer and shall be presented to Pjur or the Distributor upon demand.

Remedies

Pjur Group USA, LLC reserves the right to terminate any Retailer found to be in violation of this agreement, as well as cancel any placed or in process orders of any violators.

Agreement to Terms & Conditions

To remain an active account and continue trading with Pjur Group USA, LLC beginning October 19th, 2016, Distributors agree to abide by the above terms and conditions. All terms and conditions including price of goods are subject to change at any time. We reserve the right to refuse any order for any reason and to stop supply of Pjur products should this agreement be breached or broken.

By signing below you accept the above Terms and Conditions

Name _____ Signature _____ Date _____

Company _____ Title _____

Amazon Store Name _____

Ebay Resllers Name _____