

2016 Retailer Agreement & Minimum Advertised Price (MAP) Policy

To Our Valued Retailers,

In order to maintain the integrity of the Clean Light Laboratories, LLC (CLL) brand, CLL has established a Retailer Agreement with a Minimum Advertised Price (MAP) Policy for resellers of CLL products. This policy has been established to protect and support all resellers, as well as consumers of CLL products. The intention is not to interfere with the businesses of our resellers, but rather to enable customers to have sustainable business practices by allowing for a reasonable profit margin.

Effective July 1, 2016, we require that all new retailers read and sign the following Retailer Agreement:

This Agreement sets forth the terms and conditions by and which Retailer will be permitted to sell CLL products.

Acceptance of Orders

- Retailer may send purchase orders directly to the CLL or to an authorized distributor by mail, email, or over the telephone. Purchase orders must include Retailer's name, billing address, the address to which the products are to be shipped, item numbers, and the number of units being ordered. For e-commerce sites, a full list of URLs featuring the CLL products must be provided to CLL.
- All purchase orders sent by Retailer are subject to acceptance by CLL and its Distributors.
- CLL and its Distributors reserve the right to cancel orders that do not meet requirements.
- CLL and its Distributors reserve the right to refuse or cancel any order deemed questionable or of significant risk to CLL regardless of payment method and price confirmation.
- CLL and/or its Distributors will use best efforts to fill accepted orders within standard business practices and will use its best efforts to advise Retailer in advance of any inability to make full and timely delivery of any order.
- CLL is not responsible for any lost sales or revenues resulting from a delay in filling any order.

Shipping

- Unless otherwise specified by Retailer and agreed to by CLL or its Distributors, orders will be shipped via the most cost effective shipping option. Damages, shortages or products lost in shipment must be reported to CLL or its Distributors within five (5) days of receipt. CLL and/or its Distributors will assist in tracking, tracing and replacing items lost or damaged in shipment and in filing claims with shipping companies when appropriate.

Warranty/ Return Policy

- The UVee™ product line is protected by a one (1) year warranty which covers defects in workmanship or materials in the mechanical and electrical parts. Detailed warranty information and instructions are provided with each product sold by CLL. UVee™ bulbs are replaceable if damaged and are protected by a five (5) year warranty.

- Dismantling or modification of the CLL products in any way invalidates this warranty.
- Warranty is covered directly by CLL and is handled directly with the consumer.

Intellectual Property

- The UVee™ product line from CLL as well as our packaging are protected by patents, trademark and copyrights.
- Purchasing and or using URLs that include “UVee” or “Clean Light Laboratories” or its phonetic equivalents or misspellings is strictly prohibited.
- CLL polices and enforces its intellectual property rights against infringers to the fullest extent allowed by law.
- No intellectual property rights are transferred to or acquired by Retailers selling CLL products.

**Minimum Advertised Price (MAP) for current CLL products
UVee™ Advertised Prices are as follows:**

Item#	Description	UPC	Price
UVee-3001	Home Play	869619000203	\$179.99
UVee-3002	Go Play	869619000210	\$119.99

- Retailers of a CLL product may not advertise a price lower than the MAP for that product.
- Prices below the MAP cannot be advertised in any medium, including print, internet, television, etc.
- Retailers may not directly or indirectly discount said advertise prices in any manner whatsoever, including but not limited to providing free products or accessories to its customers, providing promotional coupons/giveaways/sales, or by discounting the otherwise standard shipping cost it charges to its customers without prior written approval for CLL
- Temporary sales, discounts, and promotions that effectively lower the retail price of the product below MAP are impossible to enforce, and therefore acceptable (i.e. 10% discount on order totals exceeding \$200). However, these discounts must not be applied directly to the advertised price; the advertised price cannot be below the MAP.
- Permanent discounts and promotions that effectively lower the retail price below the MAP (for example, extraordinary discounts on shipping) are unacceptable. Aggregating the product price and shipping price to satisfy the MAP policy is also unacceptable. The CLL MAP Policy applies to the advertised price of a product before shipping, handling, or additional charges are levied.
- Lowering the price of an item below MAP for the purpose of a clearance or liquidation is acceptable with prior approval in writing from CLL however CLL will record this in our system and this reseller will never be supplied with that product again. If a pattern of this behavior is recognized, CLL will be forced to take further action in accordance with our rights as a manufacturer.

- Resellers must disclose valid names, contact information, and domain addresses for any and all websites on which CLL products are sold. This includes Amazon storefronts, any subsidiaries affiliated with your business, and any other online resellers your business may be supplying.
- CLL will hold distributors and retailers or resellers who sell to other retailers/resellers, responsible for the MAP policy compliance of their customers and any business entities who they are supplying.
- CLL reserves the right not to sell to any distributor or retailer found to be in violation of this policy and/or the wholesale terms and conditions. However, CLL will not be held responsible for enforcement of this policy or lack thereof. CLL will act accordingly when deemed necessary and when legal.

All notices, requests, demands, consents and communications necessary or required under this Agreement shall be delivered in writing to:

Company Name: _____
 Attention: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

MAP Enforcement Policy

When necessary and legal, CLL will take the following steps to enforce its MAP policy:

- The first time CLL finds a reseller (retailer or distributor) to be in violation of the MAP policy, CLL will send a warning message to the reseller notifying them of the MAP policy violation(s). The reseller is required to remedy the situation by increasing all infringing prices to be at or above the MAP within one week (five business days) of the first warning message.
- If the reseller does not contact CLL once prices are in compliance, or if the reseller is found to be in continued violation of the MAP policy in excess of one week (five business days) after the first warning message is sent, CLL will immediately place the account on a six month shipping hold and all pending purchase orders/backorders will be cancelled.
- CLL will continue to monitor online prices for the duration of the shipping hold.
- The reseller must remain in compliance with the MAP policy throughout this entire period in order to resume business at the end of six months.

Terms of Agreement

- Unless terminated as hereinafter provided, this Agreement shall remain in force indefinitely and govern all transactions between the parties relating to all referenced products.

Termination of Agreement

- Except as otherwise provided herein, either party may terminate this agreement at any time without cause by giving the other party five (5) days written notice of termination.
- In the event of termination, this Agreement shall remain applicable to any purchase order made by Retailer and accepted by CLL or its Distributors prior to the date of notice of termination was given.

- Upon termination of this agreement for any reason, all monies owed by Retailer to CLL or its Distributors shall be due and payable immediately.

Arbitration of Disputes

- Any claim or controversy arising out of this Agreement and Addendum or a breach thereof shall be settled by binding arbitration which will be conducted by the American Arbitration Association in accordance with the commercial arbitration rules of this respective organization. Judgment upon any award may be entered in any court having jurisdiction. Any such claims shall be arbitrated in Phoenix, Arizona Maricopa County.

Entire Agreement

This instrument constitutes the entire Agreement between the parties with regard to the sale of the CLL products discussed above. Except as provided herein, this Agreement can only be modified in writing signed by both CLL and Retailer.

Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Retailer Acknowledgement

- By signing below, I acknowledge and agree to the stipulations indicated in this Retailer Agreement. I further agree that my account will have no recourse, legally or otherwise, against Clean Light Laboratories, LLC or its Distributors upon account termination, and all monies owed and outstanding balances will become due and payable immediately.
- I have the authority to sign this document and execute this Retailer Agreement on behalf of my company and related agents of my company. I have read the document and by voluntarily signing below, agree to all terms and conditions herein. I further understand that any false and/or misleading information could result in the irrevocable termination of my account with Clean Light Laboratories, LLC or its Distributors.

By signing below, the retailer understands and agrees to the above terms and conditions.

Company Name:
