



## WHOLESALE POLICIES

### Overview

As the world's leading developer of Magnesium-based, mind-body wellness products, Alivio Products, Inc. is focused on maintaining high margins for our resellers, affiliates and retail partners. In recognition of the investment in time and resources required for our partner network to provide the level of customer service and product knowledge expected from our end users, Alivio Products is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. All Alivio Products, Inc. authorized resellers must agree to the terms and conditions of the following wholesale policies. We are equally committed to providing you with the highest quality customer service. Let's keep the lines of communication open and work together as partners to change health outcomes by helping people address the negative effects of Magnesium deficiency.

### What We Need from You

- Business Certificate (with EIN and Business Sales and Use Tax information)
- Reseller Certificate
- Business Credit Application
- Credit Card or Business Banking Information

### What We Offer & Require of You

Please note that our products are offered at wholesale cost to retailers with a valid sales permit ID for the purpose of resale only. Generally, our wholesale products are priced more than 50% below our MSRP. Due to the immense savings, we have certain criteria that must be met in order to open a wholesale account:

1. Your store must meet the standards of the Alivio Products, Inc. brand and not dilute the image we promise to uphold for our wholesale family.
2. Accounts will be reviewed annually. We reserve the right to cancel an account if Alivio Products are not being well maintained, stocked in suitable temperatures, displayed well, kept in good hygiene (sample/tester products replaced as needed) or if the account changes ownership. **Duplication or adulteration of products or packaging or falsely representing products as your own is strictly prohibited.**
3. Alivio Products, Inc. does not allow our products to be sold on any type of auction site, Ebay, Amazon or online retail site. Our products can only be sold at physical locations provided to Alivio Products at the time of order, and all products must be sold under and by the company whose Tax ID number is on file.
4. Our products cannot be sold at temporary locations not previously approved by Alivio Products, Inc. (such as art & craft festivals or pop-up shops). Our products cannot be sold at consignment shops, second hand stores, or stores that contain previously owned products (without prior approval).
5. We reserve the right to limit or discontinue the selling of our products to parties with sales and distribution strategies not compatible to those of Alivio Products, Inc.
6. Order Fulfillment: Our goal is ship your order as quickly as possible. However, fulfillment can take up to 3 weeks depending upon stock levels, and therefore all wholesale partners are asked to plan accordingly. If all products in your order are in stock and ready, you should receive your order within 2 weeks unless expedited shipping is selected. Back-ordered items can take up to 5 weeks to arrive. Your account manager will be in touch to see if you would like items to be sent as they are ready or held until the order is able to be shipped in full. Additional shipping fees may apply.
7. Shipping & Handling: The shipping charges quoted in your order are based on the total weight of the products chosen via UPS/USPS/FEDEX Ground. All orders will have delivery confirmation. Orders shipped via UPS will require mandatory insurance based on the wholesale value of the order. Alivio Products, Inc. will not be responsible for any loss or damage that may occur during shipment.
8. Alivio Products, Inc. reserves the right to refuse any order felt to be fraudulent.
9. Wholesale Payments: First orders must be paid in full in U.S. currency prior to shipment. All future orders can be paid Net 30. We accept all major credit cards, checks (with a 10 day hold for processing), cashier's checks, and US money orders. Returned checks due to insufficient funds will be charged a \$50 fee and check writing privileges will be suspended/cancelled at Alivio Products' discretion. Credit card charges will appear on your statement as Alivio Products, Inc.

10. Wholesale Returns & Restocking Fees: We stand behind our products and want to maintain a great relationship with our wholesale partners. After all, you're family! All orders come with a five (5) day money back guarantee. Items must be in resalable condition. Simply return the merchandise with the original invoice and a note stating your reason for return and we'll gladly refund your purchase price. Shipping & handling charges are not refundable, and a 15% re-stocking fee will be deducted from the refund.
11. Lost, Incorrect or Damaged Goods: If your merchandise is damaged or incorrect upon arrival, save all contents and packing materials and contact us within 3 business days after its arrival. Shipments that arrive in damaged condition will be replaced only after the damaged merchandise has been returned to Alivio Products, Inc. within 10 days of receipt for inspection. Shipments that have been determined to be lost, after thoroughly researching the package through delivery confirmation tracking, will be replaced. For both circumstances, a monetary refund will not be given. We will replace the product or give you a credit with Alivio Products, Inc.
12. Canceling/Changing Your Order: Due to our size and efficient fulfillment, we move pretty quickly, so we cannot guarantee that your order can be cancelled or altered after it has been placed. You may contact us as soon as possible to see if your order has already started to be processed. In the event that it has not, we will be more than happy to make changes to it within 24 hours.
13. Wholesale Partner Intranet: Upon receipt of your first order, you will receive a user name and password that will give you access to our private intranet website.
14. Privacy Policy: We hate spam as much as you do and will never share your information with anyone. It is for our eyes only. Subscription to our newsletter is not automatic and must be registered for by you. The only automatic subscription is for our resellers who will be added to a reseller list to be notified of any important changes in policies, line sheets updates, and things of similar important nature that directly affect your account and sales.
15. Territory Limitations: The sale or distribution of Alivio products outside the United States or to a third party other than an end consumer is strictly prohibited unless specifically approved in writing by Alivio Products, Inc. reserves the right to cancel or limit the sale of its products to parties whose sales and distribution strategies are incompatible with those of Alivio Products, Inc.
16. Minimum Advertised Price Policy (MAP): Alivio Products, Inc. has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of Alivio's products. The MAP policy applies to all Alivio products.

### **MAP PRICING**

Latest & individual item pricing information.

<u>Item Number</u>	<u>Item Name</u>	<u>MAP</u>
6296	DESTRESSology Body Balm	\$34.00
6302	DESTRESSology Recovery Spray	\$25.00
6289	DESTRESSology Bath Crystals Energizing	\$20.00
6265	DESTRESSology Bath Crystals Calming	\$20.00
6272	DESTRESSology Bath Crystals Detoxifying	\$20.00
4304	MAG Sport Support Balm	\$34.00
4328	MAG Sport Support Spray	\$25.00
4335	MAG Sport Support Soak	\$20.00
4311	Boom Boom Butter	\$18.75

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

### **INTERNET MAP POLICY GUIDELINES**

Due to the popularity of our products, Alivio Products has taken a closer look at maintaining a level playing field for the resellers of our products. We view the Internet like any other medium for advertising Alivio Products. The same rules and violations that apply to print/in-store advertising also apply to resellers who use the Internet for advertising, price offering and/or order placement. To remain in compliance with Minimum Advertised Price (MAP) guidelines, all advertised prices must be at, or above, the current suggested retail price as published by Alivio

Products, Inc. Because you, as the Reseller, can sell our products for any price you deem appropriate, Alivio Products does not believe that our MAP policy will restrain your ability to sell our products at a price that you deem profitable.

Alivio Products, Inc. offers numerous products bearing trademarked brand names (collectively the “Trademarks”). Authorized resellers may use the Trademarks including, “DESTRESSology”, “MAG Sport Support” and “Boom Boom Butter” or any similar marks or derivatives thereof, product part numbers or any copyrighted material, in connection with any product advertising, publication, catalog, web page, or other printed, audio, video, or electronic material as long as they adhere to the following requirement:

- No Trademarks or Copyrighted Material may be used in any advertisement, catalog, or publication, whether printed, audio, video, or electronic unless the price used is the suggested retail price as published by Alivio Products, Inc.
- Alivio Products, Inc. also holds copyrights to the material in all of its catalogs and advertisements. In order to monitor the use of its trademarks, trade names, service marks and copyrights, Alivio Products, Inc. must approve any use of our trademarks.
- Alivio Products, Inc. does not in any way restrict or limit the price at which a Reseller sells any of the products that it distributes. It does, however, enforce an Advertising Policy, which is intended to preserve the goodwill and market reproduction of Alivio Products, Inc. and its trade names and Marks.

To be sure that advertisements or publications comply with the Alivio Products, Inc. Advertising Policy, the wholesaler can submit the advertisement or other publication to Alivio Products, Inc. for approval prior to printing and distribution. These requests for approval can be submitted through your account representative or through the Corporate Headquarters at [aliviopartner@alivioproducts.com](mailto:aliviopartner@alivioproducts.com). Alivio Products, Inc. will respond to this request within one (1) week.

#### **EBAY/AMAZON SALES**

Under no circumstance are Alivio Products to be listed on Ebay or Amazon. If Alivio discovers that you are selling products on either website, our partnership will be immediately cancelled and monetary fines may be charged. This policy may change in the future.

#### **OTHER INTERNET SITE PRICING**

Reseller may only sell Alivio Products online through their own website. In these cases, prices that are below MAP may NOT appear in any online search tool (i.e., Google Shopper, Price Grabber, Next Tag, etc.) where the reseller website is linked as the source.

**NOTE:** Online sales and marketing strategies that result in advertised pricing below the MAP pricing thresholds are prohibited. In certain cases, the ‘add to cart’ or ‘click here to see our low price’ strategies will result in MAP violations. Google Checkout will advertise the last price paid for a product. Therefore, when Alivio Products are sold at prices below MAP pricing thresholds, an advertising event is created to the next consumer because they see the product and the ‘last price sold’ without having to ‘add to cart.’ This type of inadvertent advertising is NOT PERMITTED and must be monitored by the Authorized Reseller or the Reseller risks losing the authorization to sell Alivio Products.

#### **PRICING STATEMENTS**

Alivio Products’ MAP Policy does allow resellers to omit pricing entirely from advertisements and/or add statements such as “Call for Price” or “Call for Quote.” Statements such as ‘Add to Cart,’ ‘Add to Cart to See Price,’ ‘See Price in Cart,’ or ‘Click Here to See Our Low Price,’ are no longer acceptable within the Alivio Products MAP policy agreement.

## **PRICE MATCHING WHOLESALE DISTRIBUTOR PRODUCTS**

Price matching policies are acceptable; however, they cannot be used as a valid reason for violations of Alivio Products' MAP Policy. Advertised price must always be at MAP or higher.

## **COMPLYING WITH THE MAP GUIDELINES**

- We try to keep the MAP guidelines as easy to understand and adhere to as possible. By following important points listed throughout this document, your advertising efforts will remain in compliance with the MAP program. If you choose to do so, you may leave out pricing information in your advertising and promotions altogether.
- If you choose to advertise prices for any Alivio Products in your promotional efforts, the pricing for them must be at or above the current MAP listing.
- No discount images, "strike throughs", "minus-outs" or words such as "subtract," "take away," "less," may be used if it makes the price of the Alivio Products advertised product below MAP, either as an individual product or as part of a bundle. If a price is to be listed, it is listed only as a price at MAP.

## **FAILURE TO COMPLY**

If a Reseller's advertising material contains prices other than suggested retail prices and the advertising material was not pre-approved by Alivio Products, Inc. the Advertising Policy will be enforced in the following manner. At the discretion of Alivio Products, Inc., intentional and/or repeated failure to abide by Alivio's MAP Policy can result in the loss of authorization status and your ability to order Alivio's products at your current reseller price.

## **FIRST OFFENSE**

Reseller will receive a documented notice of violation ("Notice") and will be given seven (7) days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages or Internet sales sites.

## **SECOND OFFENSE**

Reseller will receive a Notice and will be placed on a non-ship basis for a period of thirty (30) days from the date of the Notice with regard to all products involved in the violation.

## **THIRD OFFENSE**

Reseller will receive a Notice and will be placed on a non-ship basis for a period of ninety (90) days from the date of the Notice with regard to all products involved in the violation.

## **FOURTH OFFENSE**

Reseller will receive a Notice and will be placed on a non-ship basis indefinitely with regard to all products involved in the violation.

All MAP pricing levels, and changes for regulated Wholesale Distributor products can be found at <https://aliviopartner/alivio-products-map-policy/>.

Alivio Products enjoys its relationship with all of its wholesale partners and wants to work with each Reseller to assist in helping make the Reseller's business as successful as possible.

By placing a wholesale order, you are stating that you understand and adhere to all policies set forth by Alivio Products, Inc.



## Private Label Policy

### 1. Introduction

Alivio Products, Inc. offers a complete line of all natural Magnesium-based mind-body wellness products, developed in New Jersey, from the finest natural ingredients available. We use fair trade ingredients sourced from the highest-quality providers as possible.

We recognize that our success is tied to the success of our network of authorized resellers. We also know that many of our resellers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging private labeling that would be detrimental to our resellers' service and support efforts. As a result, Alivio Products, Inc. has unilaterally established the Private Label ("PL") Policy.

### 2. Policy Statement

Alivio Products, Inc., in its sole discretion, reserves the right to discontinue doing business with any reseller that is found in violation of this PL Policy.

### 3. Private Label Guidelines

Alivio Products does not allow for any of its products to be relabeled, repackaged, rebranded then resold under another name but Alivio Products. Resellers will violate this PL Policy when:

- i. The product(s) is relabeled: Removal or destruction of any Alivio Products labels, barcodes or stickers from its original packaging and relabeled under a different name or company.
- ii. The product(s) is repackaged: Removal or destruction Alivio products from its original packaging; and repackaged under a different name or company.
- iii. The product(s) is rebranded: Removal or destruction of any Alivio Products branding and rebranded under a different name or company.
- iv. The product(s) is resold under any other name but Alivio Products.

### 4. Co-branding Guidelines

Alivio Products will not allow for reseller to co-brand their products with ours without prior discussion and approval. If we agree:

- i. Alivio Products must give written approval for co-branding
- ii. Alivio Products must provide artwork, packaging, labels, and products.
- iii. Reseller must follow all of Alivio Products MAP and wholesale policies under the co-branded name.

Resellers will violate the Co-Branding Policy when:

- i. Products are repackaged, rebranded, relabeled or resold under any other name but the approved co-branding.
- ii. Co-branded products violate MAP or wholesale policies.

## 5. Policy Enforcement

If a reseller violates this PL Policy at any store location, or on any associated website, then Alivio Products, Inc. will consider this to be a violation by the reseller.

Alivio Products, Inc. reserves the right to cancel any pending orders, restrict future orders, or suspend reseller account if Alivio Products, Inc. reasonably believes:

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

Alivio Products, Inc.'s PL Policy Administrator is solely responsible for determining whether a violation of the PL Policy has occurred, as well as determining appropriate actions to remedy the violation.

Wavers to this PL Policy may be granted at Alivio Products' sole discretion by the PL Policy Administrator in writing. Alivio Products, Inc. Sales, Marketing or other personnel are not authorized to modify or grant exceptions to the PL Policy. In the event that the PL Policy Administrator authorizes a waiver to the PL Policy, resellers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the PL Policy.

Alivio Products, Inc. monitors their products either directly or via the use of 3<sup>rd</sup> party agencies or tools. Resellers are expected to provide reasonable cooperation in any Alivio Products, Inc. investigation regarding possible PL Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with an Alivio Products, Inc. PL Policy investigation is a violation of this PL Policy.

The PL Policy will be enforced by Alivio Products, Inc. in its sole discretion and without notice. 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 PL Policy should be directed to: [sales@alivioproducts.com](mailto:sales@alivioproducts.com)



# Business Credit Application

## Contact Name/Address

Last:	First:	Middle Initial:	Title
Name of Business:			Tax I.D. Number
Address:			
City:	State:	ZIP:	Phone:

## Company Information

Type of Business:	In Business Since:		
Legal Form Under Which Business Operates:			
Corporation		Partnership	Proprietorship
If Division/Subsidiary, Name of Parent Company:		In Business Since:	
Name of Company Principal Responsible for Business Transactions:		Title:	
Address:	City:	State:	ZIP: Phone:
Name of Company Principal Responsible for Business Transactions:		Title:	
Address:	City:	State:	ZIP: Phone:

## Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #:	Savings Account #:	Business Loan:	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

## Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date