



Dr. Garber's, LLC Internet Sales Terms and Conditions and MAP Policy

This Policy governs the internet resale of products purchased from Dr. Garber's, LLC, d/b/a Dr. Garber's Natural Solutions and Maxwell Pet by Dr. Garber's (hereafter Dr. Garber's, LLC) and its authorized distributors. This Policy is provided to all new and existing customers as a benefit of being a valued customer of Dr. Garber's, LLC. At Dr. Garber's, LLC we make a committed effort to support your sales of our products through our brand advertising, promotions, product demonstrations, and consumer education. As a condition of being an Internet Reseller of Dr. Garber's, LLC's products, it is essential that you adhere to the following terms and conditions. Failure to abide by these terms and conditions may result in the suspension and/or termination of your account with Dr. Garber's, LLC and the ability to purchase Dr. Garber's, LLC's products from its distributors.

Third Party Marketplace: Dr. Garber's, LLC's products may never be advertised on mass marketplace or auction websites such as, but not limited to, Amazon, eBay, Rakuten, Walmart, Jet or Craigslist. Resellers are only authorized to advertise and sell Dr. Garber's, LLC's products directly to consumers or end-users from private, external websites registered with and approved by Dr. Garber's, LLC. Resellers are strictly prohibited from reselling Dr. Garber's, LLC's products to any other retailer or distributor, whether authorized by Dr. Garber's, LLC or not.

Minimum Advertised Price (MAP): Dr. Garber's, LLC is solely responsible for establishing its MAP. The MAP is the price that is designated for each product in Dr. Garber's, LLC's current Retail Price List. While resellers remain free to sell Dr. Garber's, LLC's products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Dr. Garber's, LLC's product at a price lower than the MAP. Such advertisements include, but are not limited to:

- a) Offering coupons, discounts, rebates, or other inducements at a price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to Dr. Garber's, LLC's products.
- b) Bundling Dr. Garber's, LLC's products with other products or services in a manner that results in below-MAP pricing for the bundled Dr. Garber's, LLC's Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may "call for price" or "email for price" as long as no price is listed and no automated call or "bounce-back" email is used in response. Any variation between the advertised price, the in-cart price, and/or the checkout price is prohibited. For purposes of this Policy, the terms "advertise" and "advertisement" include all promotional or pricing information displayed via any type of media including, but not limited to, website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage, and any other marketing or promotional materials, whether provided online or through broadcast or other media.

Dr. Garber's, LLC practitioner-customers should be aware that this Policy does not apply to the advertising of Dr. Garber's, LLC's products when the advertising takes place inside the practitioner's office to the practitioner's patient base.

Reseller Business Names: Reseller acknowledges full disclosure of all of its corporate names and business names (d/b/a) under its control to Dr. Garber's, LLC and its authorized distributors and has disclosed a list of any such business names to same.

Use of Trademarks: Dr. Garber's, Dr. Garber's Natural Solutions and MaxWell Pet by Dr. Garber's are registered trademarks of Dr. Garber's, LLC. Approved resellers may use Dr. Garber's, LLC's trademarks in relation to selling Dr. Garber's, LLC's products. Dr. Garber's, LLC retains all rights, title and interest in and to its trademarks and other intellectual property. Reseller shall not register or attempt to register any of Dr. Garber's, LLC's trademarks as a trademark or Internet domain. Reseller understands that significant goodwill is associated with Dr. Garber's, LLC's trademarks, and therefore, promises to operate its business consistent with the highest integrity and good business standards.

Disease Claims: In an effort to protect you the reseller and Dr. Garber's, LLC from potential legal liability due to the clear requirements of the United States Food and Drug Administration with regard to disease claims being associated with dietary supplements, Dr. Garber's, LLC products may not be displayed or mentioned within two clicks of any disease claims. Dr. Garber's, LLC may review Customer's website at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Dr. Garber's, LLC in association with any disease claims, even if Dr. Garber's, LLC has previously approved or accepted Customer's website or the material displayed thereon. Dr. Garber's, LLC may require Customer to make changes to Customer's website at any time to the extent Customer is using the Trademarks in a manner that violates applicable FDA or FTC regulations, any other applicable laws or regulations, or Dr. Garber's, LLC policies.