



## Dealer and Minimum Advertised Price (MAP) Agreement

Agreement effective as of the date of execution below, by and between North American Pharmacal, Inc. (called "NAP"), a Connecticut corporation with a principal place of business at 213 Danbury Road, Wilton, CT 06897 and Dealer identified below.

Dealer (identified below) is accepted as an approved reseller of North American Pharmacal, Inc. (NAP ) products, subject to the following conditions.

- Dealer may purchase products from NAP in accordance with NAP's then-current wholesale price list.
- Dealer shall pay for all Products shipped pursuant to this Agreement at NAP's wholesale prices in effect at the time of shipment, less any applicable discount. Payment shall be made in advance or, upon submission to NAP and NAP's acceptance of a credit application, within 30 days after the date of NAP's invoice.
- All risks of loss or damage to Products after shipment shall be borne by Dealer. Dealer agrees to pay all shipping and applicable taxes in any way associated with the Products. Products purchased by Dealer are not returnable or refundable, except as otherwise expressly provided herein.
- Dealer may sell products by ecommerce methods only on the following platforms: List of Dealer's web-sites  
 \_\_\_\_\_  
 \_\_\_\_\_
- Dealer will have complete responsibility for warehousing and delivering Product to Dealer's customers.
- Dealer agrees not to advertise NAP products at prices below a minimum advertised price (MAP). NAP's MAP is currently equal to its published Suggested Retail Price. NAP, at its sole discretion, without notice and from time to time, may add or delete products to the list of NAP Products subject to this MAP policy and may change the minimum advertised prices for such listed products. This Agreement applies to the Dealer's advertised prices in newspapers or catalog print, direct mail pieces, faxes, on radio, television, electronic media and the Internet, including but not limited to Dealer's website(s), electronic advertising, banner ads, auction sites, and e-mail.
- This MAP Policy does not extend to a Dealer's actual resale price, which the Dealer may set in its sole discretion.
- If NAP determines, in its sole discretion, that Dealer has advertised NAP products at prices below the stated MAP, NAP may cancel any or all of Dealer's outstanding orders, decline new orders from Dealer, and terminate Dealer's appointment as a reseller of NAP products.
- This Agreement may be terminated by NAP at its sole discretion at any time.

### Agreed and Accepted:

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_  
 State & Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Date: \_\_\_\_\_

### North American Pharmacal, Inc.

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_