



**CinDen**

[www.cinden.com](http://www.cinden.com)

## RETURN POLICY

We stand behind our products 100%, and your complete satisfaction is our goal. If you experience any fulfillment, shipping, or quality issues with an order, such as an incomplete or incorrect order, or if any damage occurred during shipping, please contact us within five business days to obtain your Return Authorization Number and begin the return process.

No other product returns are accepted, unless the product was ordered in error. In order to receive a credit for a returned product, you must notify, and get approval from, one of our customer service representatives within five business days of receiving the order. Please contact us before shipping any product back for a return, as we will not accept any returns received without a Return Authorization Number, generated by CinDen. All credits will be applied back to your account and will be available for future orders. All returns are subject to a 15% restocking fee.

To receive credit for returned product(s), you must:

- Notify Customer Service at [cindennutri@cinden.com](mailto:cindennutri@cinden.com) within five business days of receiving the order to report the error or issue.
- Include your Return Authorization Number, provided by CinDen Customer Service, on the Return Form.
- Ensure that any products ordered in error remain un-opened, un-marked, and in a sellable condition.
- Make sure that it is a CinDen formula that is currently available in inventory.

# INTERNET SALES POLICY

As valuable consideration for CinDen's agreement to supply Products to Customer (as the terms "Products" and "Customer" are defined in the Parties' Customer Protection Agreement), Customer acknowledges and agrees as follows, and Customer shall abide by this Policy and any modifications hereto which may, from time to time, be implemented by CinDen.

1. CUSTOMER SHALL NOT RESELL, SELL, MAKE ANY REFERENCE TO PRICES/PRICING OR DISTRIBUTE ANY OF THE PRODUCTS USING THE INTERNET, ANY INTERNET SITE OR ANY OTHER ELECTRONIC MEDIUM OR DEVICE WITHOUT CinDen's PRIOR WRITTEN APPROVAL. The term "Internet Site" shall include, but is not limited to, any World Wide Web site, USENET, newsgroup, bulletin board, server or other online service at any electronic domain name, address or location, or any other form of online service or other form of electronic commerce whatsoever.
2. CUSTOMER MAY REFER TO CinDen AND THE PRODUCTS ON ITS INTERNET SITE AND MAY INCLUDE A LINK TO CinDen'S WEBSITE; HOWEVER, CUSTOMER MAY INCLUDE SUCH REFERENCE AND/OR LINK ONLY WITH CinDen 'S PRIOR WRITTEN APPROVAL.
3. CUSTOMER SHALL NOT IDENTIFY, LIST OR POST ANY PRODUCT PRICES ON THE INTERNET WITHOUT CinDen'S PRIOR WRITTEN APPROVAL.
4. IF CinDen AUTHORIZES THE CUSTOMER TO REFER TO CinDen AND/OR THE PRODUCTS ON ITS INTERNET SITE, CUSTOMER SHALL MAINTAIN ALL PRICES/PRICING, CinDen IMAGES, TRADEMARKS, REFERRAL CODES OR DISTRIBUTION ANY OF THE PRODUCTS BEHIND A PASSWORD PROTECTED SITE THAT IS AVAILABLE ONLY TO THE CUSTOMER'S PATIENTS AND NOT TO THE GENERAL PUBLIC. THE FOLLOWING DISCLAIMER MUST BE INCLUDED WHEREVER CinDen PRODUCTS ARE MENTIONED:

## LEGAL NOTICE

CinDen's Professional Formulas are available through select licensed health care professionals. The Internet sale and discounting of CinDen formulas are strictly prohibited. \_\_\_\_\_ .com makes CinDen formulas available only to patients of our clinic. If you are a patient of \_\_\_\_\_ you may inquire about CinDen by calling \_\_\_\_\_.

- 5) IF CinDen AUTHORIZES CUSTOMER TO LIST PRODUCT PRICES ONLINE, SUCH PRICES SHALL BE PASSWORD PROTECTED AND AVAILABLE ONLY TO PATIENTS OR CUSTOMER THROUGH THE USE OF A PASSWORD. ACCESS TO THE PRICING INFORMATION MUST BE LIMITED TO CUSTOMER AND CUSTOMER'S PATIENTS ONLY.
- 6) CUSTOMER AGREES THAT THE GENERAL PUBLIC CANNOT PLACE AN ORDER FOR CinDen PRODUCTS THROUGH CUSTOMER'S WEBSITE. ANY PATIENT SEEKING TO PURCHASE CinDen PRODUCT ONLINE MUST BE REFERRED BACK TO THE CUSTOMER BY THE DISPLAY OF THE ABOVE DISCLAIMER.
7. CinDen RESERVES THE RIGHT TO DISCONTINUE SALES TO CUSTOMER AND ALL OUTSTANDING AMOUNTS FOR PRODUCTS SHIPPED WILL BECOME IMMEDIATELY DUE AND PAYABLE.
8. CinDen RESERVES THE RIGHT TO ENFORCE ITS STATUTORY RIGHTS TO RECOVER DAMAGES AGAINST CUSTOMER FOR TRADEMARK INFRINGEMENT.

The approvals referenced above may be withdrawn, rescinded and/or revoked by CinDen at any time for any reason or no reason at all at CinDen 's exclusive and unfettered discretion.

Customer's failure to comply with the aforementioned items regarding this Policy will result in, among other things, the immediate termination of the Parties' Customer Protection Agreement, and will subject Customer to all damages, costs and fees available to CinDen under the Customer Protection Agreement and the province of Manitoba law.



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## **MINIMUM ADVERTISED PRICE (MAP) POLICY AGREEMENT**

Effective December 1st-2021, CinDen has adopted this Minimum Advertised Price Policy Agreement ("MAP Agreement") on Doctor Wilson's Original Formulations® brand products ("ICA products"), which shall apply to all CinDen Healthcare Professional Partners, Distributors and Retailers, including catalogs and internet retailers (collectively, "Resellers"), who resell CinDen products to end users located in Canada.

CinDen values the efforts of all Resellers to distribute CinDen products. This MAP Agreement is designed to: (1) Protect Reseller retail prices so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners; (2) Avoid destructive intra-brand channel conflict; (3) Avoid discount sellers undercutting the Manufacturer's Suggested Retail Price (MSRP) more than other Resellers.

**This MAP Agreement has been adopted by CinDen for all our Resellers and will be uniformly enforced.**

This MAP Agreement shall work under the following guidelines:

1. A copy of this MAP Agreement must be signed by the Reseller and received and approved by CinDen before the Reseller may purchase CinDen Products.
2. It is the responsibility of the Reseller to ensure compliance with the current MAP Agreement and the MAPs for CinDen products.
3. This MAP Agreement shall apply to all CinDen products listed in the Pricing Guide attached to this MAP Agreement. The MAP for each product shall be 10% below the manufacturer's suggested retail price (MSRP) as listed in the MAP Pricing Guide. MAP Pricing shall be listed for each CinDen Product. MAP pricing is established by CinDen and may be adjusted by CinDen at any time at its sole discretion. It is the responsibility of the Reseller to ensure compliance with the current MAP Agreement or the MAPs for specific CinDen Products.
4. This MAP Agreement applies to all advertisements of CinDen products in all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet and similar electronic media, including websites and any other method which uses the hypertext transfer protocol or any internal link to a web-based shopping cart, email newsletters, email solicitations, television, radio, or public signage. This MAP Agreement is not applicable to any in-store advertising that is displayed only in a brick and mortar store and is not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging which merely state the price are not considered "advertising" for purposes of this MAP Agreement. In that regard, this MAP Agreement does not apply to the actual sales price on any "check-out page" of any Reseller's website or related internet site (typically the page at which the end user finally purchases the product).
5. Any advertisement that refers to the price of any product contained in the CinDen MAP Pricing Guide must state the price at MAP or higher. If pricing is displayed, any strike-through or other alteration of the MAP is prohibited.

6. Bundled Products (two or more products sold together as a single sale) cannot be sold at less than the bundled products' combined MAP prices total.
7. Bundling" or including a free or discounted product (whether made by CinDen or another manufacturer) with any CinDen product violates this MAP Agreement and is not permitted unless: (A) When bundled solely with other selected CinDen Products, the aggregate price for the bundle is not less than the combined MAP total for all of the products included; (B) When bundled with one or more products not distributed by CinDen , the advertisement clearly states the price of all CinDen products included in the bundle and the price so stated is at or above the MAP for the combined total of the CinDen Products.
8. The MAP Agreement applies only to advertised prices and does not apply to the price at which the products are actually directly sold or offered for sale to an individual consumer within the Resellers' retail location or over the telephone. The MAP Agreement does not in any way limit the ability of any Reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP. The MAP Agreement does not establish maximum advertised prices. All Resellers may advertise CinDen Products at any price in excess of the MAP established for such products. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
9. From time to time, there may be promotions authorized by CinDen for products covered by the MAP Agreement. In such events, CinDen reserves the right to modify or temporarily suspend the MAP with respect to the affected products by notifying all Resellers of such a change. CinDen further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon seven (7) days advance written notice to Resellers provided that such changes shall apply equally to all Resellers. CinDen reserves the right at any time to modify, suspend or discontinue this MAP Agreement in whole or in part in its sole discretion. MAP modifications will be made available and can always be seen at MAP Retail Prices at [www.cinden.com](http://www.cinden.com). It is the responsibility of the Reseller to ensure compliance with the current MAP Agreement or the MAPs for specific CinDen Products.
10. In cases of violation of the MAP Agreement, Resellers will be allowed twenty-four (24) hours after notification to bring advertising into compliance or CinDen will cease supplying products to the Reseller. In cases of intentional and/or repeated failure to abide by this MAP Agreement, CinDen will terminate all orders and cease doing business with the Reseller. CinDen is not required to provide prior notice or issue warning before taking action under this MAP Agreement.
11. This MAP Agreement is solely the decision and responsibility of CinDen. No employee or sales representative of CinDen has any authority to modify or make exceptions to this MAP Agreement. Any action of any person or entity other than CinDen itself that claims to modify this MAP Agreement or seeks agreement of any person to modifications in or the circumventing of the MAP Agreement is unauthorized and invalid. Any questions about this Agreement should be in writing and directed to CinDen by mail: CinDen, 123A Scurfield Blvd, Winnipeg, MB R3Y 1L6 by email: [infocindennutri@cinden.com](mailto:infocindennutri@cinden.com) with the title line MAP Agreement.
12. This MAP Agreement and any MAP Product Pricing Guide are subject to modification or discontinuance by CinDen at its sole and absolute discretion, at any time.
13. Distributors of CinDen Products will supply a copy of this MAP Agreement to any new or existing Reseller to be completed, signed, and returned to CinDen via one of the contact options listed below. The signed form binds the Reseller to abide by the MAP Agreement and Reseller requirements spelled out in this document.

The foregoing is a statement of CinDen Minimum Advertised Price Policy Agreement and conditions, and expresses the terms upon which CinDen conducts its pricing policy with its customers. CinDen does not seek, nor will it accept, any agreement or understanding other than the MAP Agreement with respect to the prices Resellers may advertise at any time.

Please indicate your understanding of this CinDen Minimum Advertised Price (MAP) Policy Agreement and your willingness to abide by its terms and conditions by signing and listing below the names of all of your companies that sell CinDen Products (attach another sheet if more space required). Please return the signed MAP Agreement at your earliest convenience to CinDen, 123A Scurfield Blvd, Winnipeg, MB R3Y 1L6, by email: [infocindennutri@cinden.com](mailto:infocindennutri@cinden.com) with the title line MAP Agreement.

*Date:* \_\_\_\_\_

*Company:* \_\_\_\_\_

*Additional Companies* \_\_\_\_\_

\_\_\_\_\_

*Address:* \_\_\_\_\_

*Phone:* \_\_\_\_\_ *Email:* \_\_\_\_\_

*Authorized Representative:* \_\_\_\_\_