



## RUMINA NATURALS RESELLER AGREEMENT



Rumina Naturals Inc.  
406, 917-85<sup>th</sup> St SW  
Suite 182  
Calgary, AB T3H 5Z9  
Canada



## **RUMINA NATURALS INC. RESELLER AGREEMENT**

This Reseller Agreement is made as of the effective date set forth below, between Rumina Naturals Inc, 406, 917-85<sup>th</sup> St. SW, Suite 182, Calgary, AB T3H 5Z9, Canada (“Rumina Naturals”) and

\_\_\_\_\_ (“Reseller”)

This agreement is entered into on \_\_\_\_\_.

WHEREAS Rumina Naturals Inc. is engaged in the business of providing supplements and products for pregnancy, lactation and baby healthcare.

THEREFORE, the parties agree as follows:

1. This Agreement is intended to supersede any previous reseller agreement between Reseller and Rumina Naturals.
2. Business. Reseller agrees to provide its business license and website address to Rumina Naturals.
3. Price. The reseller is bound by Rumina Naturals Minimum Advertised Price (MAP) Policy/Agreement provided with this document and may advertise Rumina Naturals products at or above the MAP as stated in the policy.
4. Secondary Sellers. Reseller shall ensure any of their secondary sellers adhere to the MAP policy.
5. Price to Reseller. Rumina Naturals will give a minimum of 45 day notice to price changes.
6. Packaging. The Reseller has the right to sell each individual product with a Rumina Naturals UPC barcode but may not repackage or rebrand the products. A Rumina Naturals issued UPC barcode product cannot be opened by the reseller or resold in smaller quantities or under a different name.

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7. Lot numbers. Rumina Naturals will track lot numbers for Good Manufacturing Practice (cGMP) purposes to the Reseller and is not responsible for lot number tracking to the Reseller's customers.
8. Storage. The Reseller will store the product in a dry, odor free, well-ventilated environment. Rumina Naturals cannot be responsible for products that are stored in an insufficient manner.
9. Returns. Customers of Reseller should return product directly to Reseller and Rumina Naturals will credit the Reseller's account once the return has been processed according to the Terms of Sale.
10. Product Damages. All freight damage must be noted on the delivery receipt at the time of delivery and acknowledged by the deliverer. Damage must be reported within 3 business days of delivery.
11. Online Representation. The reseller cannot represent itself as Rumina Naturals at any reseller websites.
12. Timeframe. This agreement will be in force perpetually from that date on which it is signed. This agreement will be re-evaluated by Rumina Naturals occasionally. Any changes will be made in writing.
13. Enforcement. Rumina Naturals may, at its own discretion, stop supplying products to any reseller found to be in violation of the Reseller or MAP Agreement.

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## **RUMINA NATURALS INC.**

### **MINIMUM ADVERTISED PRICING POLICY**

Rumina Naturals Inc. (Rumina Naturals) objective is to provide all authorized Resellers of Rumina Naturals with exceptional customer service and support necessary to maintain the highest level of satisfaction in the products we have carefully created. We are committed to maintaining high margins for our Resellers. In recognition of the investment and resources required to maintain our standards of practice, we value good will and our corporate reputation immensely. Certain types of advertising can jeopardize this and as a result, Rumina Naturals has created a Minimum Advertised Price Policy.

#### **APPLICABILITY**

This Policy applies to all categories of resellers and distributors.

#### **RESPONSIBILITY**

Each Reseller is responsible for ensuring its selling as well as those resellers that they sell to comply with this policy.

#### **DETAILS**

1. Minimum Advertised Price. A Reseller may not advertise the price of Rumina Naturals products at a discount.
2. Initial MAP and MSRP are attached to the Rumina Naturals Reseller Agreement.
3. The MAP policy applies to all advertisements of Rumina Naturals products in all and any media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet advertising such as banners, pop-ups, email marketing or any web site accessible to the public including traditional retailers, club memberships sites, ecommerce, vendors, shopping sites, auction sites, etc. The MAP policy is not applicable to any in-store advertising that is displayed only in the store (brick and mortar) and not distributed to any customer (s).
4. The “Bundling” or advertising of Rumina Naturals products for sale together with other products will violate this MAP Policy when the effective or stated price of the bundle represents a discount of greater than 15% of the MAP.
5. Publicly accessible websites may not discount individual Rumina Naturals products for less than the MAP.
6. Websites may offer discounts once per quarter with prior written permission from Rumina Naturals for each occurrence of no more than 10 days each quarter.

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7. MAP does not establish maximum advertised prices. All resellers may offer Rumina Naturals at any price in excess of the MAP.
8. The Reseller shall ensure any of their secondary Resellers adhere to the MAP policy.

#### ENFORCEMENT

At the sole discretion of Rumina Naturals, failure to comply with MAP may result in the immediate loss of Authorized Reseller status and your ability to purchase all Rumina Naturals products both direct as well as through distribution.

Questions about whether a planned advertisement complies with this policy should be emailed to [wholesale@ruminanaturals.ca](mailto:wholesale@ruminanaturals.ca) for guidance.

Our MAP policy is intended to encourage competition for the sale of Rumina Naturals products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

By signing below, the Reseller acknowledges that is has read, understands, and agrees, to be bound by all terms and conditions of this Reseller Agreement and Minimum Advertised Price Policy.

Agreed to by:

Signer Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**RETAIL PRICE & MINIMUM ADVERTISED PRICE (MAP)**  
Effective March 01, 2017

The manufacturer's suggested retail price (MSRP) is the suggested retail price for Rumina Naturals products. The minimum advertised price ("MAP") you may advertise our products for is our MSRP price. Note that all prices are subject to change per this Reseller Agreement. MAP and MSRP are subject to change per the MAP Agreement/policy.

DESCRIPTION	UNIT PRICE
Milk Aplenty 4oz Certified Organic Tincture	<b>\$24.99</b> MSRP \$39.95
Goats Rue 4oz Certified Organic Tincture	<b>\$24.99</b> MSRP \$39.95
Ouchie Momma Nipple Rescue 1.7oz	<b>\$16.99</b> MSRP \$29.95
Baby Rump Rub Diaper Cream 1.7oz	<b>\$12.99</b> MSRP \$19.95
Totally Tallow Cream 4oz	<b>\$22.95</b> MSRP \$39.95
Womb to Grow Prenatal Vitamin 90caps	<b>\$29.99</b> MSRP \$54.99

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