

# **DISTRIBUTOR TERMS & CONDITIONS**

## *New Accounts*

To become a distributor of **Top of the World** products, an application must be filed and approved by Top of the World Distributors®. After application approval, the distributor must read and return a signed copy of the “**Distributor Terms & Conditions**” and the “**Minimal Advertised Pricing Policy**” (**MAP**) prior to placing their initial order. A distributor must be of legal age to conduct business in the country, state or province in which he/she resides. All products purchased must be for the purpose of resale.

## *Minimum Order*

A distributor planning to retail our stock formulations must order \$300.00 worth of Top of the World products initially to initiate a distributorship. The distributor price for the Calotren is \$30/bottle plus shipping/handling. For distributors ordering more than 100 bottles, the price will decrease to \$25/bottle. To remain active as a distributor and be qualified to continue purchasing product at the distributor prices; one must order \$30.00 worth of any Top of the World products monthly. With distributors requesting private labeling or custom formulations a minimum order of 500 units for private labeling and 3000 units for custom formulations is required.

## *Shipping*

For U.S deliveries, there is a \$6.00 shipping charge for orders totaling \$100.00 or less. For orders over \$100.00 a 6% shipping and handling charge will be applied. A 3% handling fee will be charged to each order for distributors requesting to use their own courier account number for shipping. For International orders, UPS shipping rates will apply. Larger orders requiring palleting will be shipped with an agreed upon trucking company. International distributors may also handle their own shipping arrangements if desired.

## *Turnaround Time*

We strive to process and ship all routine orders within 1-3 business days of receipt. Orders are usually received within 5-7 business days. On bulk orders or specialty items, processing time may be 6-8 weeks. Shipping times for orders outside the USA vary depending on the exporting/importing requirements of the intended International destination.

## *Back Orders*

We routinely keep a high inventory of all products, but rarely, we may have some items backordered. If you or your customer orders an item that is temporarily out of stock, you will be notified promptly and given a projected ship date.

## *Pricing*

All Top of the World products have a suggested retail price and the distributor is allowed to set their own pricing for the majority of the Top of the World stock formulations. However, some products such as Calotren, JAZZ and Better Joints AF have a predetermined set MAP (minimal advertised price) and this price has to be maintained in all advertising of these products. The advertising of Calotren, JAZZ or Better Joints AF below the MAP of \$55.00 is strictly prohibited.

## *Payment Options*

Full payment of orders is required before shipping, unless prior alternative arrangements have been approved. Payment methods include all major credit cards, electronic check transactions, bank drafts, wire money transfers, money orders, or cashiers checks. All International orders or request for custom formulations require 50% of the total amount of the order at the time the PO is approved and the remaining balance upon receipt of the tracking number by the customer on the day of shipment.

## *Sales Tax*

A distributor is wholly responsible for self employment tax, the collecting and paying of state/national sales tax and state, national or municipal licensing where applicable.

## *Employee Status*

The distributor is not an employee of TOTWD.

*Claims* The distributor cannot make any claims of medical or curative value of any kind relating to any of the TOTWD products. Making false or misleading claims about or regarding any TOTWD products are grounds for termination of all drop ship and distributor privileges.

## *Refunds*

All Distributor sales are final and are therefore non-refundable. Credit will only be issued for defective or damaged merchandise and for products shipped to you in error by TOTWD. Claims must be made within 5 days of receipt of merchandise. Damaged or defective products will be replaced with new products after the damaged goods are returned to us.

## *Packaging*

All Top of the World products must be sold in their original packaging only. Packaging may not be changed in any way, including the removal of product from its original package or by altering the copy or structure of the original package.

## *Promotional Materials*

The Top of the World and Calotren® name and reproduction of material containing these names for print publication, broadcast or distribution can be used only after written approval from TOTWD. All internet or website advertising content referring to Top of the World products must also be approved by TOTWD. Distributors are required to submit content for approval at least 15 days prior to proposed use. Failure to comply with these requests could result in termination of distributor privileges.

## *Trademark Usage Restrictions*

Domain names, website names or e-mail addresses used by distributors may not include the trademarked name Calotren®, Top of the World or Top of the World Distributors.

## *Advertising*

Distributors can advertise TOTWD products thru all advertising avenues, including but not limited to, web stores, newspapers, magazines, radio and television, after prior approval from Top of the World Distributors. All websites advertising Top of the World products must be "individual" sites without direct competition from other distributors on the site itself. For example, this means that you **may not** place Calotren on any auction sites (i.e. EBay auction site). However, stores associated with auction sites (i.e. EBay Stores) are allowed if the "Calotren", "JAZZ" and "Better Joints AF" MAP of \$55.00 is strictly maintained. You must notify us of all updates, changes, additions or deletions to your website, advertising or marketing materials when dealing with Top of the World products. Distributors **MAY NOT** advertise on the television or radio in markets where Top of the World Distributors or other distributors are currently advertising.

TOTWD reserves the right to amend any aspects of the above terms and conditions as deemed necessary.

**If signing electronically, please use the following format - /full name – birthday/ (i.e. /john doe – 08/01/65/)**

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

## Policy Regarding Minimum Advertised Pricing (MAP)

Top of the World Distributors actively supports the advertising and promotion of its products by its dealers and distributors through materials provided by Top of the World Distributors at no or nominal cost. Top of the World Distributors has built a strong reputation and following among consumers with Calotren and other Top of the World Products and feel that our distributors must adhere to a certain code of conduct and performance in both customer service and pricing - which can enhance the distributors' ability to provide more to the consumer. We have then decided not to support distributors whose advertisements or promotional materials have the effect of diminishing or detracting from the perceived value of Top of the World products.

The company shall enforce its Minimum Advertised Pricing (MAP) policy and the discounting of the Top of the World products Calotren, JAZZ or Better Joints AF below the MAP of \$55.00 is strictly prohibited. A slight exception will be made, however, in the case of those who wish to run specials – for example, "Buy 1, Get 1 Free," "Buy 2, Get 2 Free," etc. This issue is addressed below in the terms. Please make certain that when your products go live - online or in any printed advertisements - the pricing for all products adheres to our MAP policy. A marketing manager will be assigned to continuously monitor the sales performance of your site. We will also be available to assist you in finding innovative ways to create customer loyalty and repeat order volume through various promotions, sampling offers, and cross selling opportunities.

Top of the World Distributors has a suggested advertised retail pricing on all Top of the World Products as indicated on the Top of the World Distributor Products Price list. Those products with a MAP (Minimal Advertised Pricing) such as the Calotren will also be indicated on the distributor price list. This policy applies only to U.S. dealers and distributors.

The MAP policy shall work under the following guidelines:

1. The suggested retail pricing for all Top of the World products shall be listed on each Top of the World Distributors price list. However, MAP pricing is established by Top of the World Distributors for specific Top of the World products, such as Calotren, and may be adjusted only by Top of the World Distributors, at its sole discretion.
2. The MAP for Calotren (Liquid or Capsules), JAZZ, and Better Joints AF is \$55.00 per bottle and it must never be advertised below \$55.00 per bottle. A slight exception will be made, however, in the case of those who wish to run specials with these products and offer their customers free bottles when they purchase a predetermined amount of the product. You may advertise any variation of this type of special; however, individual bottle prices on your purchased bottles **must** be advertised for at least the MAP plus shipping, handling and applicable taxes. For example, the Minimum Advertised Price for a Buy 3, Get 1 Free Special on Calotren would be \$165.00. That's \$55.00 per bottle for the three purchased bottles, and one free bottle as a gift with the purchase. Simply put, any sold bottles must be advertised for at least \$55 per bottle. The distributor may offer as many free bottles as he chooses with every purchase as long as he advertises the bottles for sell at \$55.00 per bottle. You should then apply all shipping (unless you want to offer free shipping), handling and tax charges in addition to the advertised price.
3. The MAP policy applies to all advertisements of Top of the World Distributors products in any and all media, including, but not limited too, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
4. MAP does not establish maximum advertised prices. All dealers and distributors may offer Top of the World Distributors products at any price in excess of the MAP established for such product.
5. Top of the World Distributor's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised publicly for the products is not less than the MAP.
6. From time to time Top of the World Distributors may discontinue products or engage in promotions with respect to certain products. In such events, Top of the World Distributors reserves the right to modify or suspend the MAP with respect to the affected products.
7. **IMPORTANT:** Please recognize the consequences for violating this MAP Policy are significant. Any violation may result in termination of the distributor's connection to Top of the World Distributors and could halt all sales to said distributor.
8. The terms of this MAP policy are confidential and should not be disclosed to other parties.

This MAP policy has been established by Top of the World Distributors to help ensure the legacy of Top of the World Distributors as a top producer of high quality nutritional supplements and personal care items and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and distributors have the incentive to invest resources into services for development of Top of the World Distributors customers. Top of the World Distributors reserves the right to modify or suspend this MAP policy upon written notice to the dealers and distributors. This action is solely Top of the World Distributor's decision and responsibility. No employee or sales representative of Top of the World Distributors has any authority to discuss or modify this policy without expressed written consent of the owners.

I have read and understand the above Policy:

**TOP OF THE WORLD DISTRIBUTORS RESELLER**

**If signing electronically, please use the following format - /full name – birthday/ (i.e. /john doe – 08/01/65/)**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Website Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip \_\_\_\_\_



*Wholesale New Account Request Application*

(Must be filled out and approved along with signed MAP Agreement and Terms and Conditions prior to your first order.)

Store/Business Name \_\_\_\_\_ Date of Request \_\_\_\_\_

**Billing Address:**

**Shipping Address:**

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

***Account Information***

Account Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

Website Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

No. Years in Business \_\_\_\_\_ Type of Business \_\_\_\_\_

No. of Locations \_\_\_\_\_

How did you hear about our products? \_\_\_\_\_

How do you plan to sell these products (circle all that apply)?

STORE                      ONLINE                      HOME                      INTERNATIONAL                      US ONLY

OTHER \_\_\_\_\_

**Please return to:**

**Mail to:** Top of the World Distributors  
100 N. 1<sup>st</sup> Street  
Union City, TN 38261

**OR**

**Fax to:** 731-885-2320

**Email to:** info@totwdhealth.com