

Euro USA Trading Company Inc. Retailer & Distributor U.S. Terms & Conditions

Euro USA Trading Company, Inc. (“Euro USA”) is dedicated to protecting its brand equity and the quality of its products. By placing an order for Euro USA products, you (referred to herein as “Retailer and Distributor”) accept and are bound by these terms and conditions, which detail the channels and methods in which you are authorized to sell Euro USA products. By placing an order, you agree that you, your company, or other organization agree to be legally bound to these terms. The terms and conditions (the “Terms”) are subject to change by Euro USA without prior written notice at any time, at Euro USA’s sole discretion.

1. Unauthorized Use and Distribution

a) Euro-USA has established direct partnerships with retailers and distributors outside of the United States.

b) Euro-USA has established direct partnerships with companies in the third-party online marketplace or auction services channels.

c) Retailer and Distributor shall not violate Euro USA’s Minimum Advertised Pricing Policy, the violation of which shall be determined at Euro USA’s sole and absolute discretion.

2. Product Care & Quality Controls Retailer and Distributor shall sell Products in their original packaging, with all seals intact. Retailer and Distributor shall not sell or label the Products as “used,” “open box” or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer and Distributor shall not tamper with, deface, or otherwise alter any product codes or other identifying information on Products or packing. Retailer and Distributor shall not remove or destroy any proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer and Distributor shall not advertise, market, display, or demonstrate non-Euro USA products together with the Products in a manner that would create the impression that the non-Euro USA products are made by, endorsed by, or associated with Euro USA.

3. MAP Policy. Euro USA has a Minimum Advertised Price Policy (the “MAPP”), which is attached hereto as Exhibit A and applies to all Retailers and Distributors. At the sole discretion of Euro USA, failure to comply with MAPP may result in the immediate loss of Retailer’s and Distributor’s ability to purchase any and all Euro USA Products both direct as well as through distribution.

4. Limited Warranty. Euro USA Trading warrants that Products sold by authorized resellers conform to our specifications. Such warranty extends only to authorized resellers that are subject to Euro USA’s quality controls. Euro USA makes no other representations or warranties with respect to the Products, including any warranty of merchantability or warranty of fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

5. Intellectual Property. Euro USA owns all proprietary rights in and to the Euro USA brand, name, logo, trademarks, service marks, trade dress, copyrights, patents, and other intellectual property related to the Products (the "IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. All goodwill arising from Retailer's use of the IP shall inure solely to the benefit of Euro USA.

6. Limitation of Liability. In no event shall Euro USA be liable to any Retailer or Distributor for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort or otherwise, regardless of whether such damages were foreseeable and whether or not Euro USA has been advised of the possibility of such damages and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. Governing Law. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, without regard to its choice of law rules.

EXHIBIT A

jovial[®]
inherently good



Minimum Advertised Price Policy

Euro USA Trading Co, Inc. has invested substantial resources in developing its bionaturae and jovial brands. In order to maintain and further enhance the (brand) image as a high quality and premium offering, and to further enhance its competitiveness in the marketplace Euro USA Trading is instituting a policy of minimum advertised price standards for bionaturae and jovial brand products. This Minimum Advertised Pricing Policy (“MAP Policy”) will become effective October 30, 2020 and will apply to retailers and distributors, including catalogs and internet retailers (collectively, “Resellers”), who resell Euro USA Trading products to end users located in the United States or resells Euro USA Trading products to other countries with the main domicile of the retailer based in the United States.

Euro USA Trading Co, Inc. greatly values the efforts of all Resellers to distribute bionaturae and jovial products and support our customers. Euro USA Trading Co, Inc. reserves the right to suspend and/or cancel all orders and terminate any supply connection with any Reseller that violates this MAP Policy, which is adopted for the benefit of all Resellers and will be uniformly enforced.

This MAP Policy shall work under the following guidelines:

Policy: All Euro USA Trading Co, Inc. products are subject to the MAPP. The current listing of products and applicable Minimum Advertised Price (“MAP”) will be posted and is available to all authorized Resellers electronically at jovialfoods.com. MAP and the products subject to MAPP may be changed from time to time at Euro USA Trading Co, Inc.’s sole discretion. Authorized Resellers are responsible for remaining current with the MAPP, products and pricing. Euro USA Trading Co, Inc., at its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any Euro USA Trading Co, Inc. product at a price lower than the MAPP.

Scope: MAPP applies to any and all advertisements of Euro USA Trading Co, Inc. products in any and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio and public signage.

Official Policy and Guidelines:

1. The MAPP will be enforced by Euro USA Trading Co, Inc. at its sole discretion. Product advertised on the internet below MAPP price will be a violation of MAPP.

2. Euro USA Trading Co, Inc. reserves the right, to take additional action with respect to any Reseller that violates this MAPP, as available to Euro USA Trading Co, Inc. by law.
3. Euro USA Trading Co, Inc. will maintain an updated "MAPP Product Master List" of the products that will fall under this MAPP. Euro USA Trading Co, Inc. reserves the right to update or modify this list at any time.
4. It shall not be a violation of this MAPP to advertise in general that the Reseller has "the lowest prices" or will match or beat its competitor's prices, or to use similar phrases; so long as the Reseller does not include any advertised price below MAP and otherwise complies with this MAPP.
5. All products listed will have a MAP retail price. Listing a price below the MAP retail price next to the featured MAP product in any advertising will be viewed as a violation of this MAPP. This MAPP also applies to any activity which Euro USA Trading Co, Inc. determines, in its sole discretion, is designed or intended to circumvent the intent of this MAPP such as solicitations for 'group purchases'.
6. Resellers are also responsible for ensuring Euro USA Trading Co, Inc. product pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above the MAP given the most recent publication of the MAPP price list.
7. Pricing listed on an Internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price", "we will match any price", "call for price" or phrases of similar import are acceptable as long as the price advertised or listed for the products is not less than the pricing floor listed above. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers", do not violate this MAP Policy.
8. Where Euro USA Trading Co, Inc. products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Euro USA Trading Co, Inc., it shall be a violation of this MAPP to sell or advertise the bundle (or package) at a price that: (a) is lower than the total Minimum Advertised Price of the Euro USA Trading Co, Inc. product or (b) violates the letter or spirit of the MAPP. It shall be a violation of this MAPP if products are bundled with or sold as part of a package that includes products not pre-approved by Euro USA Trading Co, Inc.
9. Although Resellers remain free to establish their own resale prices, Euro USA Trading Co, Inc. reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any Reseller whose net retail sales price is less than the current MAP retail price established by Euro USA Trading Co, Inc. in the absence of a specific exception contained in the MAPP.

10. Euro-USA Trading Co.Inc has established direct partnerships with companies in the third-party online marketplace and auction services channels.
11. Any violation of this agreement results in suspension of payment terms, discounts, and all special programs until further notice.
12. Failure to comply with this policy may result in Euro USA Trading Co, Inc. terminating relationship with Reseller immediately.

Modification: Euro USA Trading Co, Inc. reserves the right at any time to modify, suspend, or discontinue the MAPP in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be communicated to authorized Resellers electronically.

Enforcement and Interpretation: Euro USA Trading Co, Inc. will enforce the MAPP through its own staff and outside consultants and agents. Euro USA Trading Co, Inc. will unilaterally and in its sole discretion make all determinations relating to a violation of the MAPP to its sole satisfaction. All matters of interpretation and application of the terms of the MAPP shall be made solely by Euro USA Trading Co, Inc.

Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Questions: Any questions about this policy should be directed, in writing, to the policy administrator at compliance@jovialfoods.com