

Company Policies (Terms of Agreement)



Ordering and Product Availability

We accept orders through phone, fax, or email. For drop-ship or expedited orders, they must be either faxed or emailed to us. Product availability, case quantities, closed-out or discontinued items are subject to change without advance notice.

Minimum Orders / Pricing / MAP Pricing

Due to cost fluctuations of energy and raw materials, prices are subject to change without advance notice. All prices are for each piece unless indicated as "per pair" or "per set". All products are sold in the case quantities listed in our pricelist.

An additional \$5 fee will be added for each product not meeting the case quantity for that item. Any specials must meet the case quantity requirement in order to receive the sale price (no exceptions).

Minimum order is \$100. Orders less than \$100 will have a \$5 handling fee added to the total order amount.

Drop-Ship Orders: There is an additional \$2 handling fee per drop-ship order. Eagle Health Supplies (EHS) is not responsible for lost, stolen, damaged, or misplaced drop-ship shipments. To ensure delivery confirmation, we recommend requesting Signature-Required (additional fee).

Customers are REQUIRED to adhere to our MAP Policy (Minimum Advertised Price)(see below). All wholesale distributors must enforce our MAP Pricing with your dealers.

Selling on Amazon (as 3rd-party seller or FBA Amazon), or similar online marketplace,:

- Anyone wishing to sell on Amazon (as 3rd-party seller or FBA Amazon), or similar online marketplace, must receive prior written authorization from Eagle Health Supplies.
- Products must be listed under Eagle Health Supplies UPC numbers.
- Products must be listed under "Eagle Health Supplies" brand name.

Product Warranty

Limited warranty on the product is to the consumer only, and is one year for parts from the date of purchase when purchased from one of our Authorized Dealers. When claiming a warranty issue, the product serial number along with the proof of purchase must be provided. This includes either a purchase receipt or invoice. Rental equipment is excluded from warranty. The warranty cannot be transferred.

Warranty is invalid if no proof of purchase is provided by a sales receipt showing the description of the product under warranty. Warranty is invalid if product is modified or altered in any way. Warranty does not cover damage to the product through negligence, accident, misuse, lack of maintenance, improper storage, abuse, tampering, or damage resulting from transit. Such evaluation will be solely determined by EHS.

Further, the warranty shall not apply to problems arising from normal wear and tear or failure to follow product instructions for use and/or assembly. Warranty will be rendered invalid if the product has been damaged by unauthorized repairs.

Eagle Health Supplies disclaims any liability for incidental or consequential damages.

Return Policy

Eagle Health Supplies will not accept any merchandise for returns except in the case of warranty issues. All returns must be pre-authorized. Consumers must contact their dealer to initiate a return. Our Dealers may call our customer service for a Return Authorization number. Merchandise returned without authorization will be returned to you, freight collect. The Return Authorization number must be clearly marked on the outside of the carton. The products being returned must be shipped freight prepaid and insured for their full wholesale value. Eagle Health Supplies reserves the right to decide how a return will be handled: credit, replacement or exchange.

Because our items are hygiene products, Eagle Health Supplies will not accept opened items. A 25% restocking fee will be deducted from your credit for any accepted returns. There will be a \$5 re-boxing fee for any box received in damaged condition. All returned goods must be unused, in original carton, with all parts included, in resalable condition.

Warranty Repairs and Returns

Dealers shall evaluate faulty products and determine if they can perform necessary repairs. Please contact EHS Customer Service Department for genuine EHS parts to complete repairs. Use of parts other than genuine EHS product parts for repair will immediately void the remaining warranty. If the product has failed under warranty, and the parts determined to be faulty are covered by our warranty to the consumer, we will provide parts at no charge to the dealer for repairs. Eagle Health Supplies may, at its discretion, request that the faulty product be shipped back to our warehouse for repair or replacement. Do not return any product without pre-authorization nor receipt of a Return Authorization Number. (See "Return Policy" above.)

Freight Policy *(Please provide a copy of this portion to your Receiving Department)*

All orders are shipped FOB Orange, California, 92868. We ship dropship and smaller orders using FedEx, UPS, or USPS.

For larger orders, you are responsible for arranging freight shipments from our warehouse. EHS does not arrange freight shipping for our customers. Please give us your freight carrier information when placing your order, and we will provide you with pallet dimensions and weights once the pallets are packed. For freight pallet shipments, there will be an additional \$10 pallet-packing fee per pallet.

You have 7 days to inspect all cartons for missing, broken or defective parts. If cartons are received in damaged condition, or if cartons are missing, you must contact the carrier immediately for a damage claim and reimbursement. Eagle Health Supplies is not responsible for lost, stolen, damaged, or misplaced shipments, and is not responsible for replacing, crediting, or refunding monies paid for products damaged or missing by the freight company. You must make any shipping claims with the freight carrier directly. You are responsible for making sure that the number of cartons you sign for is the correct number that you have received. Please note in writing any shortages or damages on the receiving documents and give it to the delivery person, and please provide us with a copy within one business day of delivery.

Other than products that are defective or shipped in error, you are responsible for all freight charges. For any drop-ship deliveries refused by the consumer, you are responsible for all freight charges (including return-shipping charges). When we ship products as replacements for our errors or defective products, we will use the lowest-cost freight carrier available to us. If you want to expedite the shipment, you will be responsible for the difference in the shipping cost.

Payment Terms *(Please provide a copy of this section to your accounts payable department)*

Eagle Health Supplies reserves the right to revise your credit terms without notice.

NET TERMS: If you are approved for 30-day terms, you agree to pay on or before the due date. No

exceptions or allowances are made for late payments. Payment must be submitted by check only (no credit card payments).

PRE-PAYMENT: Pre-payment by check or credit card (Visa and MasterCard).

We are required by law to charge sales tax on products sold to a California business unless that business has provided us with a copy of the sales tax exemption certificate.

Legal Policies

Eagle Health Supplies is only held responsible for product liability and will not be involved in lawsuits regarding Distributor/User transactions. All lawsuits that arise from purchases made through this company will be litigated in California.

Minimum Advertised Price (“MAP”) Policy

Eagle Health Supplies (“EHS”) relies upon its network of distributors, brokers, and retailers to purchase, distribute, market, and sell Eagle Health Supplies products (“Products”). EHS has developed this unilateral Minimum Advertised Price (“MAP”) Policy (“Policy”) to support brand value, retailer confidence, and consumer service and satisfaction. Accordingly, all sales of Products through retail outlets, the Internet, or otherwise are subject to this Policy. By purchasing, otherwise acquiring, holding for sale or selling to end-consumers Products, each person or entity by such action voluntarily acknowledges receipt, understanding, and intent to comply with the terms and conditions of this Policy. EHS reserves the right to update this Policy at any time upon reasonable notice and posting of such updated Policy on its website and/or distribution in writing to brokers, dealers, and retailers.

1. **Authorized Retailers:** An EHS authorized retailer (“Retailer”) includes any person or entity who or which obtains Products for resale direct from EHS or through established and approved distributor and broker channels. Retailers:
 - a. May only sell Products in the United States and Canada unless expressly approved by EHS in writing to distribute Products in any other areas of the world,
 - b. May not sell Products on any Internet auction sites (e.g. eBay) or online marketplace sites (e.g. Amazon) unless expressly approved by EHS in writing, and
 - c. Agree to follow this Policy when advertising Products for sale to end customers. Unauthorized retailers have no rights to sell Products under any circumstance.
2. **MAP Policy:** Retailers may freely establish their own resale prices and sell Products at any price in their sole discretion; however, Products may not be advertised, either expressly or by implication, at a price less than the MAP published by EHS unless expressly stated otherwise below. MAP applies to advertising of Products in any and all media, including but not limited to;
 - a. Print ads (inserts, magazines, newspapers, etc.),
 - b. Broadcast (radio, TV, instant messaging),
 - c. Catalogs and other direct mail, outdoor (billboards, banners, etc.), and
 - d. Internet or similar electronic media (websites, banner ads, broadcast emails, mobile phone messaging, destination pages, social media, etc.).

Any price information related to Products on any Internet website which can be accessed directly through any hypertext link or by any other method which uses http or other protocol is considered to be advertising for purposes of this Policy. MAP applies to all websites and other Internet reference sites,

either expressed or implied, except for references contained solely on invoices or final website checkout shopping cart displays showing purchases by end consumers at the end of the purchase process online.

This Policy does not in any way limit the ability of any Retailer to advertise generally that it “has the lowest prices,” “will meet or beat any competitor’s price,” that end-consumers should “call for a price” or similar general statements as long as Products are not advertised, either expressly or by implication, at a price less than MAP. Examples of advertising that expresses or implies a price below MAP, and therefore in violation of MAP, are: “free” or “discounted” products where shipping and handling are extra and make up for the advertised price discount, advertising terms such as “priced too low to show,” “prices so low we can’t publish them,” “instant rebate,” strike-through type over MAP listings, and use of promotional codes or coupons which result in a price displayed other than at final checkout below MAP.

MAP does not apply to prices displayed by distributors to wholesale customers or displayed or published, other than on the Internet, by non-Internet retailers relating to sales at any physical retail location where individual end consumers can physically buy and take immediate delivery of Products.

Wholesale distributors must enforce our MAP Policy with their wholesale customers.

3. **Enforcement:** EHS may, without assuming any liability, cancel all orders, indefinitely refuse to accept any new orders, advise any distributor to refuse any order from any Retailer and/or terminate any relationship with any Retailer immediately following verification that such Retailer has advertised or offered any Product at a price less than the MAP. In determining the price at which Products are or were advertised, the value of any “free” or “discounted” product, free shipping, other items provided with the purchase, coupons or rebates may be considered.

From time to time, EHS may suspend MAP in its sole discretion upon published notice to Retailers for any purpose. EHS expressly reserves the right to advertise its own products directly to consumers at any price at any time in its sole discretion to assist with cash flow, inventory control or any other company need.

4. **Unilateral Policy:** This Policy is not an agreement or an offer to form an agreement with any Retailer. It simply describes unilateral conditions under which EHS may, in its sole discretion, choose to supply or sell Products to Retailers. Each Retailer is free to independently decide whether or not to follow this Policy. Any questions regarding this Policy should be directed to: Eagle Health Supplies, 535. W. Walnut Ave., Orange, CA 92868, 714-532-1777, sales@eaglehealth.com.
5. **MAP Price List** – EHS reserves the right to change and modify MAP and the MAP price list, and the MAP of any individual item at any time in its sole discretion to be effective immediately upon publication on EHS’s web site or through delivery of written notification to Retailers.

Companies found in violation of these policies will lose “Authorized Dealer” status, and we reserve the right to refuse service.

THE UNDERSIGNED AS REPRESENTATIVE OF THE COMPANY HAS READ AND FULLY UNDERSTANDS THE ABOVE COMPANY POLICIES AND AGREES TO FULLY COMPLY WITH THEM. ANY COMPANY FAILING TO COMPLY WITH THE ABOVE COMPANY POLICIES MAY BE REFUSED SERVICE AT EAGLE HEALTH SUPPLIES DISCRETION.

Company Name:		Company ID #:
Printed Name:	Title:	
Signature:		Date: