



## SUN CHLORELLA USA WHOLESALE ACCOUNT PACKET

### INDEX

---

- 2 REQUIREMENTS TO ESTABLISH A WHOLESALE ACCOUNT WITH SUN CHLORELLA USA
- 3 PAYMENT OPTIONS (TERMS & CONDITIONS) & DISCOUNT INFORMATION FOR WHOLESALE CUSTOMERS
- 4-6 SUN CHLORELLA MINIMUM ADVERTISED PRICE AND RESELLER POLICIES
- 7 SUN CHLORELLA MINIMUM ADVERTISED PRICE (MAP) LIST
- 8 NEW WHOLESALE ACCOUNT ENROLLMENT FORM
- 9 RETURN POLICY FOR WHOLESALE CUSTOMERS



## REQUIREMENTS TO ESTABLISH A WHOLESALE ACCOUNT WITH SUN CHLORELLA USA

Thank you for your interest in our products. The following company requirements will assist you to establish a wholesale account with Sun Chlorella USA. To qualify for a wholesale account, you are required to have a retail store, clinic, or valid website and are required to provide the following information listed below. These requirements are for your protection and allow Sun Chlorella USA to provide wholesale priced products only to those who qualify. These requirements are for your protection and allow Sun Chlorella USA to provide wholesale priced products only to those who qualify.

1. A copy of your current business license.
2. A valid resale number for selling health foods or vitamins to the general public, or your physician's license number.
3. Invoices from three (3) different health food vendors and/or health food wholesale suppliers must be provided.
4. Those who qualify for wholesale account status are: Health Food Stores, Pet Stores, e-commerce retailers, Doctors, Veterinarians, Dog Breeders and Dog Trainers (Breeders/Trainers must provide letterhead, or business card), Medical Doctors, Doctors of Osteopathy, Chiropractors, Doctors of Naturopathy, Doctors of Oriental Medicine, Dentists, Podiatrists, Certified Acupuncturists, Pharmacists, Nutritionists, and individuals involved in the natural/homeopathic products profession.

**Please Note:** Doctors must provide a copy of their license or certificate and associated number.

5. **California Residents:** To qualify for tax-exempt status, we must have a signed copy of your current resale/sales permit card. Your physician's license number will be considered a substitute for the sales tax number. Sales to chiropractors or other non-physicians are taxable unless otherwise exempt (i.e. resale, out of state, etc.).
6. As a retailer of Sun Chlorella® products, you are agreeing and acknowledge the following:
  - SUN CHLORELLA MINIMUM ADVERTISED PRICE AND RESELLER POLICIES
  - Samples are provided as courtesy and NOT authorized for sale.

There is a minimum requirement of **\$300.00** for your initial order. **Please note, for smaller retail stores and/or professional practice offices there is an exception due to volume of customers.**

We look forward to joining you in your efforts to encourage quality health care. Thank you.



## PAYMENT OPTIONS (TERMS & CONDITIONS) & DISCOUNT INFORMATION FOR WHOLESALE CUSTOMERS

Sun Chlorella USA offers four (4) forms of payment for your ordering convenience.

- Credit Cards – We accept Visa, Master Card, Discover and American Express
- Pre-Payment – Includes Check, Money Order (U.S. Funds Only)
- Net Payment Terms – Separate approval process
- C.O.D

### Shipping Charges

- Shipping charges will be paid by Sun Chlorella USA on all orders over \$100.00 with the exception of Alaska where the actual shipping charges vary and will be charged accordingly.
- All C.O.D orders failing to meet the \$100.00 minimum shipping charges will apply and \$9.00 for C.O.D

### Volume Discounts

In addition to your 40% Wholesale Discount, Sun Chlorella USA offers the following volume discounts\*:

- All orders over **\$300.00**: Additional 5% Discount
- All orders over **\$750.00**: Additional 10% Discount
- All orders over **\$1,000.00**: Additional 15% Discount

**\*Note:** The volume discount cannot be combined with any other specials, promotions, or additional discounts.

### Monthly Retail Specials

Our Retail Account Representative will contact you periodically to introduce any monthly specials that we are offering to ensure that you are getting the best possible price available on your Sun Chlorella® products.

**Prices are subject to change without notice.**

## SUN CHLORELLA MINIMUM ADVERTISED PRICE AND RESELLER POLICIES

Sun Chlorella USA, Corp. (“Manufacturer”) is hereby adopting the following Minimum Advertised Price Policy (the “MAP Policy”) designed to protect the long term strength and integrity of its brand, resellers’ investment in Manufacturer and its products (“Products”), and consumers’ perception of Manufacturer’s Products, by helping resellers engage in advertising that best conveys to consumers the value of Manufacturer’s Products.

The MAP Policy applies to all retailers, resellers, and distributors of Manufacturer’s Products (“Reseller”) to maintain an advertised pricing structure. The MAP Policy applies to advertised prices, not the prices at which Products are actually sold, and each Reseller is free to set its actual resale price for any Product independently.

This MAP Policy is not an agreement between Manufacturer and any other party. Rather, it is a policy that has been adopted unilaterally by Manufacturer, which means, as explained below, that it has not been, and will not be, negotiated with, nor does it contemplate the agreement of, any of Manufacturer’s customers. The MAP Policy takes effect on Resellers, and Resellers must be in compliance no later than January 1, 2022.

- A. The MAP Policy may be adjusted by Manufacturer from time to time, at its sole discretion, upon 30 days’ notice to Reseller.
- B. Except as described elsewhere herein, the MAP Policy applies to all advertisements of Manufacturer Products over the Internet or similar electronic media including, but not limited to, websites, search engines, banners, pop-up ads, email marketing, email newsletters, and email solicitations, and in any and all other media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio and public signage. No such advertisement will represent or imply that any Product may be sold for less than the full Minimum Advertised Price (as listed in the attached MAP Policy Price List). For all future Products, unless indicated otherwise in writing from Manufacturer, the Minimum Advertised Price shall be 15% off Manufacturer’s suggested retail price (MSRP).
- C. “Bundling” or advertising a free or discounted product (whether made by Manufacturer or another manufacturer) with a Manufacturer Product would violate this MAP Policy and is not permitted. All “bundles” must be advertised at or above the cumulative Minimum Advertised Prices of Manufacturer’s Products. If a Manufacturer Product is bundled with a non-Manufacturer Product, the advertised bundle price must be at or above the Minimum Advertised Price of the Manufacturer Product plus the price of the non-Manufacturer product, if sold separately. If the Manufacturer Product is bundled with a gift card or similar item with a specific dollar value, the advertised bundle price must be at or above the Minimum Advertised Price of the Manufacturer Product, plus the value of the other item. The advertisement cannot state or imply that the Manufacturer Product is free or discounted below the Minimum Advertised Price in any way. Bundling should not be used to “camouflage” discount advertising of Manufacturers’ Products.

## SUN CHLORELLA MINIMUM ADVERTISED PRICE AND RESELLER POLICIES

- D. For multipack offers the Minimum Advertised Price of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective Minimum Advertised Price of the SKU(s) that comprise said multipack.
- E. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- F. The MAP Policy does not establish maximum advertised prices. All Resellers may advertise Manufacturer Products at any price equal to or in excess of the Minimum Advertised Price.
- G. The MAP Policy is not applicable to:
- (i) in-store merchandising and advertising within a physical, brick and mortar retail store that is displayed only in the store and not distributed to consumers generally;
  - (ii) a website shopping cart as long as the Product was placed in the cart by a customer who clicked or selected “Order,” “Add to Cart,” or (iii) prices negotiated between the Reseller and a unique customer. Moreover, the MAP Policy does not in any way limit the ability of any Reseller to advertise that “they have the lowest prices” or “will meet or beat any competitor’s price,” or that prices are “too low to advertise,” or that consumers should “call for a price” or “add to cart to see price,” or phrases of similar import as long as the price advertised for Products is not less than Minimum Advertised Price.
- H. From time to time, Manufacturer may permit Resellers to advertise one or more of the Manufacturer Products covered by this MAP Policy at prices lower than the Minimum Advertised Price for a specified period. In such case, Manufacturer will notify Resellers in advance of the details of the limited suspension or modification of this MAP Policy.
- I. Including in any advertising for a Product covered by this MAP Policy a gift card, coupon or any other type of discount that would effectively immediately reduce the advertised price of the Manufacturer Product below the Minimum Advertised Price then in effect for such Product will constitute a violation of this MAP Policy. Advertising that includes a gift card, coupon, or any other type of discount on future purchases (regardless of whether or not for Products) shall be evaluated under the same guidelines as described in Section C regarding Bundling.
- J. Manufacturer’s sales representatives are not permitted to make any agreement with any Reseller with respect to the advertising or pricing of Manufacturer Products, including without limitation, modifications to, or account compliance with, this MAP Policy. Manufacturer’s sales representatives are instructed to limit their activities to informing the Reseller of the MAP Policy’s existence and Manufacturer’s Minimum Advertised Prices for its Products. Beyond such communications, Manufacturer’s designated MAP Policy Manager [compliance@sunchlorellausa.com](mailto:compliance@sunchlorellausa.com) is the only person authorized by Manufacturer to communicate on MAP Policy matters.
- K. Manufacturer will not communicate with any Reseller regarding another Reseller’s advertising or pricing practices. Manufacturer does not entertain complaints from its Resellers regarding another Reseller’s advertising or pricing practices.

## **SUN CHLORELLA MINIMUM ADVERTISED PRICE AND RESELLER POLICIES**

- L. Each Reseller is responsible for ensuring its compliance with this MAP Policy, as well as compliance by any other Resellers to whom it sells Manufacturer's Products. Resellers who supply Products to third parties for the purpose of resale shall communicate this MAP Policy in writing to such third parties, and failure to do so will be considered a violation of this MAP Policy.
- M. In the case of a violation of the MAP Policy, Manufacturer holds the right to withhold or cancel any future orders to Reseller, at its sole discretion. Specifically:
- (i) The first MAP violation will result in a written warning with a 48-hour window within which Reseller must correct the violation and comply with MAP. Until such correction and compliance, Reseller's account will be placed on a temporary hold.
  - (ii) If Reseller fails to comply or there is a subsequent MAP violation, a written notice of violation will be issued to Reseller and Reseller's account will be placed on an indefinite hold and will be blocked from placing new orders.
- N. Reseller is authorized to sell Manufacturer's Products on the internet via its own website(s) provided that the advertised pricing for any such site is in compliance with this Policy. To protect the brand integrity, quality and reputation of Manufacturer's Products, Reseller shall not sell Manufacturer's Products through other marketplace websites or websites which Reseller does not own and/or control, such as, but not limited to, eBay, Walmart, and Amazon without the written consent of Manufacturer. All such sales are strictly prohibited and Manufacturer reserves the right to pursue any available remedies against Reseller for violation off the terms of this Policy.
- O. It is not the purpose or intent of this Policy to restrict, coerce, or force any Reseller to charge a particular price for any Manufacturer Product. The Policy is not a contract or agreement, or an offer to form a contract or agreement. Manufacturer does not ask for, and will not accept, any agreement about an account's compliance with this Policy. This Policy simply describes the manner in which Manufacturer chooses, in its sole discretion to sell its Products. This Policy addresses advertised pricing only, and Resellers must make their own decisions regarding what they actually charge for Manufacturer's Products.



## SUN CHLORELLA MINIMUM ADVERTISED PRICE (MAP) LIST

PRODUCT	UPC	MSRP (UNIT)	MAP (UNIT)
Sun Chlorella 200mg - 300 Tablets	0-29918-01111-3	\$ 41.99	\$ 35.69
Sun Chlorella 500mg - 120 Tablets	0-29918-01511-1	\$ 41.99	\$ 35.69
Sun Chlorella 200mg - 1500 Tablets	0-29918-01151-9	\$ 179.99	\$ 152.99
Sun Chlorella 500mg - 600 Tablets	0-29918-01512-8	\$ 179.99	\$ 152.99
Sun Chlorella Powder - 10 Packets (60g)	0-29918-00010-0	\$ 32.99	\$ 28.04
Sun Chlorella Powder - 30 Packets (180g)	0-29918-00007-0	\$ 98.99	\$ 84.14
Sun Wakasa Gold Plus	0-29918-01313-1	\$ 185.99	\$ 158.09
Sun Ukogi - Eleuthero Supplement - 240 Tablets	1-98168-36123-8	\$ 42.99	\$ 36.54
Sun Eleuthero Extract	0-29918-02322-2	\$ 196.99	\$ 167.44
Sun Neuro - 180 Capsules (48.6g)	1-97644-18814-7	\$85.00	\$72.25
Astarella Primetime Skin Cream	0-29918-00001-8	\$ 92.99	\$ 79.04
Sun Chlorella Cream	0-29918-01416-9	\$ 82.99	\$ 70.54
REJUV-A-WAFERS - 60 Wafers	0-29918-03410-5	\$ 38.99	\$ 33.14
Sun Chlorella Udon	0-29918-00008-7	\$ 9.99	\$ 8.49
Sun Chlorella Udon - 6 Box Set	1-97644-78323-6	\$ 53.95	\$ 45.86

As stated in Section B of the MAP Policy, for all future Products, unless indicated otherwise in writing from Sun Chlorella (US) Ltd., the MAP shall be 15% off MSRP.



# NEW WHOLESALE ACCOUNT ENROLLMENT FORM

(Please print/type legibly. An authorized person must sign.)

**For assistance please contact**

**Sun Chlorella USA**  
**Corporate Account Sales:**  
 Phone: 1-800-829-2828  
 Fax: 310-891-0621  
 wholesaleorders@sunchlorellausa.com

For Internal Purposes
Cust#

APPLICANT, PLEASE COMPLETE THIS SECTION	
Today's Date:	<b>BUSINESS TYPE</b> <input type="checkbox"/> Brick & Mortar <input type="checkbox"/> Health Food Store <input type="checkbox"/> Online Retailer <input type="checkbox"/> Other (Please describe below)
Name/Title:	
Phone:	
Fax:	
Website URL:	

SHIP TO ADDRESS			
Account Name:	<input type="checkbox"/> Residential <input type="checkbox"/> Business		
Address:			
City:	State:	Zip:	Phone:
Attention/Title:	Fax:	E-Mail:	

BILL TO ADDRESS			
Account Name:			
Address:			
City:	State:	Zip:	
Attention:	Phone:		

MAIL TO ADDRESS			
Account Name:			
Address:			
City:	State:	Zip:	
Attention:	Phone:		

## OWNERSHIP INFORMATION (MUST BE COMPLETED IN ORDER FOR US TO DO BUSINESS WITH YOU)

IF SOLE PROPRIETORSHIP YOUR SS# IS REQUIRED
Sole Proprietorship (Ownership):
Owner's Name:
Social Security:

IF A PARTNERSHIP OR CORPORATION, A FEDERAL ID# IS REQUIRED
<input type="checkbox"/> Partnership (GEN., LTD or LLC) <input type="checkbox"/> Corporation
State of Incorporation or Partnership:
Federal Employer ID#:

**PLEASE PRINT LEGIBLY: A MINIMUM OF TWO OFFICERS OR PARTNERS MUST BE LISTED, IF APPLICABLE.**

OFFICER OR PARTNER #1			
Name- Owner/ Officer:			
Title:	SS#:		
Home Address:			
City:	State:	Zip:	
Phone:			

OFFICER OR PARTNER #2			
Name- Owner/ Officer:			
Title:	SS#:		
Home Address:			
City:	State:	Zip:	
Phone:			

**PLEASE BE MAKE SURE TO ATTACH THE FOLLOWING DOCUMENTS ALONG WITH YOUR APPLICATION FOR PROMPT PROCESSING:**

1. A copy of your current business license.
2. A valid resale number for the purpose of selling health food or vitamins to the general public, or your physicians license number.
3. Invoices from three (3) different health food vendors and/or health food wholesale suppliers must be provided.

By signing this form, I acknowledge that [NEW WHOLESALE ACCOUNT ENROLLEE] received a copy of Sun Chlorella USA's wholesale account packet, including the Requirements to Establish a Wholesale Account with Sun Chlorella USA, Sun Chlorella USA's Payment Options (Terms & Conditions) and Discount Information for Wholesale Customers, Sun Chlorella USA's Minimum Advertised Price and Reseller Policies, and Sun Chlorella USA's Return Policy for Wholesale Customers. Additionally, Sun Chlorella USA actively supports the advertising and promotion of its products by its wholesalers and distributors through material provided by Sun Chlorella USA at no or nominal cost. Sun Chlorella USA has built a strong reputation and following among consumers. Sun Chlorella USA has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of Sun Chlorella® products.

Authorized Signature

Title

Date





## RETURN POLICY FOR WHOLESALE CUSTOMERS

1. All sales from Sun Chlorella USA (SCUSA) are final.
2. Product is only allowed for return and/or exchange (“**Product for Product**” for the same item ordered) under the following guidelines.

PRODUCT RETURN	PRODUCT EXCHANGE
1. SCUSA over ships product.	1. SCUSA packs wrong product ordered. 2. Product has been damaged during transit from SCUSA’s warehouse to the consignee due to inadequate packaging. 3. The customer returns the product to your store.

3. Product returns and exchanges are not accepted without a Return Material Authorization (RMA) approved by Sun Chlorella USA’s Management. Product exchanges without a RMA will be returned to the sender.
4. Procedure for return/exchange:
  - a. Retailer must contact Sun Chlorella USA for RMA.
  - b. Upon approval, Sun Chlorella USA will email or mail the RMA form to retailer/buyer.
  - c. Retailer sends the returnable or exchangeable items according to the RMA and MUST include a copy of the RMA with the packing slip.
5. Damaged or incorrectly-packed product must be reported to Sun Chlorella USA within 48 hours of receipt. It is the consignee’s responsibility to examine all items shipped upon receipt.
6. All products that are shipped from our warehouse have a minimum shelf life of 18 months. Exchanges are not accepted because of the expiration.
7. Sun Chlorella USA will only issue return labels if we made an error in the shipping or billing of your order for domestic (U.S.) shipments only. No other exceptions are allowed.