



**BAYER HEALTHCARE LLC – CONSUMER HEALTH  
AUTHORIZED RESELLER POLICY  
Effective Date: July 15, 2022**

This Bayer HealthCare LLC – Consumer Health Authorized Reseller Policy (“Reseller Policy”) is issued by Bayer HealthCare LLC (“Bayer”) and applies to Authorized Resellers of those products under the Bayer brands set forth in Exhibit A to this Reseller Policy (“Product(s)”) in the United States of America. By purchasing Products from an Authorized Bayer Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Bayer in Bayer’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. Bayer may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products to End Users. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any other person or entity. Reseller shall not sell or transfer Products to any person or entity that Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without Bayer’s prior written consent.

2. **Online Sales.** Reseller is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Reseller in Reseller’s legal name or registered fictitious name;
- (ii) conspicuously states Reseller’s legal name or registered fictitious name, mailing address, telephone number, and email address;
- (iii) does not give the appearance that it is operated by Bayer or any third party;
- (iv) has been registered with Bayer at <https://www.livewell.bayer.com/Authorized-Reseller-Form/>; and
- (v) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit B, as Bayer may amend from time to time.

**Reseller shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without Bayer’s prior written consent.** Bayer reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on the Permissible Public Websites, and Reseller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Reseller Policy supersede any prior agreement between Bayer and Reseller regarding the sale of the Products online. Reseller agrees to promptly notify Bayer of any change to the information submitted on its Permissible Public Website Registration Form by reregistering with Bayer at <https://www.livewell.bayer.com/Authorized-Reseller-Form/>.

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Bayer. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Bayer.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Reseller shall comply with all instructions provided by Bayer regarding the storage, handling, shipping, disposal, and other aspects of the Products, including instructions provided on Product labels. Reseller shall store Products in a sanitary, climate-controlled, dry place, away from direct sunlight. The storage location should be designed and equipped to protect against the entry of insects or animals.

(b) Reseller must provide storage and transport conditions that meet Bayer specifications and verify and record temperature measurements at regular intervals. Unless otherwise advised by Bayer, Reseller shall store all non-cold-chain Products at 20-25° C (68-77° F) and away from excessive heat or humidity. Temperature excursions between 15° and 30° C (59° and 86° F) are permitted provided the Mean kinetic temperature does not exceed 25° C (77° F). If Reseller has reason to believe any non-cold-chain Products have been subject to prolonged excessive heat or excessive temperature, Reseller shall promptly contact Bayer in writing at [bhcp.qa.release@bayer.com](mailto:bhcp.qa.release@bayer.com) for further instructions.

(c) Reseller shall monitor and control access (through electronic or other means) to any storage facility in which Products in Reseller's possession are stored, and any such storage facility shall be equipped with appropriate technical and organizational measures to ensure security of the Products and protection against unauthorized access, theft, and burglary.

(d) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging. Reseller shall not alter or dilute Products.

(e) Reseller shall not resell any Product that has been returned opened or repackaged.

(f) Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, broken seals, evidence of tampering, counterfeits, or other defects (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Bayer at [ccproduct.complaint@bayer.com](mailto:ccproduct.complaint@bayer.com). Reseller shall destroy or dispose of defective Products in accordance with Bayer's instructions. Reseller shall establish appropriate procedures to ensure that Products destined for destruction are physically separated from other non-defective Products and that defective Products are protected from any unauthorized access or tampering prior to disposal or destruction.

(g) Reseller shall cooperate with any Bayer request to quarantine certain Products and shall have adequate storage space, processes, and procedures in place to execute any such quarantine.

(h) Before accepting incoming Products, delivery vehicles must be checked to verify that the quality and safety has been maintained during transit. Reseller is expected to take actions that include, but are not limited to:

- (i) Inspection of internal cleanliness, structural and door or hatch seal integrity;
- (ii) Measurement of internal temperature for temperature controlled materials and Products. If temperature profile chart is available with the delivery then this shall be verified to ensure the entire shipping period was within the required Product temperature; and
- (iii) Inspection for evidence of potential quality and security concerns such as torn or punctured cases, exposure to moisture or unusual odors.

(i) Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired or within 60 days of expiration. Reseller shall destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by Bayer.

(j) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(k) Reseller shall cooperate with Bayer with respect to any Product tracking systems that may be implemented from time to time.

(l) Reseller shall cooperate with Bayer with respect to any Product recalls or other consumer-safety-information-dissemination efforts. If Reseller is the subject of a request, court order, or other directive of a court or other governmental or regulatory authority relating to any Products on the market, Reseller shall, as promptly as possible and in no event later than twenty-four (24) hours following its receipt of such request, court order, or other

directive of a court or other governmental or regulatory authority, provide Bayer with a copy of such request. Unless required by law, Reseller may not undertake any recall or withdrawal of Products without the prior written permission of Bayer. In the event that Reseller is required by law to undertake a recall or withdrawal of Products, or in the event that Bayer requests in writing that Reseller undertake a withdrawal even where not required by law, Reseller shall comply with Bayer's instructions on implementing such recall or withdrawal.

(m) Reseller shall immediately report to Bayer, to the extent permitted by applicable law, any customer complaint or adverse claim regarding the Products of which it becomes aware to [ccproduct.complaint@bayer.com](mailto:ccproduct.complaint@bayer.com). Reseller shall, as applicable, assist Bayer in investigating any such complaints or adverse claims.

(n) Reseller shall cooperate with Bayer in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

(o) Should Reseller become aware of, or have any suspicion of, any counterfeit Products or any illegal handling of Products, Reseller shall inform Bayer promptly to [ccproduct.complaint@bayer.com](mailto:ccproduct.complaint@bayer.com).

5. **Intellectual Property.** Reseller acknowledges and agrees that Bayer or its licensors own all proprietary rights in and to the brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "**Bayer IP**"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Bayer IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the Bayer IP shall inure solely to the benefit of Bayer or its licensors. Reseller's use of the Bayer IP shall be in accordance with any guidelines that may be provided by Bayer from time to time ("**Brand Guidelines**"), and must be commercially reasonable as to the size, placement, and other manners of use. Bayer reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Bayer IP at any time, without limitation. Reseller shall not create, register, or use any domain name or any mobile application that contains any Bayer product name or any trademark owned by or licensed to Bayer, nor a misspelling or confusingly similar variation of any Bayer product name or any trademark owned by or licensed to Bayer.

6. **Termination.** If Reseller violates this Reseller Policy, Bayer reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Bayer Products or has any affiliation whatsoever with Bayer; and (iii) using all Bayer IP.

7. **Modification.** Bayer reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Bayer IP, or use of any other information or materials provided by Bayer to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of Bayer and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Bayer.

**EXHIBIT A**

**BAYER CONSUMER HEALTH BRANDS**

- Claritin®
- Astepro®
- Alka Seltzer Plus®
- Afrin®
- Coricidin®
- Aleve®
- Bayer®
- Midol®
- One A Day®
- Flintstones™
- Citracal®
- Phillips®
- Berocca®
- Lotrimin®
- Tinactin®
- MiraLax®
- Alka Seltzer®
- Solarcaine®
- A+D®

**EXHIBIT B****BAYER HEALTHCARE LLC – CONSUMER HEALTH ONLINE SALES GUIDELINES**

Reseller's approval to sell Bayer Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. Permissible Public Websites must not give the appearance that they are operated by Bayer or any third party.
2. Anonymous sales are prohibited. Reseller's full legal name or registered fictitious name, mailing address, email address, and telephone number must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Bayer's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback. Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller shall provide copies of any information related to customer feedback (including any responses to customers) to Bayer for review upon request. Reseller shall cooperate with Bayer in the investigation of any negative online review associated with Reseller's sale of the Products and use reasonable efforts to resolve any such reviews. Reseller shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Reseller shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Unless separately authorized by Bayer in writing, Reseller shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Reseller fulfill orders in any way that results in the shipped Product coming from stock other than Reseller's.
8. In marketing the Products on the Permissible Public Websites, Reseller shall only use images of Products either supplied by or authorized by Bayer and shall keep all Product images and descriptions up to date. Reseller shall not advertise Products not carried in inventory.