



Dear Retailer,

At Bayer HealthCare LLC ("Bayer"), we are committed to you—the retail partners that help our company satisfy customer needs and deliver best-in-class consumer health products. As you know, to protect our brands and the integrity of our authorized distribution channels, Bayer implemented an Authorized Seller Program in March 2020 and updated it in July 2022. **Please be advised that Bayer is updating the terms of its Authorized Seller Program, effective March 31, 2025.**

Your obligations under our Authorized Seller Program are outlined in the **Bayer HealthCare LLC – Consumer Health Authorized Retailer Policy for the United States**. The key features have not changed and are noted below:

- **Permissible Customers:** Bayer Consumer Health is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of our products to unauthorized sellers. To this end, you may sell Bayer Consumer Health products solely to end users and not to persons or entities who intend to resell Bayer Consumer Health products. You may also not market for sale or ship Bayer Consumer Health products outside of the United States.
- **Online Sales:** You may sell Bayer Consumer Health products online through your own ecommerce website, provided that your website complies with our Bayer HealthCare LLC - Consumer Health Online Sales Guidelines. **You may not sell Bayer Consumer Health products on any other website, including as a third-party seller on online marketplace websites such as Amazon, eBay, or Walmart Marketplace.** Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase Bayer Consumer Health products have the best experience possible, the Authorized Retailer Policy outlines our expectations for the service you will provide to your customers. The Authorized Retailer Policy also describes certain steps you must take to maintain the quality of Bayer Consumer Health products until they reach your customers.

Additional information regarding the Authorized Seller Program is contained in the attached **Authorized Retailer Policy Frequently Asked Questions**.

Thank you for your careful attention to the attached documents and for your continued support of our brands.

Sincerely,

Bayer HealthCare LLC



**BAYER HEALTHCARE LLC – CONSUMER HEALTH  
AUTHORIZED RETAILER POLICY FOR THE UNITED STATES  
Effective Date: March 31, 2025**

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

1. **Authorized Customers.** Retailer is authorized to sell Products only to End Users in the United States. 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. Retailer shall not sell or transfer Products to any person or entity that Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, invoice, or promote the Products outside the United States of America without Bayer’s prior written consent.

2. **Online Sales.**

(a) Retailer 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 Retailer in Retailer’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace); and
- (iii) is operated in compliance with the Bayer HealthCare LLC – Consumer Health Online Sales Guidelines, attached hereto as Exhibit B, as Bayer may amend from time to time.

(b) **Retailer 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.**

(c) Bayer reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Bayer and Retailer regarding the sale of the Products online.

3. **Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Bayer. Retailer shall comply with any and all applicable laws, rules, regulations, and policies (a) applicable to Retailer’s business and/or (b) related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Bayer or the Products.

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

(a) Retailer 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. Retailer 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) Retailer must provide storage and transport conditions that meet Bayer specifications and verify and record temperature measurements at regular intervals. Unless otherwise advised by Bayer, Retailer 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 Retailer has reason to believe any non-cold-chain Products have been subject to prolonged excessive heat or excessive temperature, Retailer shall promptly contact Bayer in writing at [bhcp.qa.release@bayer.com](mailto:bhcp.qa.release@bayer.com) for further instructions.

(c) Retailer shall monitor and control access (through electronic or other means) to any storage facility in which Products in Retailer'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) Retailer 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.

(e) Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer 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. Retailer shall not alter or dilute Products.

(f) Retailer shall not resell any Product that has been returned opened or repackaged.

(g) Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, broken seals, evidence of tampering, or other defects (a "Defect"). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to Bayer at to [ccproduct.complaint@bayer.com](mailto:ccproduct.complaint@bayer.com). Retailer shall destroy or dispose of defective Products in accordance with Bayer's instructions. Retailer 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.

(h) Retailer 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.

(i) Before accepting incoming Products, delivery vehicles must be checked to verify that the quality and safety has been maintained during transit. Retailer 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.

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

(k) Retailer 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 guarantee or return policy. Retailer 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.

(l) Retailer shall ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Bayer. Retailer shall ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Bayer reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Bayer. Retailer shall cooperate with Bayer in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.

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

(n) Retailer shall cooperate with Bayer with respect to any Product recalls or other consumer-safety-information-dissemination efforts. If Retailer 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, Retailer 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, Retailer may not undertake any recall or withdrawal of Products without the prior written permission of Bayer. In the event that Retailer is required by law to undertake a recall or withdrawal of Products, or in the event that Bayer requests in writing that Retailer undertake a withdrawal even where not required by law, Retailer shall comply with Bayer's instructions on implementing such recall or withdrawal.

(o) Retailer shall implement commercially reasonable loss prevention and anti-diversion measures. Retailer shall notify Bayer promptly in the event of a theft or other loss of a material quantity of Products.

(p) Retailer 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). Retailer shall, as applicable, assist Bayer in investigating any such complaints or adverse claims.

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

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

## 5. **Intellectual Property.**

(a) Retailer 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**"). Retailer 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 Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Bayer IP shall inure solely to the benefit of Bayer or its licensors.

(b) Retailer'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, Retailer's use or intended use of the Bayer IP at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by Bayer and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Retailer shall not create, register, or use any domain name, social media screenname, or any mobile application name that contains any Product name or any trademark owned by or licensed to Bayer, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Bayer.

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

7. **Modification.** Bayer may amend this Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Retailer'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 Retailer will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer 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®
- Lotrimin®
- Tinactin®
- MiraLax®
- Alka Seltzer®
- Iberogast®
- MiraFiber®
- MiraFAST™
- Aspirina

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

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

1. The Permissible Public Websites must not give the appearance that they are operated by Bayer or any party other than Retailer.
2. Anonymous sales are prohibited. Retailer'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, Retailer 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. Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer shall provide copies of any information related to customer feedback (including any responses to customers) related to Retailer's sale of the Products to Bayer for review upon request. Retailer shall cooperate with Bayer in the investigation of any negative online review associated with Retailer's sale of the Products and use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for at least one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Bayer.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer 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, Retailer shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's.



**BAYER HEALTHCARE LLC – CONSUMER HEALTH  
UNITED STATES AUTHORIZED SELLER PROGRAM  
AUTHORIZED RETAILER POLICY FREQUENTLY ASKED QUESTIONS**

**Q1. What is the Authorized Seller Program and why did Bayer implement it?**

A1. The Authorized Seller Program is designed to protect the long-term integrity of the Bayer Consumer Health brands set forth in Exhibit A to the Authorized Retailer Policy and to support our relationships with our valued distribution channel partners, both in brick-and-mortar channels and online. The Program also aims to ensure that consumers receive the high-quality products and customer service they have come to expect from the Bayer Consumer Health brands.

**Q2. How will the Authorized Seller Program benefit me?**

A2. Among other benefits, the Authorized Seller Program will assist Bayer Consumer Health in identifying and taking action against unauthorized sellers who harm channel partners, like you, and consumers by selling damaged, expired, poor-quality, or even counterfeit products. The Program is critical to positioning the Bayer Consumer Health brands for long-term success in today's evolving, increasingly e-commerce driven retail environment.

**Q3. What is covered by the Authorized Retailer Policy?**

A3. The Authorized Retailer Policy describes our rules regarding where and to whom you may sell Bayer Consumer Health products. The Policy also explains our expectations for retailers related to product quality and customer service. These requirements are designed to ensure that consumers receive the quality and service they have come to expect from the Bayer Consumer Health brands.

**Q4. Do I have to sign the Authorized Retailer Policy?**

A4. No. You are not required to sign the Policy. The Policy is an announcement by Bayer Consumer Health of the terms and conditions upon which it will do business with channel partners. By continuing to purchase and resell Bayer Consumer Health products, you agree to adhere to the Policy.

**Q5. Am I permitted to sell Bayer Consumer Health products online?**

A5. Authorized Retailers may sell Bayer Consumer Health products on “Permissible Public Websites,” which are websites that are operated in the Authorized Retailer's legal name (or registered fictitious name/DBA) in compliance with the Bayer Consumer Health Online Sales Guidelines, which are attached as Exhibit B to the Authorized Retailer Policy.

Permissible Public Websites do not include storefronts on online marketplaces such as Amazon, eBay, or Walmart Marketplace. Sales of Bayer Consumer Health products on these platforms are prohibited.

**Q6. What will happen if a Retailer is found to have violated the Authorized Retailer Policy?**

A6. Bayer Consumer Health reserves the right to revoke a Retailer's “Authorized Retailer” status if the Authorized Retailer Policy is not followed. If you have any questions regarding whether particular conduct will violate the Authorized Retailer Policy, please contact your sales representative.

*Please direct other questions regarding the Authorized Seller Program to your sales representative.*