



Correct Toes Reseller Terms and Conditions

Northwest Foot & Ankle LLC/Correct Toes® (Correct Toes), in its unilateral and sole determination, has concluded that its sales goals are best achieved when its high quality products are sold through Resellers ("Dealers") who provide superior customer education and service and who promote Correct Toes's preferred and superior product image.

Correct Toes has further determined that Dealers who engage in advertising at prices less than prescribed by Correct Toes, as set forth below, significantly erode both the broad quality-based distribution channels for Correct Toes's superior products and the superior brand image invested in by Correct Toes. Additionally, advertisement of discounted products encourages one Dealer's "free riding" on the service levels and investment of another Dealer. Correct Toes actively supports the advertising and promotion of its products by its domestic Dealers and Distributors through education, materials, discounts, and other financial support at reduced or no cost. Correct Toes values its great reputation and following among consumers and healthcare professionals.

Therefore, Correct Toes shall not support through promotion allowances, discounts or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of Correct Toes products. Further, Correct Toes has set forth policies and has determined to do business only with quality Dealers which, in the sole, exclusive and unilateral opinion of Correct Toes

1. Promote Correct Toes products in a manner consistent with the high quality and image of professional expertise Correct Toes has earned.
2. Train qualified personnel to properly educate and assist customers in selecting Correct Toes products.
3. Are geographically and demographically located to best penetrate markets for Correct Toes products and maintain and enhance the sales volume of Correct Toes products in such markets. Correct Toes reserves the right to exercise its sole and exclusive business judgement to determine how and when a market is appropriately penetrated by Correct Toes accounts, and to regulate accordingly the number and location of accounts in a market.
4. Do not use Correct Toes products in any illegal, deceptive, undesirable, or improper retail practices, or practices which could have a negative affect on Correct Toes's superior product image, including but not limited to "bait and switch," "tie-ins," or "loss leaders."
5. Do not sell counterfeit Correct Toes products or products which are deceptive knockoffs of Correct Toes products.

Effective September 1, 2011, Correct Toes will establish a minimum advertised price ("MAP") on all Correct Toes products. This policy applies only to U.S and Canadian Resellers and Distributors.



The MAP Policy will work under the following guidelines:

1. Advertise Correct Toes products at no less than the MAP determined by Correct Toes. When advertising a percent (%) off sale on everything in store, Correct Toes products should be specifically excluded.
2. The MAP for all genuine Correct Toes products shall be listed on the genuine Correct Toes price sheet for all Dealers and Distributors. MAP for Correct Toes products is established by Correct Toes and may be adjusted by Correct Toes at its sole discretion. Current MAP = \$65.00.
3. The MAP policy applies to all advertisements of Correct Toes products in any media, including, without limitation, all flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is not distributed to any customer.
4. The inclusion in advertising of free or discounted products or services (whether offered by Correct Toes or another manufacturer or provider) with a product covered by the MAP policy is contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP. The inclusion of free shipping is the only exception to this policy.
5. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Dealers retail location or over the telephone. Correct Toes Dealers and Distributors remain free to sell these products at any prices they elect. Correct Toes's MAP policy does not, in any way, limit the ability of any Dealer to advertise broadly that "they have the lowest prices" or that they "will meet any competitors price." However, Dealers may not advertise "call for price" or use phrases such as "our prices are too low to show," "get a live internet price quote," or phrases of similar meaning or intent. Additionally, the use of publicly distributed internet key codes to access a lower price is a violation of Correct Toes policy.
6. Correct Toes reserves the right to adjust the MAP of all or certain products at its sole discretion upon 30 days notice to the Dealers and Distributors, provided that such change shall apply equally to all Correct Toes Dealers and Distributors. Intentional and/or repeated failure to abide by this policy shall result in suspension or termination of Dealer status or Distributorship. Correct Toes does not intend to do business with Dealers or Distributors who degrade the image of Correct Toes and its products. Correct Toes will not provide notice or issue warnings before taking action under this policy.

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. This policy in no way restricts the right of an account to set its own retail pricing or establish its own advertising policies.



Reseller Terms and Conditions:

Reseller is a wholesale customer of Correct Toes, not an employee, agent, or representative. Nothing in this agreement is intended or shall be construed to create a partnership, joint venture, or any other business arrangement except as described below.

Reseller shall comply with all state and local laws of the state of its domicile (State), including, but not limited to, Workers Compensation, State Income Tax, Sales Tax and employment laws, and agrees to indemnify and hold Correct Toes harmless from any losses, costs, or expenses arising out of Reseller's failure to comply. Reseller shall be responsible for collection and remittance of all taxes due to taxing authorities as a result of the conduct of its business and as a result of its sales of Correct Toes products. Correct Toes reserves the right to request verification of payment of sales taxes on products sold by Reseller.

Reseller shall disclose in all its marketing and sales materials that Correct Toes products are subject to registered trademarks and patents, as applicable. Reseller shall not relabel or repackage Correct Toes products without prior written consent from Correct Toes.

Correct Toes fully supports its Resellers by backing Correct Toes with a 30 day no-hassle return period, and 90 day materials warranty. In the event that returned product cannot be restocked, and is covered under the terms of this guarantee policy, Correct Toes will apply credit, totaling the wholesale cost of covered units, to the reseller's account, that is applied toward the reseller's next wholesale purchase of Correct Toes.

30 day 'no-hassle returns' mean customers may return Correct Toes for a full refund of their purchase price (Shipping fees are not refundable), for any reason, within the first 30 days. Correct Toes are designed to withstand at least 90 days of daily athletic use. 90 day materials warranty means customers may exchange defective products (torn, breaking-down, etc.) for a replacement set, free-of-charge, within 90 days of the date of purchase.

Restocking & Return Procedure:

1. Only returns of unworn Correct Toes, free of visible defect and modification, with unblemished packaging, may be returned to stock.
2. All other returns must be retained by reseller, and returned to Correct Toes for inspection and/or refurbishing. Correct Toes will reimburse first-class USPS postage costs (up to \$3.75) for shipments of up to 4 pairs. For return shipments of more than 4 pairs, Correct Toes will reimburse postage up to a USPS medium flat rate box (currently \$13.45) which holds up to 20 pairs. Reimbursement of return postage will be issued as account credit on the next order. Correct Toes is not liable for stolen, lost or missing return shipments; insuring return shipments is the sole responsibility of the Reseller, and at the Reseller's discretion.
3. To receive account credit, returns must be reported on the Return Authorization Form (RAF - provided separately), and physically received by Correct Toes. A maximum of one Return Authorization Form may be submitted per account, per month.



Internet Sales:

Correct Toes recognizes that the Internet is the least effective venue to provide exceptional customer service and guidance for our products, therefore Correct Toes reserves the right to limit Internet Sales. Specific written permission from Correct Toes is required for a Reseller to be allowed to sell Correct Toes products through the Internet. Internet Sales are permitted only through the specific website/ domain(s) approved by Correct Toes. **Internet sales are not allowed through any third-party resellers**, or auction services such as, but not limited to: Amazon.com, E-bay, Craigslist, etc.. Internet approved resellers must use official product images and copy, as provided by Correct Toes.

Reseller shall notify Correct Toes within 10 business days of receipt of a shipment containing damaged or defective products, or that deviates from the order. Failure to do so shall be conclusive proof that the products were received without error or defect. Warranty details, RAF, and current MAP price list will be provided upon approval of Reseller application/account.

Reseller accounts created under the terms of this agreement are based on pre-purchase of inventory from Correct Toes. If you are interested in Commercial Credit and Net 30 terms, you may request and submit a commercial credit application and agreement from Correct Toes.

These Terms and Conditions shall be effective as an agreement between the parties upon issuance by Correct Toes to Reseller of a memorandum verifying approval of Reseller's Account and setting forth any other terms and pricing provisions applicable to the particular business relationship between Correct Toes and Reseller. This agreement supersedes any prior agreements and shall remain in effect until superseded or terminated. This agreement is not transferable or assignable by Reseller without the express prior written consent of Correct Toes, and can be terminated at any time by either party upon not less than 30 days' written notice. If any provisions of this agreement are deemed invalid in a court of law, the other provisions of this agreement shall remain valid. Failure of Correct Toes to strictly enforce any provision of this agreement shall not be a waiver of that provision, nor shall it be deemed to preclude Correct Toes from enforcing that provision, or any other provision of this agreement, thereafter.

Reseller acknowledges these Terms and Conditions may be supplemented from time to time by one or more schedules or exhibits provided by Correct Toes setting forth such additional terms between Reseller and Correct Toes as may be applicable (including but not limited to pricing or volume discounting). Any such schedules or exhibits shall not be effective for at least 30 days after delivery to Reseller. If the proposed terms are not acceptable to Reseller, and accommodation cannot be reached between Reseller and Correct Toes, Reseller's sole recourse shall be to terminate this agreement.

Your agreement to abide by these Terms and Conditions was provided by you upon submission of your signed Reseller Application & Agreement.