PURITAN’S PRIDE
SUPPLIER
COMPLIANCE GUIDE - VERSION E

FOR SUPPLIERS PROVIDING CONTRACT MANUFACTURING / PACKAGING SERVICES FOR PURITAN’S PRIDE FINISHED PRODUCTS
(EFFECTIVE DATE: 08/24/2016)
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About NBTY, Inc. and Puritan’s Pride

NBTY, Inc., together with its affiliates (collectively “NBTY”), is the leading vertically integrated manufacturer, marketer, distributor and retailer of a broad line of high-quality, value-priced vitamins, nutritional supplements and related products in the United States, with operations worldwide. NBTY has manufacturing facilities in Canada, China, the United Kingdom, and the United States and are able to produce and package capsules, tablets, powders, liquids and meal replacement bars under a number of well-known brands as well as private label brands.

NBTY offers products marketed under a portfolio of brands, including Nature’s Bounty®, Puritan’s Pride®, Holland & Barrett®, Sundown®, MET-Rx®, Worldwide Sport Nutrition®, American Health®, SISU®, Solgar®, Home Health®, Ester-C®, Balance Bar® and Natural Wealth®. In addition, NBTY enjoys long-standing relationships with several domestic retailers, including Wal-Mart, Costco, CVS, Sam’s Club, Walgreens, Kroger and Target.

As an affiliate company to NBTY, Inc., Puritan’s Pride serves as NBTY’s domestic e-commerce arm, allowing consumers to shop for nutritional supplements online at affordable prices.

Puritan’s Pride principal executive offices are located at 4320 Veteran’s Memorial Hwy., Holbrook, NY 11741 and its website is www.puritan.com.

Overview of this Guide

As an affiliate company to NBTY, Inc., Puritan’s Pride attributes much of its success to the suppliers that provide us with the highest quality materials, dedicated services, technical innovations, and competitive pricing.

We have developed this Supplier Compliance Guide to provide approved suppliers of contract manufacturing and packaging services specific to Puritan’s Pride finished goods (a.k.a. “PP Finished Products”) with information about our expectations and practices. The content contained within the following pages provides our standards and requirements regarding delivery, receiving, invoicing, and other relevant information. When and where applicable, we reserve the right to amend this Guide and post the most current version of which to our external-facing website at www.vendor.nbty.com/terms. This Guide, as amended, will be binding upon you if you choose to continue doing business with us after such posting. In the absence of a fully executed supply or vendor agreement between you and us (“Master Agreement”), this Guide, together with the Purchase Order, constitutes the entire agreement between you and us, with respect to the purchase of PP Finished Products as described on the applicable Purchase Order.

Suppliers must comply with the procedures and requirements described herein to maintain their position as an ‘approved’ supplier, as we only conduct business with the most consistent and reliable of vendors. If you require clarification, or have questions about the guidelines and requirements herein, please contact NBTY’s Supplier Management Office at SupplierManagement@nbty.com.

Puritan’s Pride has always operated with an “Open Door Policy” for our approved suppliers. If, at any time, you feel that you are not being given a fair opportunity, or have a concern about our directions, please contact our General Counsel at (631) 218-7190, or our the third-party anonymous hotline “Convercent” at 1-800-461-9330 - Company access code “NBTY”, and provide us with your opinions and concerns.
Invoicing Guidelines

Inclusion of the following information as part of your invoice will help ensure prompt and accurate payment. If you have any questions, please contact our Accounts Payable department at (631) 244-2065 or nbap@nbty.com.

Please include the following information on all invoices:

1. **Supplier Information:**
   - Supplier Name
   - Address
   - City, State, Zip Code
   - Telephone and Fax Number
   - Email address
2. **Payment Terms:** As stated on the Purchase Order.
3. **Puritan’s Pride Purchase Order number**
4. **Invoice date/ship date**
5. **Unit Price:** The unit cost on the invoice must not exceed the unit cost listed on the Purchase Order. We will not recognize any price increase after the Order Date stated on our Purchase Order.
6. **Quantity**
7. **Puritan’s Pride Part Number**
8. **Supplier Lot Number**
9. **Complete description of the Material purchased**
10. **Unit of Measure (UoM)**
11. **Supplier ‘Remit To’ Address**
12. If you choose to receive payment via ACH wire transfer, please supply the following:
   - Bank Name
   - Branch Name
   - ABA routing Number
   - Bank Account Number
   - Email address for payment confirmation.

If you fail to provide the above information, our Accounts Payable department will issue a paper check.

**Submission of Invoices**

Suppliers should submit invoices either:

1) electronically (via email at nbap@nbty.com); or,
2) via mail to:
   - Puritan’s Pride, Inc.
   - Attn: Accounts Payable
   - P.O. Box 9014
   - Ronkonkoma, NY 11779
   - (631) 244-2065
Vendor Routing Guidelines

Freight terms will be clearly indicated on our Purchase Order.

In instances where NBTY/Puritan’s Pride will be responsible for shipping costs, shipments are to ship FOB Origin, Freight Collect and NBTY/Puritan’s Pride will select the carrier.

If the shipment is less than 8 pallets or 10,000 pounds, supplier should ship via the preferred carrier referenced in the NBTY Inbound Route Guide, the most recent version of which is available at www.vendor.nbty.com/terms.

If the shipment is greater than 8 pallets or 10,000 pounds supplier should e-mail carrier requests to NBTYTRAFFIC@nbty.com. As part of your e-mail, please provide:

- Origin address
- Contact information
- NBTY PO#
- Pallet count
- Weight
- Ready date for pick up
- Destination address
- Any other relevant information

If you do not receive a response to your e-mail within 24 hours, please call (631) 200–5266.

Suppliers can reach our Traffic Management department at (631) 200-5266 or NBTYTRAFFIC@nbty.com, Monday through Friday, from 9:00 AM to 5:00 PM, Eastern time, excluding holidays.
Delivery Requirements

Puritan’s Pride requires all suppliers of **PP Finished Products** to adhere to the following delivery requirements. If suppliers do not adhere to these requirements, we will be entitled to assess compensable surcharges for non-compliance.

**Delivery Requirement #1: Packing List**

Each shipment must be accompanied by a detailed Packing List and be delivered to the location specified on our Purchase Order unless we provide written instructions to do otherwise. Packing List should provide the following information:

- Puritan’s Pride Purchase Order number
- Puritan’s Pride Part Number(s) sequenced by item #, suffix, and Description
- Unit of Measure
- Pallet Count and Quantity Breakdown
- Total Quantity
- Manufacturer’s Name
- Manufacturer’s Lot Number
- Distributor/Supplier Name (if different than manufacturer)
- Expiration Date

**Delivery Requirement #2: Master Case or Tray**

Each master case or tray shipped to Puritan’s Pride must be clearly marked with the following information:

- Puritan’s Pride Purchase Order number
- Puritan’s Pride Part Number(s), as listed on our Purchase Order
- Quantity per master case, shipper, or carton
- Manufacturer’s Lot Number
- Expiration Date

**Delivery Requirement #3: Pallet Requirements**

In lieu of a mutually agreed upon Packaging Specification, Puritan’s Pride requires that all pallets shipped into Puritan’s Pride facilities meet or exceed the following:

1) Pallets meet Grocery Manufacturer’s Association (GMA) Grade “A” standards, including:
   - **Dimension:** 40” x 48”
   - **Material:** GMA, Group III or IV, hardwood, clean saw
   - **Deck Coverage:** Top Deck 63%; Bottom Deck 47%
   - **Grade:** Grade “A”, 4-way, flush and non-reversible
     - Sound material, free of knots
     - Minimum seven (7) top boards, minimum five (5) bottom boards, and three (3) stringers

2) No missing or broken boards on top or bottom.
3) No double stringers, patched boards or metal repair plates.
4) All stringers are solid, not broken and/or having cracks visible from three sides and longer in run than one inch. Weathering cracks that are not continuous and not visible from three sides are allowable.

5) Pallets are not required to be bleached white but should be clean and odor free. Clean pallets are free of debris and stains, but discoloration due to aging is acceptable.

6) No cracks on the top or bottom boards greater than 1/8” wide and 15” inches in length.

7) No exposed splinters greater than 3” inches in length.

8) No tapered breaks with a depth greater than 1” inch along a 10” inch or more run. If at the 10” inch distance, the depth is less than 1” inch, the pallet is acceptable. The pallet is unacceptable if the 1” inch depth runs the entire length of the board.

9) Nail heads or nail points are not to exceed 1/8” exposure from the surface of the wood. Pallets will not be rejected because of exposed nails unless the top and bottom board surface between nail head and stringer has been destroyed.

10) No partial footings. Partial footings occur when 1/4 of a stringer board width or length that connects it to the bottom board has been removed or when securing nail shanks are exposed in the stringer.

Additionally...

- Unless agreed to in writing to vary the below requirements, total pallet height maximums for all facilities must not exceed 34” with full cases only.
- Maximum weight on a single pallet must not exceed 2,400 pounds.
- There can only be one lot per item per skid and only one item per skid - no mixed pallets.
- Boxes must not hang off the sides of pallets.
- Pallets must not be double stacked without our prior written approval.
- Where applicable, all pallets must have a skid cover when delivered in open trays.
- All pallets must be shrink-wrapped and strapped completely to ensure stability during transit. The load must be secure and stable. Any shipment found to be tipped over or on the trailer floor may be rejected or a surcharge may be assessed to cover re-work costs.
- If the **PP Finished Products** are chemicals, a Material Safety Data Sheet (MSDS) must accompany the initial order.
- Pallet labels will conform to the sample identified as **Exhibit A**, and include the following information:
  - Supplier Name
  - Puritan’s Pride Purchase Order Number
  - Puritan’s Pride Part Number(s) and Suffix
  - Product Description
  - Expiration Date
  - Manufacturer’s Lot Number(s)
Delivery Requirement #4: Use of Slip-Sheets on all Palletized Deliveries

Deliveries of **PP Finished Products** on a pallet(s) must include the use of a slip-sheet (pallet pad) to act as a barrier between the pallet and the bottom of the product (box, bag, barrel, etc.). Slip-sheet should adhere to the following (minimum) specifications:

- **Material:** Recycled Chipboard
- **Size:** 40” x 48” and not overlapping the pallet
- **Gauge / Thickness:** 22 point board

Delivery Requirement #5: Providing QA Samples

As part of each order, supplier agrees to:

- Pull six (6) representative samples from beginning (2 samples), middle (2 samples) and end (2 samples) of the production run and label the samples as “2 beg”, “2 mid” and “2 end”, respectively.
- Ship the representative samples along with the shipment and clearly identify the samples with a sticker stating “QA SAMPLES”.
- Ship the representative samples in an identical shipper case as of the lot shipment.
- Retain reserve samples in a manner that protects against contamination and deterioration.
- Retain enough reserve samples to conduct at least two (2) full specification analyses of the product (refer to QC testing specification) and keep said samples at least one (1) year past shelf life.
- Retain the reserve samples in the same container-closure system in which the packaged and labeled dietary supplement is distributed.
- Fill any empty volume of shipper case with proper packing material (i.e. packing peanuts) to avoid transportation damage.

Samples will be “no cost” samples and should not be counted as part of the PO ordered quantity.

Delivery Requirement #6: Split or Partial Shipments

**PP Finished Products** should not be delivered in split or partial shipments. Please make arrangements with the delivering carrier to ensure that we receive all items shipped against open PO on the same business day.
Delivery Requirement #7: Delivery Shortages and Overages

Each shipment is subject to count and recount and must match against the Packing List. Puritan’s Pride will not impose a surcharge for shortages. However, we will not pay for PP Finished Products that we do not physically receive. We will communicate shortage information to suppliers and we will ‘short pay’ invoices.

With regards to over shipment of PP Finished Products, at our option, we may elect to accept over shipments up to 10% of the originally ordered quantity or we may elect to return any/all unauthorized over shipments at supplier’s expense.

Delivery Requirement #8: Return/Disposal of Defective, Non-Compliant or Unusable Finish Products

Puritan’s Pride will notify supplier of any delivered PP Finished Products, in full or partial quantities, that are found to be defective, non-compliant and/or unusable as a result of not passing our inspection and audit procedures. All costs associated with the return and/or disposal of non-compliant, defective and/or unusable PP Finish Products will be at the supplier’s expense.

Delivery Requirement #9: On Time Delivery

Specific to delivery of orders listing Freight Terms other than FOB Origin, Freight Collect...

If, for any reason, supplier expects a shipment against our Purchase Order to arrive outside the acknowledged delivery date window (-3 business days to +0 days from the delivery date specified on the Purchase Order), supplier must immediately inform our Purchasing department and the Buyer identified on the Purchase Order by phone or email listed on our Purchase Order.

Any PP Finished Products more than thirty (30) days late from the last acknowledged promised date of Purchase Order will be considered cancelled unless Puritan’s Pride approves this delay in writing.

Note: Should there be any questions about any terms or conditions on our PO, such as price, freight or payment terms, supplier must first advise the Buyer of the issue by phone or email, note the issue on the PO and return the PO to the Buyer by e-mail at least forty-eight (48) hours before scheduled delivery. We will return a PO, revised to reflect any changes we approve, by fax or e-mail. Generally, the PO number will not change. It is the supplier’s responsibility to follow up with the Buyer to be sure the supplier receives the revised PO.

If this policy is not followed, deliveries made under our PO constitute acceptance of all terms, dates, prices and quantities as stated on the original PO.
NBTY Supplier Quality Questionnaire

Being that Puritan’s Pride is an affiliate company to NBTY, Inc., NBTY’s Quality Assurance organization requires that suppliers providing contract manufacturing and/or packaging services for PP Finished Products complete our NBTY Supplier Quality Questionnaire as a requirement of doing business with NBTY, Inc. and its wholly owned subsidiaries (collectively “NBTY”), and thereby comply with Good Manufacturing Practices (GMP).

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Please note that the NBTY Supplier Quality Questionnaire is a stand-alone document separate from this Guide, the latest version of which is posted at www.vendor.nbty.com/terms.

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Disclosure of Manufacturer Information (for Distributors or Brokers of Finished Products)

Distributors or brokers of PP Finished Products, at the request of Puritan’s Pride, must provide information relevant to the manufacturer of the PP Finished Products being provided, including manufacturer company name, address (including Country of Origin), contact information (phone and email) as well as manufacturer’s part number specific to the PP Finished Products provided. Failure to comply with such request for manufacturer information may result in the loss of ‘approved supplier’ status. Please reference the NBTY Supplier Quality Questionnaire for more detailed manufacturer information required by NBTY.

NBTY’s Supplier Onboarding Program

Being that Puritan’s Pride is an affiliate company to NBTY, Inc., all suppliers providing contract manufacturing and/or packaging services for PP Finished Products are required to participate in NBTY’s Supplier Qualification and Risk Screening process, which includes a nominal annual enrollment fee. For more information about NBTY’s Supplier Onboarding Program, inclusive of the Supplier Qualification and Risk Screening process, please contact NBTY’s Supplier Management Office at SupplierManagement@nbty.com or visit http://nbty.globalrms.com/.
Procurement Policy

Puritan’s Pride greatly values partnerships with our approved suppliers and strives to maintain and improve these relationships through best-in-class business practices and ethical standards. We are committed to conducting all aspects of our business affairs with the highest degree of professionalism, integrity and honesty. To this end, we have established guidelines for our employees (whom we refer to as “Associates”), consultants and partners with purchasing responsibilities.

All authorized Buyers and Category Managers are expected to make buying decisions, without prejudice, for the overall benefit of the company. We pride ourselves on being a culture where strong business analytics are leveraged and purchasing decisions are made on the basis of how our needs are best served. We regularly review purchasing requirements, inclusive of cost, and evaluate their competitiveness. Generally, if we determine that we can realize a greater benefit through a different supplier or product mix, we will notify our current supplier(s) that we are making a change.

We hold all our authorized Buyers and Category Managers to the highest professional standards and require that they conduct business in a professional and honest fashion. When working with our authorized Buyers and Category Managers our approved suppliers can expect the following.

Confidentiality

- We will treat all pricing, product specifications, strategic planning and proprietary information as confidential, and will not discuss this information with anyone other than authorized Associates, consultants and agents, or as may be required by law, regulations or legal process.
- Should you require a confidentiality agreement be in place before sharing information with Puritan’s Pride, please contact our Supplier Management Office (at SupplierManagement@nbty.com) to receive our standard confidentiality agreement.

Appointments

- Our authorized Buyers and Category Managers will make every effort to be prompt and available at the scheduled time and location.
- We are sensitive to the time and expense that is involved with business travel, and, if the Buyer and Category Manager you are scheduled to meet with are unavailable for any reason, we will try to notify you at least thirty-six (36) hours before the scheduled meeting time.
- If we are unable to provide prior notice, another authorized Buyer or Category Manager will attend the scheduled meeting, but you may request a new meeting with the original individual(s) at a later date, if you prefer.

Ethics

- We hold all of our Associates to the highest standards of ethics and performance. All transactions with existing or prospective suppliers will be conducted in an honest and professional manner.
- We pride ourselves on prompt and accurate payment of all agreed upon invoices. Should you have a concern or question about payment, you should contact your authorized Buyers and Category Managers immediately. You can expect a prompt response to your communication.

Gift & Gratuities Policy

- Our Associates, regardless of their capacity, will not request, encourage or accept for their personal benefit (or for the benefit of their friends or relatives), gifts, gratuities, trips, cash, samples, meals, or other goods or services of value, from anyone selling to, or in any way serving Puritan’s Pride.
• Approved Suppliers may donate gifts for the purpose of raising funds for charities or non-profit organizations we support.

• Gifts and gratuities include kickbacks in the form of money or merchandise, tickets or admission to sporting, entertainment or other events, any types of goods, special discount to our Associates, discontinued or no-longer used samples, supplier-paid trips, liquor, food products, and personal services. We also consider meals gratuities. When dining with a supplier, our Associates must pay for their own meals. When practical, gifts must be returned to the sender with an explanation of our policy. Any item not returned will be considered our property.

• If any of our Associates purchases merchandise directly from you for personal use, or for the personal use of the Associate’s friend or relative, you must invoice the Associate at a price not less than established wholesale prices.

• If you become aware of an Associate requesting goods or services for personal gain or consideration, you are obligated to report this directly to our senior management by contacting our Office of General Counsel at (631) 218-7190, or to the third-party anonymous hotline “Convercent” at 1-800-461-9330 - Company access code “NBTY”. Your violation of this policy can result in your being barred from future business dealing with NBTY. Associate violation or abuse of this policy may result in the Associate’s immediate termination.

• We believe this policy supports our mission to deliver the highest quality nutritional supplements with the best value to our customers.

Labor Law Compliance

• We only do business with Suppliers that comply with wage and hour laws, rules and regulations of the countries in which they do business.

• We only do business with Suppliers that comply with the child labor laws, rules and regulations of the countries in which they do business.

• We only do business with Suppliers that comply with the laws, rules and regulations regarding slavery and human trafficking of the countries in which they do business.

• We expect our Suppliers to require that the contractors and subcontractors with whom they do business also comply with wage and hour, child labor, and slavery and human trafficking laws, rules and regulations of the countries in which they do business.

Puritan’s Pride shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.”

Puritan’s Pride shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

If you learn of any violation of this purchasing policy, please report it to our General Counsel at (631) 218-7190, or to the third party anonymous hotline “Convercent” at 1-800-461-9330 - Company access code “NBTY”.

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Puritan’s Pride Supplier Compliance Guide – Version E

Effective Date: 08/24/2016
### Exhibit A: Pallet Label

<table>
<thead>
<tr>
<th>Supplier Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Order #</td>
</tr>
<tr>
<td>Puritan’s Pride Part #</td>
</tr>
<tr>
<td>Product Description</td>
</tr>
<tr>
<td>Manufacturer's Lot #</td>
</tr>
<tr>
<td>Expiration Date</td>
</tr>
<tr>
<td>Pallet #</td>
</tr>
</tbody>
</table>

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Supplier Acknowledgement (Signature Required)

As an authorized representative of my company, I acknowledge that I have read and understand the expectations of Puritan’s Pride as well as the practices to be followed by suppliers as described within this Supplier Compliance Guide. I also understand that non-compliance to these guidelines and requirements may result in the assessment of compensable surcharges to my company as well as the potential loss of ‘approved’ supplier status with Puritan’s Pride, Inc. and its affiliates.

Company (Supplier) Name: __________________________________________

Signature of Authorized Supplier Representative: _________________________

Printed Name: ______________________________________________________

Title: _____________________________________________________________

Phone Number: _____________________________________________________

Email: _____________________________________________________________

Date: ______________________________________________________________

If you have any questions/comments/concerns regarding this Supplier Compliance Guide, please feel free to reach out to our Supplier Management Office at SupplierManagement@nbty.com.