



Nutrex Hawaii MAP Policy

At Nutrex Hawaii, we value the strong partnerships we've built with our Resellers and are committed to supporting a fair competitive marketplace.

This Minimum Advertised Price (MAP) Policy reflects our dedication to ensuring consistent consumer value, promoting long-term success for our retail partners, and maintaining the integrity of our brand. The following outlines our updated MAP Policy, **effective July 1, 2025**.

1. Purpose and Overview

Effective July 1, 2025 Cyanotech Corporation dba Nutrex Hawaii, Inc., a wholly owned subsidiary of Cyanotech Corporation (hereinafter referred to as "Nutrex Hawaii") is unilaterally implementing this updated Minimum Advertised Price Policy (the "MAP Policy") to encourage our Resellers to promote and invest in the effective marketing and sale of Nutrex Hawaii's products.

Resellers of products have the right to make independent decisions to advertise and sell Nutrex Hawaii products at any price without consulting or advising Nutrex Hawaii, and this MAP Policy does not determine, control, or influence the price at which any Reseller sells its products. Nutrex Hawaii similarly has the right to make its own unilateral decisions regarding the composition of its Reseller network, and Nutrex Hawaii reserves the right, in its sole discretion, to discontinue business with or to take any other appropriate action with respect to any Reseller that fails to adhere to this MAP Policy.

2. Scope of Policy

The MAP Policy establishes standards for all applicable consumer advertisements of Nutrex Hawaii products. It applies equally to a Reseller's organization. Each Reseller is responsible for compliance with this Policy by all segments of its organization (online, mail-order and in-store). If any one segment within a Reseller's organization violates any component of this MAP Policy, Nutrex Hawaii may consider the entire Reseller organization to be in violation of the MAP Policy.

3. MSRP and MAP Enforcement

Nutrex Hawaii has established a Manufacturer's Suggested Retail Price (MSRP) for its products. This MSRP may be amended by Nutrex Hawaii at any time at its sole discretion. **It is a violation of this MAP Policy for any Reseller to advertise a product at a price that is below the most recently published MAP (hereinafter the "minimum advertised price" or "MAP").** Products not specifically identified with a MSRP are not covered by this MAP Policy. Nutrex Hawaii reserves the right to add or delete a MSRP to any product at its own discretion.

4. In-Cart Discounts and Phrasing

Retailers are permitted to offer additional discounts or promotional pricing on Nutrex Hawaii products once a customer has added the item to their online shopping cart. These in-cart promotions are considered part of a private transaction and not public advertising and therefore are not subject to the Minimum Advertised Price (MAP) policy. Retailers may use general phrases such as “Add to Cart to See Price” or “Special Offer in Cart” to indicate potential savings, provided no advertised price falls below the MAP outside of the cart experience. Any public display of pricing below the MAP, or language that implies such pricing, remains a violation of the policy and may result in enforcement actions, including but not limited to suspension of sales privileges.

5. Advertising Channels Covered

The MAP Policy applies to all forms of public consumer advertising in any and all media, including the following categories:

- Print Advertising: such as, but not limited to, newspaper, magazines and multi-page inserts.
- Broadcast Advertising: such as, but not limited to: radio, television, public or cable television sponsorships.
- Direct Mail Advertising: such as, but not limited to: catalogs, catalog inserts, fliers, newsletters and broadcast faxes.
- Email blasts: Any promotional email originating from the Reseller or web site that is linked to the email are considered part of the same advertisement.
- Internet Advertising: all areas of a website above the shopping cart level such as, but not limited to, banner ads that click through to a website, forums, web sites of traditional Dealers, Distributors, mail-order businesses that offer covered products, Internet only e-retailer’s that offer covered products, on-line services and portal sites that advertise covered products, shopping sites (bot's) and pricing search engines that advertise prices on covered products and auction sites with a minimum or starting bid below the MAP.

6. Special Permission for Private Promotions

Reseller may advertise Products below MAP via private consumer advertising (i.e. email blasts to the Reseller’s company database) but only with the express written consent of Nutrex Hawaii.

7. Bundling and Circumvention

Where Nutrex Hawaii products covered by this MAP Policy are bundled with or sold as part of a package that includes other products, including free or discounted products (whether made by Nutrex Hawaii or another manufacturer), it is a violation of this MAP Policy to advertise the bundle or package at a price that has the effect of discounting the covered Nutrex Hawaii product below the MAP.

This MAP Policy also applies to any activity which Nutrex Hawaii determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

8. Policy Exceptions

This MAP Policy does not apply to the following activities:

- In-store advertising that is displayed only in the store and not distributed to any customers.
- Advertising in general that the Reseller has "the lowest price" or will match or beat its competitors' prices or similar phrases; so long as the Reseller does not include an Advertised Net Price below MAP.
- Value-added services such as free shipping, installation, technical support and maintenance.
- Store wide discounts on all items or "all on sale" promotions, so long as promotions are for a limited time and Nutrex Hawaii products are not separately identified.
- Items discontinued by Nutrex Hawaii.

9. Third-Party Marketplace Restriction

You will not sell or offer for sale on any Third Party Platforms/Marketplaces (This will include sites such as Amazon, Buy, Walmart.com, Rakuten, eBay, auction web sites, etc.) any Nutrex Hawaii products over the Internet or any interactive electronic network without prior written approval from Nutrex Hawaii. Without prior written approval you are subject to an immediate 3rd violation listed below.

10. Reseller Approval and Responsibility

As an approved Reseller you are required to follow all of Nutrex Hawaii's requirements to retain this approval. If you for any reason fail to comply with Nutrex Hawaii's MAP Policy you will have this approval terminated immediately.

It is the responsibility of each online, mail-order, or in-store Reseller to monitor Nutrex Hawaii's MAP Policy and review all aspects of their business practices to ensure compliance. Nutrex Hawaii does not intend to do business with dealers or Resellers that compromise the brand, reputation, and competitiveness of Nutrex Hawaii by violating this MAP Policy. Nutrex Hawaii will maintain a Do-Not-Sell list of Resellers that have not corrected violations to the MAP Policy. A list of Nutrex Hawaii Authorized Resellers / Distributors is available on the company's websites.

11. Enforcement and Violation Consequences

Nutrex Hawaii reserves the right to take any action, in its sole discretion, with respect to any Reseller in violation of this MAP Policy, and no dealer, or Reseller will have the right to enforce or otherwise rely on the continued existence of this MAP Policy or any effort by Nutrex Hawaii to enforce this MAP Policy. In most cases, Nutrex Hawaii will respond to violations of this MAP Policy in the following manner:

First Violation: In the event Nutrex Hawaii unilaterally determines that a Reseller has violated the MAP Policy a notice will be sent to the Reseller alerting them to the violation. The Reseller must become compliant with the MAP Policy within two (2) business days.

Second Violation: If, after two (2) business days the initial violation has not become compliant or the Reseller violates the MAP Policy a second time with any of Nutrex Hawaii product covered by this Policy, Nutrex Hawaii will add the Reseller to the Do-Not-Sell list for a period of thirty (30) days.

Third Violation: The third violation of this policy will result in the Reseller being added to the Do-Not-Sell list indefinitely. In addition, the Reseller may not use any of Nutrex Hawaii artwork, graphics, photos or text that relates to Nutrex Hawaii products.

Nutrex Hawaii shall solely determine whether and when to remove a violating Reseller from the Do-Not-Sell list or to otherwise authorize the use of Nutrex Hawaii artwork, graphics, photos or text that relates to Nutrex Hawaii products.

12. Policy Communications and Authority

This MAP Policy is the unilateral decision of Nutrex Hawaii. Nutrex Hawaii will not discuss any conditions of acceptance related to this policy. Nutrex Hawaii senior management is the entity authorized to communicate MAP Policy updates, changes and decisions regarding violations to this Policy. No other member of Nutrex Hawaii, Authorized Distributors or Distributor Sales representatives are authorized to modify or amend the MAP Policy without written authorization from the company.

13. MAP Holidays

Nutrex Hawaii reserves the right to implement a MAP Holiday during the year depending on market conditions and or during promotional periods. During a MAP Holiday enforcement will be temporarily on hold and sellers may temporarily sell below MAP price. During a MAP holiday the Third-Party Platforms/Marketplace restrictions will remain in place.

14. Policy Updates and Contact Information

Nutrex Hawaii reserves the right to add, change or delete the MAP Policy. If you wish to be notified of any MAP Policy changes, or have any questions, please send a written request to MAP Administrator at sellercompliance@nutrex-hawaii.com. You may also contact Nutrex Hawaii with any questions at the following address:

Nutrex Hawaii
c/o MAP Administrator
73-4460 Queen Kaahumanu Hwy., Suite 102
Kailua-Kona, HI 96740



2025 Nutrex Hawaii MAP Policy Pricing

	UPC	Item #	MAP Price	Case Weight in Pounds	Case Dimensions in Inches
Hawaiian Spirulina® Powder					
5 oz Powder	7 32894 01023 9	140001	\$16.99	10.8	11.25 x 8.5 x 5.75
16 oz Powder	7 32894 01026 0	140003	\$45.49	25.5	16 x 12.375 x 7.5
1000mg 180ct Tabs	7 32894 01006 2	140028	\$27.99	12.6	12 x 9 x 5.625
1000mg 180ct Spearmint Tabs	7 32894 40036 8	140036	\$27.99	12.6	12 x 9 x 5.625
500mg 100ct Tabs	7 32894 01001 7	140006	\$11.49	5.5	9.25 x 7.25 x 4.25
500mg 200ct Tabs	7 32894 01002 4	140010	\$17.99	7.5	10.25 x 7.75 x 4.75
500mg 400ct Tabs	7 32894 01004 8	140015	\$30.99	13	12.25 x 9.25 x 5.625
VEGAN 60ct Gummies	7 32894 60020 1	160020	\$29.99	8.4	13 x 9.5 x 6
BioAstin® Hawaiian Astaxanthin®					
4mg 60ct Softgels	7 32894 03508 9	140017	\$18.49	2.1	8.75 x 6.75 x 4.375
4mg 120ct Softgels	7 32894 03513 3	140027	\$33.49	3.5	9.5 x 7.374 x 5.25
12mg 25ct Softgels	7 32894 03517 1	140029	\$17.99	1.3	7.75 x 6 x 4
12mg 50ct Softgels	7 32894 03518 8	140030	\$31.99	2.0	8.75 x 7 x 4.375
12mg 75ct Softgels	7 32894 03518 8	140030	\$31.99	2.0	8.75 x 7 x 4.375
VEGAN 60ct Gummies	7 32894 60010 2	160010	\$34.99	8.4	13 x 9.5 x 6
VEGAN 12mg 50ct Softgels	7 32894 50011 2	150011	\$33.49	2.0	8.75 x 7 x 4.375
VEGAN 12mg 75ct Softgels	7 32894 50012 9	150012	\$46.99	2.4	8.75 x 7 x 4.375
VEGAN 4mg 120ct Softgels	7 32894 50013 6	150013	\$34.99	3.6	9.5 x 7.375 x 5.25
VEGAN 120ct JointAstin	7 32894 03510 2	150001	\$29.99	5.8	11.25 x 8.75 x 5.375
VEGAN 60ct BioAstin Supreme	7 32894 03512 6	150003	\$24.49	2.5	9.5 x 7.374 x 5.25
VEGAN 30ct TurmericAstin	7 32894 50015 0	150015	\$35.99	2.4	9 x 7 x 5
EyeAstin 60ct	7 32894 03515 7	150008	\$30.99	2.5	9.5 x 7.374 x 5.25

MAP Policy: Minimum Advertised Price

- Full cases of 12 bottles per order. No mix-and-match.
- Nutrex Hawaii reserves the right to revise pricing.