

# REDRANGER® USA, LLC AUTHORIZED RESELLER POLICY

## VERSION 1

**EFFECTIVE DATE: 24<sup>th</sup> July 2018**

### **1. INTRODUCTION**

Authorized resellers, distributors and dealers of Redranger® USA, LLC (**each an "Authorized Reseller"**) may sell, distribute, advertise, market or promote Nolathane® and/or Whiteline® branded products ("**Redranger® Products**" and "**Redranger® Brands**") in the United States of America and Canada only to the extent and in the manner in which they are authorized to do so by Redranger® USA, LLC ("**Redranger®**").

This Policy is used by Redranger® in its selection and retention of an Authorized Reseller. Redranger® may limit the Redranger® Products that an Authorized Reseller is authorized to sell, distribute, advertise, market or promote and may specify the mode of sale (e.g., through a bricks-and-mortar location or over the Internet, either through the Authorized Reseller's own website or through an approved third-party web portal ("**Third-Party Marketplace**"), through which the Authorized Reseller may sell such Redranger® Products. Redranger® may conduct audits and unannounced, anonymous surveys and/or spot checks to assess an Authorized Reseller's compliance with this Policy.

By purchasing Redranger® Products, each Authorized Reseller agrees to the terms of this Policy. Redranger® may amend or supplement this Policy at any time. Interpretation of this Policy is at Redranger®'s sole discretion.

Selection and retention as an Authorized Reseller of one or more Redranger® Products or any of the Redranger® Product categories are at Redranger®'s sole discretion. Non-compliance with this Policy may result, at Redranger®'s sole discretion, in the suspension (for a period of time determined by Redranger®) or termination of a reseller's authorization to sell one or more Redranger® Products and/or any of the Redranger® Product categories.

The information contained in this Policy is considered confidential and proprietary to Redranger®. It is disclosed to the Authorized Reseller on the basis that the Authorized Reseller agrees to hold the information in confidence and not disclose it to any third party and only to those within the Authorized Reseller's organization on a need-to-know basis.

### **2. GENERAL REQUIREMENTS**

Redranger® Brands are symbols of quality. Redranger®'s continual quality assurance efforts require that Authorized Resellers maintain consistent quality standards in the marketing, sale and servicing of Redranger® Products. Redranger® holds its Authorized Resellers to a standard of excellence, which requires that they consistently meet or exceed the expectations of all end-users of Redranger® Products, whether they are consumers or professional customers. Redranger®'s selective distribution strategy helps to ensure that the end-user is satisfied with the entire purchase experience. Authorized Resellers must be dedicated to consistently providing the end-user with impeccable service and a high degree of Redranger® Product availability. Repeated out-of-stock occurrences are not acceptable.

2.1. **Authorized Reseller Application:** In order to become an Authorized Reseller, a person must complete and submit an application identifying one of the following reseller categories:

- Brick & Mortar Retailer;
- Brick & Click Retailer;
- Click-Only Retailer;
- E-Commerce Retailer; and/or Distributor

that the person seeks to serve for Redranger® Products. By identifying a specific reseller category, the person verifies its good faith belief that it can meet the applicable criteria as set forth in this Policy.

Upon receipt of the application, Redranger® will review for authorization. The decision as to whether to award authorization rests within Redranger®'s sole discretion.

2.2. **Annual Compliance Review:** Compliance with this Policy is continuously monitored by Redranger®.

In addition to routine compliance evaluation, Authorized Resellers will be subject to an annual compliance review conducted by Redranger®.

2.3. **Non-compliance:** Non-compliance with this Policy may result, in the sole and exclusive discretion of Redranger®, in suspension (for a period of time determined by Redranger®) or termination of the Authorized Reseller's authorization to sell one or more Redranger® Products. Redranger® will provide an Authorized Reseller with notice specifying the breach and a time within which to rectify the breach, failing which Redranger® may suspend (for a period of time determined by Redranger®) or terminate the Authorized Reseller's authorization. The Authorized Reseller must provide to Redranger® written verification of the corrective measures taken to cure the breach within the time prescribed by the written notice. Notwithstanding any such verification, two or more breaches of this Policy within a twelve (12) month period will be deemed a failure to cure and may result in immediate suspension (for a period of time determined by Redranger®) or termination with no further notice or opportunity to cure.

2.4. **Reinstatement:** Any request or application for reinstatement of authorization to sell Redranger® Products will not be considered within the same quarter in which the suspension or termination occurred. Redranger® is under no obligation to consider any request for reinstatement of authorization to sell Redranger® Products. If considered at all, Redranger® will consider a request for reinstatement no sooner than the end of the quarter following the quarter in which the suspension or termination occurred.

2.5. **Compliance with MAP Policy.** Authorized Resellers must understand their obligations under the Redranger® MAP Policy and abide by them at all times.

2.6. **Limitation of Certain Sales and Purchases.** Except as otherwise permitted by this policy, (a) Authorized Resellers may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers and (b) Authorized Resellers must not buy Redranger® products from other retailers, or from other sources not explicitly endorsed by Redranger®.

2.7. **Additional Requirements and Restrictions.** The following generally governs all Authorized Resellers:

- Authorized Resellers may not alter original Redranger® packaging in any way prior to reselling Redranger® products. Removing Redranger® products from packaging and reselling Redranger® products in a different packaging or under a different name is strictly prohibited.
- Authorized Resellers must be able to use standard set of Redranger®-supplied data in product data feeds that they distribute to third-party advertising venues unless prior written permission is obtained from Redranger®.
- Authorized Resellers must not re-SKU or bundle Redranger® products in their retail or online assortments and data feeds without receiving prior written permission from Redranger®.
- Authorized Resellers agree to reasonably cooperate with Redranger® in preventing unauthorized exportation of Redranger® products. For Redranger® products which incorporate an individualized numerical designation (e.g. serial number) and which are sold in bulk, defined as four (4) or more units in a single transaction, or ten (10) or more units purchased by the same individual within thirty (30) days ("Serialized Bulk Products"), Authorized Resellers shall endeavor to request the following information: customer name, customer address, customer phone, product serial numbers and dates of transaction(s). The customer information is not required to be transferred to Redranger®, however it should be used to identify suspicious purchase patterns. In the event the customer refuses to provide such information, the Authorized Reseller should reduce the

transaction quantity to below the applicable Serialized Bulk Products threshold.

- Authorized Reseller will not advertise, market, display or demonstrate non-Redranger® products together with Redranger® products in a manner that would create the impression that the non-Redranger® products are made by, endorsed by or associated with Redranger®.
- Authorized Resellers must comply with all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of Redranger® products. Authorized Resellers must provide a level of sales support and customer support for our customers that, at a minimum, demonstrates industry best practices. Failure to comply with all of the terms in Redranger®'s Authorized Reseller Policy will result in suspension or termination of their account.
- Redranger® expects all Authorized Resellers to provide the highest level of service to their customers and all Authorized Resellers must meet the following minimum requirements with regard to Customer Service:
  - Provide easy navigation or other access to all customer service contact information, including telephone numbers, physical addresses, e-mail addresses, hours of operation and shipping and return policies.
  - Display and maintain reasonable customer service hours of operation.
  - All customer service representatives will have adequate knowledge of Redranger® products and refrain from any deceptive practices, including but not limited to bait and switch tactics, misrepresentation of product quantities available for immediate sale, or misrepresentation of product features, consumer benefits or operational characteristics

### **3. REDRANGER® IP LICENSE**

- 3.1. **Redranger® IP:** All Redranger® trademarks, trade names, brand names, depictions, colors, graphics, logos, packaging, catalogues, product descriptions, product numbers or other written materials whether or not registered or otherwise protected (“**Redranger® IP**”) associated with the Redranger® Products remain Redranger®'s sole and exclusive property and nothing arising out of the relationship between Redranger® and any Authorized Reseller conveys to the Authorized Reseller any ownership rights in the Redranger® IP.
- 3.2. **License:** Redranger® grants to each Authorized Reseller a limited, non-exclusive, non-transferable, non-sublicenseable license to use the Redranger® IP solely in accordance with this Policy only in relation to the Redranger® Products that the Authorized Reseller is authorized to sell.
- 3.3. **Use of Redranger® IP:** Authorized Resellers may use the Redranger® IP only in the advertising, promotion and sale of authentic Redranger® Products in compliance with the terms of this Policy. The Redranger® IP must be used exactly in the form provided and in conformity with any Redranger® usage policies or guidelines, including, but not limited to shape, color match and imprint quality. Any proposed deviation must be approved in writing by Redranger® prior to use. Redranger® will own any rights arising from an Authorized Reseller's use of graphics, text, format and other information provided by Redranger®. Prior to any use of the Redranger® IP on goods or services, the Authorized Reseller must submit samples for Redranger®'s approval. No Authorized Reseller may use Redranger® Product depictions, graphics or logos relating to the Redranger® Products that have not been provided by Redranger® in connection with the advertising, promotion or sale of any Redranger® Products without submitting samples to Redranger® for prior review and written approval of each such use.

Except as set forth in a separate written license agreement, no person, including an Authorized Reseller, may use the Redranger® IP in or as part of any (i) domain name or URL on the Internet, (ii) trademark or service mark, (iii) company or trade name, or (iv) fictitious business name.

The use of any registered trademark must always include the “®” symbol to denote that the mark is registered with the United States Patent and Trademark Office. These marks include “Redranger®”, “Nolathane®” and/or “Whiteline®” marks or the registered logos associated with those word marks, and may include other word marks, logos or symbols also owned by Redranger® upon written

notice to an Authorized Reseller by Redranger®. If Redranger® pursues other marks, logos or symbols in the future and notifies an Authorized Reseller that such mark, logo or symbol may be used while the application for approval is pending, the Authorized Reseller may use such mark, logo or symbol by noting that the application is pending by use of the symbol “™”.

#### **4. PURCHASE AND RESALE PROHIBITIONS**

- 4.1. **Selective Distribution — Authorization Required:** Redranger® employs selective distribution in order to ensure that the expectations of end-users of Redranger® Products are consistently met or exceeded. In order to maintain this optimal customer experience, and to assure the integrity of products sold under Redranger®’s brands, Redranger® prohibits both the sale and purchase of Redranger® Products to and from any person or entity which is not an Authorized Reseller. Authorization to sell Redranger® Products is essential to Redranger®’s ability to protect against the distribution, sale and marketing of counterfeit or “knock-offs” of Redranger® Products in the marketplace.
- 4.2. **Resale Prohibitions:** In order to assure that Redranger® Products are not sold through distribution channels that Redranger® has not approved, Authorized Resellers are not permitted to sell Redranger® Products to any reseller that is not an Authorized Reseller, or otherwise assist in or facilitate sales of Redranger® Products by a reseller that is not an Authorized Reseller, without Redranger®’s prior written consent. By restricting the sale of Redranger® Products by Authorized Resellers to other Authorized Resellers, Redranger® is best able to assure the authenticity of the Redranger® Products distributed in the marketplace and manage the consumer’s purchase experience. Pursuant to Section 6 below, Authorized Resellers who sell online are provided online badges to post on their websites that identify them as Authorized Resellers of the Redranger® Products. Before selling any Redranger® Product to a person that is not an end-user, the Authorized Reseller should check that person’s website for the requisite badge. If unsure whether a potential purchaser is authorized to sell or re-sell the Redranger® Products, the Authorized Reseller should contact Redranger® to obtain assurance that the prospective purchaser is an Authorized Reseller. In addition, without Redranger®’s prior written consent, an Authorized Reseller may not conduct the business of selling Redranger® Products under any name that has not been approved in writing in advance by Redranger®. Setting up businesses, registering domain names, or using social media usernames that contain the Redranger® name or any of Redranger®’s trademarks is strictly prohibited. To ensure compliance with Redranger®’s Authorized Reseller Policy, Authorized Resellers must only use approved marketing materials for all Redranger® products
- 4.3. **Purchase Prohibitions:** Authorized Resellers may only purchase Redranger® Products from Redranger® or another Authorized Reseller/ Distributor.
- 4.4. **Retailer Sales to End-Users Limited to the United States of America (“USA”):** The Redranger® Products are designed, manufactured and packaged to country-specific requirements. The sale of Redranger® Products into geographic areas in which the Redranger® Products were not intended to be sold, therefore, is prohibited. Redranger® Products intended for resale in the USA may not be suitable for use outside of the USA, may not comply with laws in effect outside of the USA. Additionally, end-users located outside of the USA may not have access to Redranger® Product service, replacement parts and safety and recall notices relating to Redranger® Products that are intended for sale in the USA. Except as authorized in writing by Redranger®, Authorized Resellers may only sell Redranger® Products to end-users and other Authorized Resellers that are located in the USA.
- 4.5. **Original Packaging and Redranger® Product Configurations Requirement:** Except as expressly authorized in writing by Redranger®, Redranger® Products must be sold by the Authorized Reseller in the same configuration and packaging as they were purchased from Redranger®. If the product number is used to describe the Redranger® Product, it must be the product number designated by Redranger®.
- 4.6. **Other Restrictions on the Sale of Certain Redranger® Products:** Redranger® expressly reserves the right to determine which of the Redranger® Products to offer for sale to each of its Authorized Resellers and may designate certain Redranger® Products for distribution and sale to select customers, channels or retail platforms. Within the exercise of its sole discretion, for example, Redranger® may designate certain Redranger® Products for sale only to certain Authorized Resellers

or may prohibit Authorized Resellers from reselling designated Redranger® Products on certain online platforms (e.g. Third-Party Marketplaces).

## **5. BRICK-AND-MORTAR (“B&M”) RETAILERS**

Authorized Resellers selling from bricks-and-mortar retail stores (“**B&M Retailers**”) must comply with the requirements set out below:

- B&M Retailer must operate at least one physical, bricks-and-mortar retail store with a street address in the USA.
- B&M Retailer must carry and display in each of its retail stores the designated minimum number of Redranger® Product SKUs.
- B&M Retailer must maintain a knowledgeable sales staff and customer service support.
- B&M Retailer must provide to Redranger® and update the physical addresses of each of its retail stores, with telephone number, fax number, website and/or e-mail address as this information changes.
- B&M Retailer must provide sell-through information by SKU and approved retail location upon request.

## **6. ONLINE RETAILERS**

6.1. **Online Retailers:** Authorized Resellers may be additionally approved to serve as Online Retailers.

6.2. **Categories of Online Retailers:** Online Retailers fall into one of the following three (3) categories:

- **Brick & Click Retailers:** B&M Retailers which meet the additional online requirements set out in this Section 6, and are specifically approved by Redranger® (in the exercise of its sole discretion) to resell Redranger® Products on their own websites;
- **Click-Only Retailers:** Authorized Resellers who have little or no brick-and-mortar retail operations which meet the additional online requirements set out in this Section 6, and are specifically approved by Redranger® (in the exercise of its sole discretion) to resell Redranger® Products on their own websites; or
- **E-Commerce Retailers:** Authorized Resellers who have little or no brick-and-mortar retail operations which meet the additional online requirements set out in this Section 6 and are specifically approved by Redranger® (in the exercise of its sole discretion), to resell Redranger® Products on their own websites or on approved Third-Party Marketplaces.

6.3. **Restrictions Applicable to Online Retailers:** The following restrictions apply to the different categories of Online Retailers:

**6.3.1. Brick & Click Retailers** may sell Redranger® Products in their brick-and-mortar stores and over the Internet only through their own websites. They may NOT sell, and are **PROHIBITED** from selling Redranger® Products on: (i) any Third-Party Marketplaces; (ii) any social media/classified sites; or (iii) any auction sites.

**6.3.2. Click-Only Retailers** may sell Redranger® Products over the Internet only through their own websites. They may NOT sell, and are **PROHIBITED** from selling Redranger® Products on: (i) any Third-Party Marketplaces; (ii) any social media/classified sites; or (iii) any auction sites.

**6.3.3. E-Commerce Retailers** may sell Redranger® Products over the Internet on their own websites or on certain approved Third-Party Marketplaces as identified from time-to-time by Redranger®. They may NOT sell, and are **PROHIBITED** from selling Redranger® Products on: (i) any unapproved Third-Party Marketplaces; (ii) any unapproved social media/classified sites; or (iii) any unapproved auction sites. Selling on third-party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.) or through direct messages on forums is strictly prohibited.

Without Redranger®'s prior written consent, no Online Retailer of any category may permit its website to be used as a web portal or Third-Party Marketplace for the sale of Redranger® Products by another person or entity.

**6.4. Selection Criteria:** The baseline requirement of all Online Retailers is the Authorized Reseller's operation and maintenance of a fully functional, easy-to-navigate and visually appealing website that ensures a positive purchasing experience for the intended end-users of Redranger®'s Products. Toward that end, Redranger® generally considers the following criteria in deciding whether a retailer can be an Online Retailer:

- the visual appeal, both in general and to the intended end-user of the Authorized Reseller's website.
- the ease of use and functionality of the Authorized Reseller's website.
- the "look & feel" of the Authorized Reseller's website, as it relates to the promotion and enhancement of the image and goodwill associated with Redranger®'s brands.
- the Authorized Reseller's offline and online target market.
- the availability of complementary Redranger® Products and services that enhance the end-user's experience.
- any unique or compelling advantages provided by the promotion and distribution of Redranger® Products by Redranger® through the Authorized Reseller's website.
- the Authorized Reseller's ability to meet a business opportunity not currently met by Redranger®'s existing Authorized Reseller network.

additional website features considered, but not required, by Redranger® in selecting Online Retailers are as follows:

- Visitor Tracking: The Online Retailer's website has the ability to track end-user "foot traffic" by, for example, installing a "cookie" or a "pixel" on its website, to allow the retailer to identify the end-user.
- Bounce Rate: The Online Retailer's "Bounce Rate" -- a statistic that reflects the percentage of how many visitors enter a website and then quickly exit the website without moving beyond the homepage or making an online purchase.
- Adwords/Paid Search Spending: The estimated amount the Online Retailer spends with popular search engine providers (e.g., GOOGLE®, BING®) to promote its website or the brands sold on its website.

**6.5. Retailer Website Requirements:** Each Online Retailer is solely responsible for the design and development of its website.

Each Online Retailer must operate and maintain its own website in compliance with the following requirements:

- the Online Retailer's must notify Redranger® of the URL for the website, and of any changes to the domain name, or addition or changes to the website which relate to Redranger® products
- all of the Online Retailer's URLs and/or any trade names must be provided in writing to Redranger® before they can be used to sell Redranger® Products
- the Online Retailer must provide Redranger® a non-expiring URL hyperlink to each such Redranger® "brand page" enabling visitors to link directly from Redranger®'s website to the corresponding "brand page" of the Online Retailer's website. Each Redranger® brand page on the website must:

- prominently display the Online Retailer's appropriate Online Retailer badge (see Section 6 below);
  - display the applicable Redranger® brands in a banner or header;
  - contain a list of all Redranger® Product categories of the each applicable Redranger® brand carried on the website; and
  - utilize a format approved by Redranger® or a template provided by Redranger®.
- the Online Retailer's ownership of its website must be clear to the end-user from the overall appearance, graphics and trademark usage. The Online Retailer's name must be significantly more prominent than any Redranger® IP.
  - Redranger® IP may not be used in the Online Retailer's domain name or URL unless they appear to the right of the top-level domain name (e.g. ".com") in the Online Retailer's URL.
  - appropriate Redranger® IP may be used as a metatag to identify accurately that Redranger® Products are available for sale from the website.
  - the website must be of sufficient aesthetic quality as determined by Redranger®.
  - the website must prominently display the Online Retailer's customer service contact information.
  - website functionality must minimally include:
    - A secure hyper-link (i.e., https//).
    - Acceptable webpage loading speeds by current web technology standards.
    - A secure payment system for customer protection (e.g., PayPal, VeriSign).
    - PCI (payment card industry) compliance for all approved commerce enabled websites owned and operated by Authorized Reseller must be assured.
    - Prominent display of and compliance with an online privacy policy at least as stringent as the Redranger® privacy policy, and consistent with the EU General Data Protection Regulation .
    - 24/7 functionality 365 days a year with 99% uptime.
  - the website must have the capability to utilize and quickly load high-resolution graphics to minimize online user frustration and maximize end-user satisfaction with the Online Retailer's website and the purchase experience.
  - all Redranger® IP used on the website must meet all Redranger® standards.
  - the website must provide an area commonly known as a "brand page" that displays each Redranger® brand carried by the Online Retailer.
  - the website must contain all warranty information for the Redranger® Products carried.
  - the website must be updated promptly (at least once each quarter) to include the latest Redranger® graphics and text information. The Online Retailer is responsible for obtaining this information from Redranger® and populating the data into its site.
  - Authorized Reseller must ensure industry-standard e-commerce security and fraud protection measures are in place, including two-factor authentication, authorized territory shipping restrictions and customer fraud resolution procedures. Authorized Reseller must use a secure transaction form using accepted secure encryption technology and maintaining a high standard of transaction security as technology advances.

- the owner of the website is actively investing and growing through organic and paid search functionalities that allow for competitive brand recognition.

6.6. **Online Badging of Online Retailers:** Upon selection as an Online Retailer, Redranger® will provide the “Authorized Online Retailer” badge. The badge informs both end-users and other Authorized Resellers of the Authorized Reseller's authorization to sell Redranger® Products online.

Except as permitted in writing by Redranger®, each Online Retailer must prominently display on each of the Redranger® “brand pages” of its website the online badge provided to it by Redranger®. Each badge will identify the Authorized Reseller as an Online Retailer for Redranger® Products and will be watermarked with a certification number for each Online Retailer website.

An online badge ensures the end-user that the Online Retailer is an Authorized and trusted retailer of Redranger® who:

- is sufficiently familiar with Redranger® Products and available to answer questions.
- is committed to providing excellent customer service.
- has direct access to Redranger® Product managers and sales representatives.
- can offer the latest Redranger® promotions.
- sells only genuine Redranger® Products, which have not been tampered with or altered in any way.

6.7. **Additional Requirements:** All Online Retailers also must:

- provide shipping to ensure delivery of Redranger® Products purchased from the website to the end-user within seven (7) days if the Redranger® Products are in stock.
- comply with all laws.
- provide direct access to knowledgeable customer service representative by telephone.
- Consistently meet or exceed Redranger® end-user satisfaction standards as reflected in customer satisfaction survey results.

## 6.8. **Authorized E-Commerce Retailers**

**6.8.1. Designation of E-Commerce Retailers:** An Online Retailer may be designated by Redranger®, in its sole and exclusive discretion, as an E-Commerce Retailer if 75% or more of the Online Retailer's sales volume of Redranger® Products is generated through online sales.

**6.8.2. Redranger®'s Approval of Third-Party Marketplaces:** An E-Commerce Retailer may market and sell those Redranger® Products that they are authorized to sell on their own websites and through Third-Party Marketplaces that have been approved by Redranger®. From time-to-time, Redranger® will notify its E-Commerce Retailers of any changes to the list of Third-Party Marketplaces that Redranger® has approved. Redranger® reserves the right, at its sole and exclusive discretion, to terminate its approval of any Third-Party Marketplace at any time and, upon any such termination, E-Commerce Retailers marketing and selling Redranger® Products through any such no-longer-approved Third-Party Marketplace must cease such marketing and sales promptly. Redranger® further reserves the right to prohibit, from time-to-time, the marketing and sale of certain designated Redranger® Products through all or some of the approved Third-Party Marketplaces.



**6.8.3. Third-Party Marketplace Requirements:** In order to market and sell Redranger® Products through approved Third-Party Marketplaces, the Ecommerce Retailer must comply with the following:

- be an Online Retailer in good standing.
- comply with this Policy.
- register all "seller" names that it uses on approved Third-Party Marketplaces indicating the "seller" name that will be used on each such approved Third-Party Marketplace.
- Redranger® IP may not be used in the E-Commerce Retailer's "seller" name on a Third-Party Marketplace.
- utilize a secure payment system for customer protection (e.g., PayPal, VeriSign).
- comply with all laws.
- maintain an online "store" or "store-front" on the approved Third-Party Marketplace that:
  - displays the "Authorized Online Retailer" badge and "clicks through" to a Redranger® verification page (provided after verification from Redranger®), if permitted by the host of the Third-Party Marketplace.
  - uses Redranger®-provided marketing material and images.
  - provides a professional "look & feel" for Redranger® detail pages, including Authorized Redranger® Product images, features/benefits, warranty and specifications.
  - meets or exceeds Redranger®'s standards as reflected in customer satisfaction survey results on the Third-Party Marketplace.
- maintain "seller" (or product) pages that clearly identify the E-Commerce Retailer and include its:
  - address.
  - phone number.
  - email address.
  - return policy (that supports, and is consistent with, Redranger® warranty policy).
  - contact name.
  - shipping information (i.e., the time it will ship from the E-Commerce Retailer's store/warehouse).
  - clearly displayed shipping policy and charges (e.g. \$7 flat rate shipping, or shipping calculation at checkout).
- have "About Us (Me)" or similar information on the approved Third-Party Marketplace that identifies the authorized status of the E-Commerce Retailer by displaying, if permitted, the appropriate "Authorized Online Retailer" badge and the following statement:

***"[E-Commerce Retailer's name] has been appointed as an E-Commerce Retailer of Redranger® Products by satisfying the quality assurance standards of Redranger® Products, including those relating to end-user security and satisfaction, marketing accuracy and Redranger® Product and warranty support."***

## **7. AUTHORIZED DISTRIBUTORS**

Authorized Resellers who primarily sell to other Authorized Resellers (e.g., wholesalers) are considered Authorized Distributors of Redranger® Products.

The following requirements apply to all Authorized Distributors of Redranger® Products:

- each Authorized Distributor must have a physical presence in and must operate at least one distribution warehouse (or “hub”) in the USA.
- each Authorized Distributor must be capable of warehousing and stocking sufficient quantities of Redranger® Products to routinely meet the demands of Authorized Resellers.
- each Authorized Distributor must monitor their stocking levels and Redranger® Product availability weekly and maintain sufficient stocks of each Redranger® Product SKU supplied by Redranger® as is reflective of their role in Redranger®’s vertical distribution network.
- each Authorized Distributor is expected to take all reasonably necessary steps to ensure that they sell Redranger® Products only to other Authorized Resellers including, but not limited to:
  - checking the websites of each of its retail customers for the applicable Redranger® authorization badge for the Redranger® Products sold to those retailers.
  - in the event of any doubt as to a customer’s authorization, affirmatively inquiring regarding such status with Redranger®.
- each Authorized Distributor is permitted to sell to other Authorized Resellers online (either on its own website or through a third-party web portal) provided, however, that the online ordering/sales system must be password protected so it is accessible only to other Authorized Resellers, and *not* viewable or accessible to end-users.