

This eCommerce Reseller Policy ("**Policy**") is issued by Flushmate LLC (collectively with its affiliates, "**Flushmate**", "we" or "our") and applies to all resellers of Flushmate Products. "Products" means product(s) manufactured by or for Flushmate, or which are otherwise sold or marketed by Flushmate, which have been provided to you, or will be provided to you, by Flushmate or its affiliates. By purchasing Products from Flushmate, you are expected to abide by the following terms.

You are an authorized reseller of Flushmate Products if you are a distributor that has a direct account with Flushmate that is in good standing ("**Authorized Reseller**"). You will remain an Authorized Reseller unless Flushmate revokes your Authorized Reseller status, in Flushmate's sole and absolute discretion. Flushmate may review your activities for compliance with this Policy, and Authorized Resellers are expected to cooperate with any such review. Flushmate will notify you in writing of any material updates or modifications made to this Policy. If you are not an Authorized Reseller, you are not authorized to sell Flushmate's Products online without Flushmate's written approval to do so.

The following are Flushmate's expectations of you as an Authorized Reseller:

1. Authorized Sales and Territories

Authorized Resellers may sell Products:

- (a) On their own website(s);
- (b) To retailers, contractors or other commercial customers, provided that those retailers, contractors and commercial customers only resell to their customers offline.

An Authorized Reseller may NOT:

- (a) Offer, promote or sell Products on any third-party online marketplace including but not limited to Amazon, Wal-Mart, or eBay or any other "online marketplace" (e.g. Buy.com, Newegg.com, Craigslist.com);
- (b) Offer, promote or sell any Products on any website or third-party marketplace using a fictitious, hidden, masked or other name that has not been previously disclosed in writing to Flushmate;
- (c) Offer, promote or sell any Products to a contractor, retailer or any other party if that party intends to resell the Products online.
- (d) Offer, promote or sell Products in violation of the Exhibit A Requirements for eCommerce Sales.

Selling or transferring Products to any person or entity you know or have reason to know intends to resell the Products online, whether on their own website, on a third-party marketplace, or via any other ecommerce channel, is not permitted and will subject you to the penalties outlined in this Policy.

Sell-Through Data. Upon request from Flushmate, you must provide reasonably requested sell-through data for sales of the Products.

2. eCommerce Sales

Permitted Websites (See Exhibit A). You are approved to sell Products through Permitted Websites in accordance with the terms of this Policy. A “Permitted Website” is a website or mobile application that is operated in compliance with this Policy, including the Requirements for eCommerce Sales, attached hereto as Exhibit A, as may be amended by Flushmate at any time in its sole discretion. Flushmate reserves the right to terminate, in its sole discretion, its approval for you to sell or market Flushmate Products, and you must cease all such use immediately upon your receipt of Flushmate’s notice of termination.

No sale of Products obtained from unapproved sources. Any person or entity selling Flushmate Products through ecommerce channels that did not procure the product from Flushmate directly is not authorized to sell Flushmate Products online or use Flushmate trademarks, copyrights, images or product information without Flushmate’s explicit written approval. Flushmate reserves the right to take enforcement action against the seller and supplier of the Product in accordance with this policy.

Product Storage. You must comply with any instructions provided by Flushmate regarding the handling, storage, transport, disposal, or other logistical aspects of the Products, including any instructions provided on Product labels and/or data safety sheets.

Product Packaging. You must sell Products in their original packaging. Alterations to Products or their packaging are not allowed, unless approved in writing by Flushmate. Do not remove or modify any label or remove or revise any literature accompanying the Products. You may not represent, advertise, or resell any Product as “new” that has been returned opened or repackaged in any way.

Product Knowledge. You must be familiar with the Flushmate Products you sell and maintain sufficient Product knowledge to be able to educate customers on the proper and safe use of them, as well as any applicable warranties.

3. Sales Practices

Flushmate expects that you sell and advertise Flushmate’s products, and otherwise operate your business, in a legal and ethical manner. You must not engage in any false, misleading, deceptive or similarly illegal or unethical advertising or other behavior. You may not make any warranties or representations concerning the Products except as approved in writing by Flushmate.

4. Limited Use of Flushmate Product Brand Names and Logos

Flushmate, its affiliates, or its licensors own all proprietary rights in and to the Flushmate and affiliated brands, names, logos, trademarks, service marks, trade dress, copyrights, images, and other intellectual property related to the Products (the “**Flushmate IP**”). You must cease any use of the Flushmate IP upon suspension or termination of your status as an Authorized Reseller. Your use of the Flushmate IP must be in accordance with any brand guidelines Flushmate may provide from time to time, and must be commercially reasonable as to the size, placement, and other manners of use. Flushmate reserves the right to review and approve, in its sole discretion, your use or intended use of the Flushmate IP at any time, without limitation. Unless expressly approved in writing by Flushmate, you may not create, register, or use any domain name or any mobile application that contains any Flushmate product name or any trademark owned by or licensed to Flushmate, nor a misspelling or confusingly similar variation of any Flushmate product name or any trademark owned by or licensed to Flushmate.

5. Support of Manufacturer’s Warranty

You may only extend to any end user of the Products Flushmate’s original manufacturer’s warranty, in accordance with its terms. You may not modify or alter Flushmate’s original manufacturer’s warranty, represent, or characterize Flushmate’s original manufacturer’s warranty in any misleading manner.

6. Loss of Authorized Reseller Status

If you violate this Policy, Flushmate reserves the right to subject you to enforcement actions at Flushmate’s discretion including but not limited to:

- (a) Temporary Suspension of your Authorized Reseller status;
- (b) Loss, termination or non-renewal of rebate incentives, or other marketing funds from Flushmate, if any;

(c) Suspension or termination of Product shipments; and

(d) Termination of your Authorized Reseller status.

If your Authorized Reseller status is suspended or revoked, you must immediately stop: (i) selling the Products; (ii) acting in any manner that gives the impression that you are an Authorized Reseller of the Products or have any affiliation whatsoever with Flushmate; and (iii) using all Flushmate IP.

EXHIBIT A

REQUIREMENTS FOR eCOMMERCE SALES

All of your sales of Flushmate Products on Permitted Websites must adhere to the following requirements:

1. You must operate through the Permitted Websites in the legal name or registered trade name of the organization that you have on file with Flushmate. The Permitted Websites must not give the appearance that they are operated by Flushmate, unless Flushmate expressly approves all such elements in writing.
2. Your full legal name or registered trade name, mailing address, email address, and telephone contact must be provided to Flushmate and must be easily found on the Permitted Websites and must be included with any shipment of Products from the Permitted Websites or in an order confirmation email sent at the time of purchase. You may not sell anonymously or under a name not provided to Flushmate.
3. At Flushmate's request, you must reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages on the Permitted Websites that are under your control or on which you otherwise display the Products for sale.
4. The Permitted Websites must provide and disclose methods for customers to submit inquiries and feedback ("**Customer Inquiries**") to you. You must use reasonable efforts to address all Customer Inquiries received in a timely manner. You agree to provide copies of any information related to Customer Inquiries (including your responses) to Flushmate for review upon request. You agree to cooperate with Flushmate in the investigation of negative reviews associated with your sale of the Products and to use reasonable efforts to resolve any complaints. You must maintain all records related to Customer Inquiries for a period of three (3) years following the creation or submission of such a record, to the extent legally permitted.
5. Permitted Websites under your control must comply with all applicable privacy, accessibility, privacy, data security and other laws, regulations, and industry standards, accessibility standards, and all applicable Payment Card Industry (**PCI**) data security standards. You are responsible for all fulfillment to your customers who order Products through Permitted Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
6. All uses of Flushmate IP must be in compliance with Flushmate's Brand Guidelines, located at, as may be amended from time to time by Flushmate in its sole discretion. Unless otherwise approved by Flushmate in writing, you may only use Product images and product content supplied by or approved by Flushmate to market the Products on Permitted Websites. You must keep all Product images, descriptions and content up to date. You may reach out to your Flushmate representative to obtain the most up to date approved Product images. By using Flushmate IP, you agree to Flushmate's copyright agreement, as provided or updated by Flushmate from time to time.

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