



## RESELLER POLICY

RIGID industries takes seriously its responsibility to protect its trademarks and brand from practices that may harm, diminish or dilute its brand or cause consumer confusion. To that end, Brand hereby adopts this Reseller Policy (“**Policy**”) and requires that each person, firm or entity (as applicable, a “**Reseller**”) that purchases Brand’s products (the “**Products**”) for resale or other distribution agree to comply with this Policy. Effective immediately, Brand is implementing this Reseller Policy.

Accordingly, this Policy is incorporated into, and hereby supplements, any contract entered into between Brand and Reseller with respect to Reseller’s purchase or sale of the Products. Any Reseller failing to comply with this Resale Policy will face adverse consequences ranging from suspension up to and including, revocation of its Authorized Reseller status, immediate termination of its account, and/or further legal action.

1. **No Resale on Amazon.** Unless otherwise agreed with RIGID industries in writing, Reseller may not advertise or sell the Products on the Amazon marketplace or resell Products to distributors or for further distribution in any manner on the Amazon marketplace.
2. **Compliance with MAP.** RIGID industries maintains a “minimum advertised price” or “MAP” or other policy that restricts the minimum price at which the Products may be advertised, Reseller may not advertise the Products at a price less than such minimum advertised price.
3. **Handling and Storage.** Reseller agrees to handle and store the Products in a safe manner and in compliance with RIGID industries storage and handling guidelines.
4. **Product Packaging.** Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller may not alter or remove any trademarks, proprietary notices or warning labels included in, on, or in connection with, the RIGID industries products.
5. **Report Unauthorized Resellers.** If Reseller has information, or reasonably suspects, that any person is purchasing and reselling or distributing Products in a manner not authorized by RIGID industries, Reseller must promptly notify RIGID industries.
6. **Support of Manufacturer’s Warranty.** Reseller may extend to any proper purchaser of the Products the original manufacturer’s warranty in accordance with its terms. Reseller may not modify or alter the original manufacturer’s warranty, represent or characterize the original manufacturer’s warranty in any misleading manner, or extend its own warranty with respect to the Products. Reseller must adhere to RIGID industries warranty and customer support obligations and initiatives.

By purchasing RIGID industries Products, you acknowledge and affirm your understanding, acceptance and agreement to all of the requirements herein. RIGID industries reserves the right to take any action it deems appropriate to enforce these requirements.