



**WAHL CLIPPER CORPORATION PROFESSIONAL ANIMAL DIVISION
AUTHORIZED RESELLER POLICY
Effective Date: November 15, 2020**

This Wahl Clipper Corporation Professional Animal Division Authorized Reseller Policy (“Reseller Policy”) is issued by Wahl Clipper Corporation Professional Animal Division (“Wahl”) and applies to Authorized Resellers of Wahl Professional Animal Division products, including but not limited to Wahl and Lister-branded products (“Product(s)”) in the United States of America and its territories. By purchasing Products from a Wahl Authorized Distributor for resale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Wahl in Wahl’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. Wahl may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller’s facility and records related to the sale of the Products, including but not limited to, sales data.

1. **Authorized Customers.** Reseller is authorized to sell Products purchased from a Wahl Authorized Distributor in the United States only to End Users. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products for whom the Products were designed and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America or its territories.

2. **Online Sales.** Reseller is authorized to advertise and sell Products through a Permissible Public Website in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:
 - (i) is operated by Reseller in Reseller’s legal name or registered fictitious name;
 - (ii) conspicuously states Reseller’s legal name or registered fictitious name, mailing address, telephone number, and email address;
 - (iii) does not give the appearance that it is operated by Wahl or any third party;
 - (iv) **has been disclosed to Wahl via the website registration form found at https://share.hsforms.com/1FotGwuJlQ_ijEHVUtJA4pw2nc4m (the “Authorized Reseller Website Registration Form”);** and
 - (v) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Wahl may amend from time to time.

A Permissible Public Website does not include a third-party storefront on an online marketplace. Reseller shall not advertise or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Groupon, Walmart Marketplace, or Sears Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Wahl. Wahl reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on a Permissible Public Website, and Reseller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Reseller Policy supersede any prior agreement between Wahl and Reseller regarding the sale of the Products online.

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Wahl. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Wahl.

4. **Product Care, Customer Service, and Other Quality Controls.**

- (a) Reseller shall comply with all instructions provided by Wahl regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Reseller shall store Products in a cool, dry place, away from direct sunlight. Reseller shall store lithium-ion battery-powered

Products at 20-25°C (68-77°F) and away from excessive heat or humidity. If Reseller has reason to believe any lithium-ion battery-powered Products have been subject to prolonged excessive heat or excessive temperature, Reseller shall promptly contact its Wahl Authorized Distributor in writing for further instructions.

(b) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations are not permitted without the prior written consent of Wahl. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.

(c) Reseller shall not resell any Product as “new” that has been returned open or repackaged.

(d) Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, missing parts, or other nonconformance (a “Defect”). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect in writing to its Authorized Distributor for further instructions.

(e) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(f) Reseller shall cooperate with Wahl with respect to any Product tracking systems that may be implemented from time to time.

(g) Reseller shall cooperate with Wahl with respect to any Product recall or other consumer safety information dissemination efforts.

(h) Reseller shall report to Wahl any customer complaint or adverse claim regarding the Products of which it becomes aware. Reseller shall assist Wahl in investigating any such complaints or adverse claims.

(i) Reseller shall cooperate with Wahl in the investigation and resolution of any quality or customer service issues related to Reseller’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

(j) Reseller shall sell lithium-ion battery-powered Products on a “first-in-first-out” (FIFO) basis.

5. **Intellectual Property.** Reseller acknowledges and agrees that Wahl or its licensors own all proprietary rights in and to the Wahl and Lister brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Wahl IP”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Wahl IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the Wahl IP shall inure solely to the benefit of Wahl or its licensors. Reseller’s use of the Wahl IP shall be in accordance with any guidelines that may be provided by Wahl from time to time (“Brand Guidelines”), including those available at <https://hubs.li/H0wxQqW0> and <https://hubs.li/H0xwbWW0>, which Wahl may amend at any time in its sole discretion, and must be commercially reasonable as to the size, placement, and other manners of use. Reseller shall only be permitted to use Product content and imagery approved by Wahl or its licensors. Wahl reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Wahl IP at any time, without limitation, and Reseller agrees to update its use of the Wahl IP and other related Product content and imagery promptly upon Wahl’s request. Reseller shall not create, register, or use any domain name or any mobile application that contains any Wahl or Lister product name or trademark, nor a misspelling or confusingly similar variation of any Wahl or Lister product name or trademark.

6. **Termination.** If Reseller violates this Reseller Policy, Wahl reserves the right to terminate Reseller’s status as an Authorized Reseller with written or electronic notice. Upon termination of Reseller’s status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of the Products or has any affiliation whatsoever with Wahl; and (iii) using all Wahl IP.

7. **Modification.** Wahl reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Wahl IP, or use of any other information or materials provided by Wahl to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of Wahl and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Wahl.

9. **Reseller Information.** Reseller agrees to promptly notify Wahl of any change to the information submitted on its Authorized Reseller Website Registration Form by reregistering with Wahl at https://share.hsforms.com/1FotGwuJQ_ijEHVUtJA4pw2nc4m.

EXHIBIT A

WAHL CLIPPER CORPORATION PROFESSIONAL ANIMAL DIVISION ONLINE SALES GUIDELINES

Reseller's approval to sell Wahl Products on a Permissible Public Website is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Website must not give the appearance that it is operated by Wahl or any third party.
2. Anonymous sales are prohibited. Reseller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Website and must be included with any shipment of Products from the Permissible Public Website or in an order confirmation email sent at the time of purchase.
3. At Wahl's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Website.
4. The Permissible Public Website shall have a mechanism for receiving customer feedback and Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Wahl for review upon request. Reseller agrees to cooperate with Wahl in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews. Reseller shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Reseller to disclose identifying information about its customers to Wahl.
5. The Permissible Public Website shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Reseller shall be responsible for all fulfillment to its customers who order Products through Permissible Public Website, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. With the exception of a drop-shipping arrangement with Wahl, Reseller shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products unless separately authorized by Wahl in writing. Under no circumstances shall Reseller fulfill orders in any way that results in the shipped Product coming from product stock other than stock of Reseller purchased directly from Wahl.
8. In marketing the Products on the Permissible Public Website, Reseller shall only use images of Products either supplied by or authorized by Wahl and shall keep all Product images and descriptions up to date. Reseller shall not advertise Products not carried in inventory unless separately authorized by Wahl in writing.