



## PROGRESS MFG. INC. AUTHORIZED RESELLER POLICY

This policy is effective Monday, October 15, 2018

This Progress Mfg. Inc. Authorized Reseller Policy (the “Reseller Policy”) is issued by Progress Mfg. Inc, maker of Fastway®- and Equal-i-zer®-branded products, and applies to Authorized Resellers of Progress Mfg. Inc. products (the “Products”) in the United States of America. By purchasing Products from an Authorized Progress Mfg. Inc. Distributor for retail sale, you (“Reseller,” “you,” or “your”) agree to adhere to the following terms and conditions. Please read this Reseller Policy carefully. Until such status is otherwise revoked by Progress Mfg. Inc., Reseller shall be considered an “Authorized Reseller” hereunder. This Reseller Policy is effective as of **Monday, October 15, 2018**.

1. **Manner of Sale.** Reseller shall sell the Products only as set forth herein. Otherwise, the Products may not be eligible for certain services and benefits, including, wherever permitted by law, coverage under Progress Mfg. Inc.’s Product warranties.

(a) ***Authorized Customers.*** Reseller shall sell Products solely to end users of the Products. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. Reseller shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of Progress Mfg. Inc.. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, or any other person Reseller knows or has reason to know intends to re-sell the Products.

(b) ***Geographic Location of Sales.*** Reseller shall not sell, ship, or invoice Products to customers outside of the United States of America or to anyone Reseller knows or has reason to know intends to ship the Products outside of the United States of America without the prior written consent of Progress Mfg. Inc..

(c) ***Online Sales.*** Reseller is permitted to market for sale or sell the Products on the Internet through Permissible Websites. A “Permissible Website” is a website that (i) is operated by Reseller in Reseller’s legal name, (ii) conspicuously states Reseller’s full legal name, mailing address, telephone number, and email address, (iii) does not give the appearance that it is operated by Progress Mfg. Inc., and (iv) does not include in its domain name (including any top-level domain or subdomain) any Progress Mfg. Inc. trademark or product name nor a misspelling of any Progress Mfg. Inc. trademark or product name. Reseller shall be responsible for all fulfillment to its customers, and shall not ship any Products to customers outside the United States of America. Reseller shall only use pictures and images of Products either supplied by Progress Mfg. Inc. or approved in writing by Progress Mfg. Inc., and shall present the Products and any description of the Products in a manner required by any guidelines provided by Progress Mfg. Inc. to Reseller from time to time. Reseller’s use of Progress Mfg. Inc. IP (as hereinafter defined) shall be in conformance with any guidelines that may be provided by Progress Mfg. Inc. and must be commercially reasonable as to the size, placement, and other manners of use. The following copyright attribution must appear on any page of Reseller’s Permissible Website where Progress Mfg. Inc. graphic material appears and Reseller must update it yearly or as directed by Progress Mfg. Inc. from time to time: *Progress Mfg. Inc.’s logo, text, graphics, and photo images are the property of Progress Mfg. Inc. and are used with permission. Copyright © 2018. Progress Mfg. Inc. reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on the Permissible Websites, and Reseller must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination. Reseller shall not market or offer for sale the Products on or through any publicly accessible website other than a Permissible Website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of Progress Mfg. Inc..* Such consent is granted solely through execution by Progress Mfg. Inc. of the Third-Party Marketplace Authorized Online Seller Agreement. No Progress Mfg. Inc. employee or agent can authorize online sales through oral statements, other written agreement, or by any other means.

(d) ***Sales Practices and Inventory.*** Reseller shall conduct its business in a reasonable and ethical manner at all times, whether engaged in the sale of Progress Mfg. Inc. Products or other products, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time, nor make any warranties or representations concerning Products except as expressed or authorized by Progress Mfg. Inc.. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Further, Reseller shall carry an inventory of the Products adequate to meet the needs of, and to furnish prompt and efficient delivery of Products to, its customers.

(e) ***Product Packaging and Display.*** 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. Tampering with, defacing, or otherwise altering any serial number, UPC code, or other identifying information on Products or their packaging is prohibited. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Progress Mfg. Inc. products together with the Products in a manner that would create the impression that the non-Progress Mfg. Inc. products are made by, endorsed by, or associated with Progress Mfg. Inc.

(f) ***Customer Service.*** Reseller and Reseller's sales personnel shall familiarize themselves with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Reseller must make itself 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. Reseller and Reseller's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Progress Mfg. Inc.. Reseller agrees to cooperate fully with Progress Mfg. Inc. in any investigation or evaluation of such matters.

2. **Product Care and Quality Controls.** Reseller shall care for the Products as set forth herein.

(a) ***Product Inspection.*** Promptly upon receipt of the Products, Reseller shall inspect the Products for damage, defect, or other nonconformance (collectively, "Defects"). If any Defects are identified, Reseller must not offer the Product for sale, and must promptly report the Defects to Progress Mfg. Inc. by phone at (801) 377-9599 or by contacting your sales representative.

(b) ***Recall and Consumer Safety.*** To ensure the safety and well-being of the end users of the Products, Reseller shall cooperate with Progress Mfg. Inc. with respect to any Product recall or other consumer safety information dissemination effort.

3. **Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY SECTION OF THE DOCUMENTS ACCOMPANYING THE PRODUCTS OR IN PRODUCT LITERATURE FURNISHED BY PROGRESS MFG. INC. CONTAINING PRODUCT WARRANTIES, AS IN EFFECT FROM TIME TO TIME (THE "STATEMENT OF WARRANTY"), ALL PROGRESS MFG. INC. PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND PROGRESS MFG. INC. MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE OR KIND REGARDING THE PRODUCTS. PROGRESS MFG. INC. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. PROGRESS MFG. INC.'S SOLE OBLIGATION AND LIABILITY IN RESPECT OF ITS WARRANTY AS SET FORTH IN THE STATEMENT OF WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST. PROGRESS MFG. INC. SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

4. **Intellectual Property.** Reseller acknowledges and agrees that Progress Mfg. Inc. owns all proprietary rights in and to the Progress Mfg. Inc. brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Progress Mfg. Inc. IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Progress Mfg. Inc. 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. Progress Mfg. Inc. reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Progress Mfg. Inc. IP at any time, without limitation. All goodwill arising from Reseller's use of the Progress Mfg. Inc. IP shall inure solely to the benefit of Progress Mfg. Inc..

5. **Termination.** In addition to all other available remedies, if Reseller violates this Reseller Policy, Progress Mfg. Inc. reserves the right, in its sole and absolute discretion, to terminate Reseller's status as an Authorized Reseller through written or electronic notice to Reseller of such termination. 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 Progress Mfg. Inc. Products or has any affiliation whatsoever with Progress Mfg. Inc.; and (iii) using all Progress Mfg. Inc. IP.

6. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach of Sections 1 (Manner of Sale), 2 (Product Care and Quality Controls), 4 (Intellectual Property), or 5 (Termination) of this Reseller Policy, it is agreed and understood that Progress Mfg. Inc. will have no adequate remedy in money or other damages at law. Accordingly, Progress Mfg. Inc. shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Reseller Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Reseller Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Progress Mfg. Inc. to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Progress Mfg. Inc.'s right to fully enforce any or all provisions and parts thereof.

7. **Audit.** Progress Mfg. Inc. reserves the right to audit and/or monitor Reseller's activities for compliance with this Reseller Policy, including, but not limited to, inspection of Reseller's facilities and records concerning the Products.

8. **Miscellaneous.** Progress Mfg. Inc. 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 Progress Mfg. Inc. IP, or use of any other information or materials provided by Progress Mfg. Inc. to Reseller will be deemed Reseller's acceptance of the amendments. If any provision of this Reseller Policy is held contrary to law, the remaining provisions shall remain valid. This Reseller Policy and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Reseller Policy, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Utah County, Utah.

9. **MAP Policy.** Progress Mfg. Inc. has a unilateral United States Minimum Advertised Price Policy ("MAP Policy") that applies to all authorized resellers of certain Progress Mfg. Inc. Products located in the United States of America. This Section is intended to inform you of the MAP Policy. It does not constitute consideration for any agreement between you and Progress Mfg. Inc., and does not separately constitute an agreement between you and Progress Mfg. Inc. regarding the price you will charge your customers for the Products. Progress Mfg. Inc. does not seek, nor will it accept, from Reseller any assurance of compliance with the MAP Policy.