

## ***Authorized Reseller Policy Highlights***

*This overview is intended to highlight key parts of the Authorized Reseller Policy. It does not supplant the Authorized Reseller Policy as it applies to all Authorized Progress Mfg. Inc. Resellers. The Authorized Reseller policy is effective Monday, October 15, 2018.*

The Authorized Reseller Policy is part of the Progress Mfg. Inc. Brand Protection Program. By purchasing products from an Authorized Progress Mfg. Inc. Distributor for retail sale, you become an Authorized Reseller and agree to the terms and conditions of the Authorized Reseller policy. These terms include, among other things:

- Selling products only to end users
- Selling products online only on a “permissible website”
- Refraining from marketing or selling products on or through publicly accessible marketplace websites (i.e. Amazon and eBay) without obtaining prior written approval from Progress Mfg.
- Agreeing to adhere to certain Progress Mfg. Inc. guidelines for sales practices and inventory, product packaging and display, and customer service, as well as requirements for product care and quality control.

### **Key Parts of the Authorized Reseller Policy**

#### **Manner of Sale**

- Authorized Customers
  - Authorized to only sell products to end users
  - Only authorized to sell in quantities that an end user would normally buy for personal use.
  - Cannot sell or transfer any of the products to any person or entity for re-sale without prior written consent of Progress Mfg. Inc.
- Only authorized to sell and ship products in the U.S.
- Authorized to sell on the internet through permissible websites. A permissible website must include the following:
  - Operated by Reseller in their legal name
  - Full legal name and contact information is clear and visible
  - Does not give appearance it is operated by Progress Mfg. Inc.
  - Does not include in its domain name any Progress Mfg. Inc. trademark or product name nor a misspelling of any Progress Mfg. Inc. trademark or product name
  - Can only use pictures and images supplied or authorized by Progress Mfg. Inc. in conformance with guidelines provided by Progress Mfg. Inc.
  - **Not authorized to market or offer for sale Progress Mfg. Inc. products on or through publicly accessible marketplace websites (i.e. Amazon and eBay) without the prior written consent of Progress Mfg. Inc.**

#### **Guidelines for Sales Practices and Inventory, Product Packaging and Display, and Customer Service**

- 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.

- Reseller 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.
- 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.
- 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.
- 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.

## **Product Care and Quality Controls**

- 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.
- 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.

## **Intellectual Property** – Reseller agrees to the following:

- Progress Mfg. Inc. owns all proprietary rights in and to their brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to Progress Mfg. Inc. products.
- Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use Progress Mfg. Inc. intellectual property solely for purposes of marketing and selling products as outlined in this policy.

**Termination** – If a Reseller violates this policy, Progress Mfg. Inc. reserves the right to terminate their Authorized Reseller status, requiring Reseller to cease the following activities:

- Selling Progress Mfg. Inc. products
- Acting in any manner that gives the impression that they are an Authorized Reseller of Progress Mfg. Inc. products
- Using Progress Mfg. Inc. intellectual property

**Modifications to this Policy** - Progress Mfg. Inc. reserves the right to **update, amend, or modify** this policy