

# INSINKERATOR U.S. AUTHORIZED INDEPENDENT RESELLER POLICY

Effective April 30, 2020

InSinkErator manufactures and sells world-class garbage disposals and hot water dispensers, which it distributes through various channels. InSinkErator has built a reputation for delivering innovative, high-quality products and support to its customers, and InSinkErator has determined that distributing products in a manner consistent with its premium brand image is an important part of how InSinkErator competes against other garbage disposal and hot water dispenser manufacturers. InSinkErator has therefore adopted the following United States independent reseller policy (the "Policy") to maintain InSinkErator's high quality image and brand goodwill. InSinkErator has adopted this Policy unilaterally and will enforce it strictly.

## INSINKERATOR SALES POLICY

InSinkErator will only sell garbage disposal and hot water dispenser products to independent resellers that it has authorized to sell or distribute its products ("Authorized Resellers"). Authorized Resellers are the only independent resellers permitted to resell InSinkErator's products. InSinkErator will determine which resellers qualify to become Authorized Resellers in its sole discretion. InSinkErator may de-authorize a previously Authorized Reseller at any time, at its sole discretion, without advance notice and without assuming any liability to itself.

InSinkErator expects Authorized Resellers to advertise, offer, and sell InSinkErator products in a manner that InSinkErator believes is consistent with InSinkErator's brand. InSinkErator believes that certain unauthorized sales or advertising tactics are likely to damage the investment that InSinkErator has made in offering high-quality products and service, are inconsistent with InSinkErator's distribution and marketing policies, and will undermine the image of InSinkErator's products in the marketplace. This includes, but is not limited to, the following types of unauthorized sales activities:

- Advertising InSinkErator's products in a manner that InSinkErator deems inconsistent with its brand, including by advertising or promoting InSinkErator products at a price less than the "Internet Minimum Advertised Price" as set forth in InSinkErator's Internet Minimum Advertised Price Policy.
- Selling InSinkErator's products to purchasers for secondary resale or for liquidation (i.e., sales other than to end-user customers). (Buying-groups or co-ops are permitted to resell InSinkErator's products to their members so long as the members are purchasing for sale to end-user customers; however, as is true for all Authorized Resellers, neither buying-groups nor co-ops may sell InSinkErator products for liquidation).
- Failing to return defective products or products returned by end-user customers to InSinkErator, unless an Authorized Reseller has written confirmation from InSinkErator that another disposition is acceptable.
- Failing to advertise that any open-box products are "second-hand" or "used."
- Selling products to third parties that appear on InSinkErator's "Do Not Distribute List," which will be furnished to Authorized Resellers from time-to-time.
- Using InSinkErator's Trademarks, marketing collateral, or copyrights without InSinkErator's express authorization or license.
- Selling InSinkErator's products for export outside of the United States (directly or indirectly).

This list is not exhaustive, and InSinkErator reserves its right to exercise its own independent discretion as to the accounts with whom it will deal. If an Authorized Reseller engages in an unauthorized sales activity, InSinkErator reserves the right to:

- Cancel any existing orders from that Authorized Reseller or refuse new orders.
- Withhold any promotional allowances.
- De-authorize Authorized Resellers, thereby eliminating the benefits accruing to Authorized Reseller.
- Place the entity on InSinkErator’s “Do Not Distribute List.”
- Only fulfill warranty claims of sales by Authorized Resellers.

InSinkErator may modify this Policy at any time. This Policy applies to first-quality goods only. The Policy does not apply to distressed merchandise and closeouts as labeled by InSinkErator.

#### BENEFITS

Authorized Resellers may advertise themselves as InSinkErator Authorized Resellers in their advertising and will have access to exclusive content and images for use on their digital storefronts. In addition, Authorized Resellers will be listed as such as on [InSinkErator’s internet site](#). Authorized Resellers also have access to exclusive product training for their online customer service representatives and periodic product and promotional opportunities. Since Authorized Resellers are the only independent resellers authorized by InSinkErator to sell its products, customers of Authorized Resellers can be assured that InSinkErator will promptly address any of their warranty claims or questions.

#### THE POLICY IS NOT A CONTRACT

InSinkErator will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any reseller. InSinkErator does not solicit and it will not accept any assurance of compliance with this Policy. Nothing in this Policy shall constitute an agreement between InSinkErator and any reseller that the reseller will comply with this policy.

#### COMPLAINTS AND COMMENTS

InSinkErator’s sales personnel have no authority to modify or grant exceptions to this Policy. InSinkErator’s sales personnel are strictly prohibited from seeking or accepting any assurance of compliance with this Policy. All questions regarding the policy should be directed in writing to:

[IMAPP.Insinkerator@Emerson.com](mailto:IMAPP.Insinkerator@Emerson.com)

We further ask that you do not advise us about resellers who you believe are not in compliance with this Policy as InSinkErator does not seek complaints or comments from its accounts about the practices of any other reseller, and InSinkErator will not discuss the business dealings of any reseller with any other reseller.