

EFFECTIVE DATE: 4/15/22

**TOCCA LLC
UNITED STATES RESELLER POLICY**

By purchasing TOCCA products for resale, you agree to adhere to this Reseller Policy, in addition to the TOCCA Price Advertising Policy.

In order to ensure TOCCA LLC's ("TOCCA") end-users are being provided a quality sales experience and customer support, TOCCA has established this Reseller Policy (the "Reseller Policy"). TOCCA believes that its end-user customers are best served by having resellers who market TOCCA's product assortment as premium brand products and who provide an outstanding level of service and support to their end-user customers.

TOCCA has also determined that, in order to maintain and protect the viability of the TOCCA reseller network for its products, in order to protect the value associated with TOCCA's brands in connection with its products, and in order to ensure high-quality support by resellers to end-users of those products, resellers must comply with the following terms and conditions:

1. **Internet Sales Prohibited.** Resellers shall be prohibited from selling TOCCA products on the Internet unless they apply for and obtain prior written consent from TOCCA authorizing them to sell on the Internet and regulating the manner in which they sell online;
2. **Trans-shipping.** Resellers shall not transship products. Specifically, resellers shall not sell or transfer any TOCCA products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of TOCCA products to anyone at the request of TOCCA;
3. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale TOCCA products within the United States of America. TOCCA hereby expressly prohibits resellers from soliciting or consummating sales outside of the United States of America;
4. **Intellectual Property.** The use of the intellectual property of TOCCA, including, but not limited to trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from TOCCA is prohibited;
5. **Sales Practices.** Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by TOCCA. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of TOCCA products;
6. **Quality Controls.** Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage and shipping requirements, as announced from time to time by TOCCA;
7. **Service.** Resellers shall provide the highest level of customer service. Resellers and their sales personnel shall be familiar with all TOCCA products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee or return policy;
8. **Product Packaging.** Resellers shall sell TOCCA products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of separate products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate or modify the contents of any label or literature on or accompanying the products; and
9. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions (including, without limitation, the TOCCA Price Advertising Policy) set forth by TOCCA from time to time, which may be changed by TOCCA in its sole discretion.

TOCCA reserves the right to update, amend or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the amendments.

If TOCCA determines that a reseller is in violation of this Reseller Policy, TOCCA may take any and all appropriate legal action, including, but not limited to, refusing to accept orders from the reseller.

Any questions regarding this Reseller Policy must be emailed to information@TOCCA.com