



PHILIP B[®]

AUTHORIZED RESALE & QUALITY POLICY

Philip B[®] (the “Brand Owner”) hereby adopts this Resale & Quality Policy (this “Policy”) and requires that each person, firm or entity (as applicable, a “Reseller”) that purchases Brand Owner’s products (the “Products”) for resale or other distribution agree to comply with this Policy. Accordingly, this Policy is incorporated into, and hereby supplements, any contract entered into between Brand Owner and Reseller with respect to Reseller’s purchase or sale of the Products.

1. **Sales to End Users Only.** Unless otherwise agreed with Brand Owner in writing, Reseller may only purchase Products for resale to consumers and end user customers and Reseller may not resell Products to distributors or for further distribution in any manner.
2. **Sales Restricted to Territory.** If Reseller purchases Products pursuant to a contract that obligates Reseller to resell the Products in a geographic territory, Reseller must comply with that obligation.
3. **No Sales to Online Marketplace.** In addition to any geographic or other restrictions on Reseller’s ability to resell the Products, Reseller may not advertise or sell the Products on the Amazon marketplace or any other online marketplace not expressly authorized by Philip B[®].
4. **Compliance with MAP.** If Brand Owner maintains a “minimum advertised price” or “MAP” or other policy that restricts the minimum price at which the Products may be advertised, Reseller may not advertise the Products at a price less than such minimum advertised price.
5. **Product Inspection.** Brand Owner will promptly inspect all Products upon receipt and promptly return in accordance with the terms of sale any Products that appear broken or defective upon inspection.
6. **Handling and Storage.** Reseller agrees to handle and store the Products in a safe manner and in compliance with Brand Owner’s storage and handling guidelines. Reseller will ensure that any Products it purchased are stored in secure, climate-controlled warehouses.
7. **Labeling.** Reseller agrees to preserve any labels, tags, serial numbers, lot numbers or other labels affixed by Brand Owner to the Product (or within Product packaging) in the form affixed by Brand Owner and to ensure that the same are not removed, modified, altered or obscured in any way.
8. **No Bundling.** Reseller may not package or bundle any Product with any other products or materials to create a package or bundle with a UPC code different from the original Product.
9. **Locations / Reporting.** Reseller agrees to track the Products it purchases and to store all such Products at locations in compliance with this Policy. At Brand Owner’s request, Reseller will provide Brand Owner with (a) a list of all storage locations utilized by Reseller, (b) an inventory of Products maintained at each such storage location, and (c) physical access for Brand Owner to perform an inventory to confirm the amounts and locations of Products at Reseller’s stated locations.
10. **Consumer Safety and Recall.** Reseller will cooperate with Brand Owner in connection with any investigation of consumer safety claims or any evaluation of a product recall.
11. **Customer Service.** Reseller will maintain customer service phone and email response functions as required by the Original Agreement to handle customer complaints, returns and other customer service functions. At Brand Owner’s request, Reseller will provide any reports or other information requested by Brand Owner, with respect to a particular Product (whether by lot number or other identifying data) to determine the date or Reseller’s purchase of the Product, the location where the Product was stored, and the dates on which the Product was sold or shipped by Reseller to a purchaser.

13. **Product Damage or Theft.** If any significant quantity of Products purchased by Reseller are lost, stolen or damaged, Reseller will promptly report such event to Brand Owner.
14. **Report Unauthorized Resellers.** If Reseller has information, or reasonably suspects, that any person is purchasing and reselling or distributing Products in a manner not authorized by Brand Owner, Reseller must promptly notify Brand Owner.
15. **Support of Manufacturer's Warranty.** Reseller may extend to any proper purchaser of the Products the original manufacturer's warranty in accordance with its terms. Reseller may not modify or alter the original manufacturer's warranty, represent or characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the Products.
16. **Other Information, Documents and Reports.** Reseller must provide Brand Owner with any supplemental information, documents and reports that Brand Owner may request in order to validate Reseller's compliance with this Policy and to support Brand Owner's warranty support and customer support obligations and initiatives.