



AUTHORIZED RESELLER POLICY

Quinn Foods, LLC (hereafter “**Quinn**”), a Delaware limited liability company, is the manufacturer and owner of the Quinn brand. Quinn hereby adopts the following Authorized Reseller Policy (the “**Policy**”) to protect the long-term strength and integrity of its brand and Products.

Effective immediately, only Authorized Resellers may sell Quinn products on eCommerce third-party marketplaces, such as Amazon. Authorized Resellers are merchants who are vetted by Quinn for adherence to its quality control standards and who are given written approval to sell Quinn products on eCommerce third-party marketplaces (hereafter, “**Authorized Resellers**”). Any reseller who wishes to sell Quinn products on eCommerce third-party marketplaces must obtain prior written approval from Quinn.

All Authorized Resellers accept and are bound by the terms and conditions of this Policy, which detail the channels and methods by which they are authorized to sell Quinn products. These terms and conditions are subject to change by Quinn without prior written notice at any time. Quinn and its Authorized Resellers are individually a “**Party**” and together are the “**Parties.**”

Terms and Conditions

1. **Authorization.** Authorized Resellers can advertise and sell Quinn products (the “**Product**” or “**Products**”) to end customers in the United States of America, in brick-and-mortar locations, and on their own Internet URL locations approved by Quinn.
2. **Third-Party Internet Marketplace Sales.** Resellers are prohibited from selling Quinn products on internet marketplaces including, but not limited to, Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, Rakuten, Sears, unless they obtain written authorization from Quinn to sell on specific internet marketplaces and under specific seller names. Quinn may revoke or amend an Authorized Reseller's internet marketplace authorization by sending notice to the Authorized Reseller and such revocation or amendment shall become effective upon delivery of such notice.
3. **End Customers.** Products purchased by Authorized Resellers are intended for sale to end customers only. Accordingly, Authorized Resellers will advertise and resell the Product to end customers only. End customers are customers who purchase the Product for their personal use or consumption. Authorized Resellers are prohibited from reselling the Product to other sellers, retailers, or distributors without prior written approval from Quinn.
4. **Geographic Territory.** The authorization granted to the Authorized Resellers by this Policy is limited to the United States without exclusive right to any specific territory. Authorized Resellers must obtain prior written approval from Quinn to market, resell, gift, or export the Product outside the United States. Authorized Resellers must also obtain prior written approval from Quinn to resell the Product to a buyer who the Authorized Resellers know, or reasonably should have known, has the intent to export the Products outside the United States.
5. **Duration.** An Authorized Reseller's approval to advertise and resell the Product will remain in effect until it is terminated by either Party or when Quinn terminates this Policy, whichever occurs first.
6. **Quality Control.** Authorized Resellers acknowledge the importance of upholding the good reputation of Quinn and its Products. Accordingly, Authorized Resellers must comply with all applicable federal, state, and local laws and regulations. Authorized Resellers must also agree to adhere to the highest quality control standards in performing their obligations under this Policy, including the following standards established by Quinn:

- a. **Provide Accurate Information.** Authorized Resellers must provide accurate and up to date company and contact information including all DBA's, retail locations, and websites where the Product will be sold.
 - b. **Product Storage.** Authorized Resellers will store the Product in secure facilities and in a manner that prevents damage to the Product or its packaging.
 - c. **Original Packaging.** Authorized Resellers will only sell Products in their original unaltered, undamaged, and sealed packages with all original markings, documents, and identifying information intact. Authorized Resellers will not sell Products that are marked "used," "open box," or with any other similar descriptors. Authorized Resellers are prohibited from opening bulk packages, repackaging the contents, and selling the Product in smaller units. **Authorized Resellers are prohibited from selling Products that have original labels replaced, altered, destroyed; such packages are considered altered and will not qualify for refunds, exchanges, or Quinn product warranties.**
 - d. **Damaged Product.** Authorized Resellers will destroy, at their own expense, Product that Quinn determines is altered, damaged, or does not meet Quinn quality standards.
 - e. **Bundles and Multipacks.** Unless Quinn gives prior written consent, Authorized Resellers are prohibited from creating and selling bundles or multipacks.
 - f. **No Brand Commingling.** Authorized Resellers will not advertise or display the Product with non-Quinn products in a manner that creates the impression that the non-Quinn products are made by, endorsed by, or associated with Quinn. Such commingling of brands is likely to cause customer confusion and is prohibited.
 - g. **Drop Shipping.** Order fulfillment by drop shipping is prohibited without prior written approval from Quinn.
 - h. **Quality Control Audit.** Quinn may conduct quality control audits of its Authorized Resellers' advertising, promotional materials, product images, and any documents related to the marketing and advertising of the Product to determine whether the use of the Product and Intellectual Property meet the standards, specifications, and directions approved by Quinn. When requested, Authorized Resellers will provide Quinn with samples of advertising, promotional materials, product images, and any other documents for review.
 - i. **Product Recall.** If Product recall is necessary, Authorized Resellers will cooperate with Quinn to conduct the recall.
 - j. **Additional Quality Control Standards.** Quinn has the right to issue additional quality control standards to protect the reputation of its brand and ensure commercial success of its Products. All Authorized Resellers agree to abide by all additional quality control standards issued by Quinn.
7. **Customer Service.** Authorized Resellers will offer customer service in a timely, diligent, and professional manner to customers who purchase the Product. Authorized Resellers will use commercially reasonable efforts to ensure customer satisfaction, increase customer loyalty, and preserve customer trust in the Quinn brand.
 8. **Intellectual Property.** Quinn owns all proprietary rights in and relating to its brands, including name, logo, trademarks, service marks, trade dress, copyrights, patents, and any other intellectual property related to the Products ("**Intellectual Property**"). Quinn grants its Authorized Resellers a limited, non-transferable, revocable license to use its Intellectual Property for the purpose of marketing, advertising, and reselling the Product in a manner consistent with this Policy. The Intellectual Property will not be affixed to, or advertised in connection with, any goods or services other than the Product. All goodwill arising from the Authorized Resellers' use of the Intellectual Property shall inure solely to the benefit of Quinn. Authorized Resellers agree to cease all use of the Intellectual Property upon the termination of their Authorized Reseller status. **This limited license is granted only to Quinn's Authorized Resellers.**

9. **Advertising By Quinn.** Nothing in this Policy limits Quinn's right to advertise and sell the Product independently from its Authorized Resellers. All decisions regarding the advertising medium or content will remain the sole discretion of Quinn.
10. **Product Warranties.** Quinn warrants the Products to be free from defects in material and workmanship. Quinn warrants that customers who purchase directly from Quinn, or from its Authorized Resellers, will receive unexpired product that is safe to consume when used according to the specification printed in the label. Quinn also warrants that the products sold by Quinn, and its Authorized Resellers, comply with all product safety regulations and appropriate labeling requirements promulgated by the United States Food and Drug Administration, including the Federal Food, Drug and Cosmetic Act, Federal Consumer Product Safety Act, and any other applicable product safety law. Further, Quinn warrants that the Products sold by its Authorized Resellers conform to Quinn's quality control specifications. Such warranties extend only to Products sold by Quinn and its Authorized Resellers who are subject to Quinn's quality control standards. **QUINN WARRANTIES DO NOT EXTEND TO PRODUCTS OBTAINED AND SOLD BY UNAUTHORIZED RESELLERS OR TO PRODUCTS WHICH QUINN CONSIDERS ALTERED.**
11. **WARRANTY DISCLAIMER.** **THE EXPRESS WARRANTIES SET FORTH IN THIS POLICY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. QUINN HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **LIMITATION OF LIABILITY.** **NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS POLICY, IN NO EVENT WILL QUINN BE LIABLE TO AN AUTHORIZED RESELLER FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER QUINN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QUINN'S LIABILITY WILL NOT EXCEED THE AMOUNT AN AUTHORIZED RESELLER PAID TO QUINN FOR THE PRODUCT.**
13. **Termination.** Quinn may terminate a Party's Authorized Reseller status if the Party breaches the terms of this Policy or for any other reason for which Quinn reasonably believes termination is necessary. Further, if Quinn elects to terminate this Policy, Quinn will give written notice to all Authorized Resellers within a reasonable time. Upon termination, the Authorized Resellers' authorization to advertise and resell the Product will be immediately revoked.