

EFFECTIVE DATE: July 31, 2023

RUTLAND

TRUSTED SINCE 1883

NORTH AMERICAN RESELLER POLICY

By purchasing RUTLAND products for resale, you agree to adhere to this Reseller Policy.

In order to ensure Carolina Brands, LLC d/b/a RUTLAND ("RUTLAND") resellers are able to sustain healthy margins on RUTLAND products and ensure that RUTLAND's end-users are being provided a quality sales experience and customer support, RUTLAND has announced this Reseller Policy (the "Reseller Policy"). RUTLAND believes that its end-user customers are best served by having resellers who market RUTLAND's products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

RUTLAND has also decided that, in order to maintain and protect the viability of the RUTLAND reseller network for its products, in order to protect the value associated with RUTLAND'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 RUTLAND products on the Internet unless they apply, are approved by RUTLAND, and execute an Authorized Internet Reseller Agreement regulating the manner in which they sell online;
2. **Transshipping.** Resellers shall not transship products. Specifically, resellers shall not sell or transfer any RUTLAND products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of RUTLAND products to anyone at the request of RUTLAND;
3. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale RUTLAND products within the United States and Canada. RUTLAND hereby expressly prohibits resellers from soliciting or consummating sales outside of the United States and Canada;
4. **Intellectual Property.** The use of the intellectual property of RUTLAND, including, but not limited to, trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from RUTLAND 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 RUTLAND. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of RUTLAND 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 RUTLAND;

7. **Unilateral Policy.** Resellers are informed of RUTLAND's Unilateral Policies as they apply to the advertisement for sale of RUTLAND products from resellers to end-users in the United States and Canada. There is no agreement, express or implied, between RUTLAND and resellers with respect to the advertised or resale pricing of RUTLAND products. If any director, officer, employee, representative, or other agent of RUTLAND tries to coerce resellers to agree to the price at which resellers advertise or resell RUTLAND products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify RUTLAND's Unilateral Policy Committee at UPP@rutland.com;
8. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all RUTLAND 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;
9. **Product Packaging.** Resellers shall sell RUTLAND 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
10. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by RUTLAND from time to time which may be changed by RUTLAND in its sole discretion.

RUTLAND 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 RUTLAND determines that a reseller is in violation of this Reseller Policy, RUTLAND may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

Any questions regarding this Reseller Policy must be emailed to: resellers@rutland.com.