

# Authorized Reseller Policy

PROGRAM EFFECTIVE DATE:

June 1, 2019 – Until discontinued or suspended



**SuperSprings International, Inc.**  
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This SuperSprings International Inc. Authorized Reseller Policy (“**Reseller Policy**”) is issued by SuperSprings International Inc. (“**SuperSprings**”) and applies to resellers of SuperSprings products (“**Product(s)**”) in the United States of America. By purchasing Products from SuperSprings or an Authorized SuperSprings Distributor for retail sale, you (“**Reseller**”) agree to adhere to the following terms. Until such status is otherwise revoked by SuperSprings in its sole and absolute discretion, Reseller shall be considered an “**Authorized Reseller**” hereunder.

1. **Authorized Customers.** Reseller is authorized to sell Products to End Users. An “**End User**” is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third-party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without the prior written consent of SuperSprings.
2. **Online Sales.** Reseller shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum without the prior written consent of SuperSprings, granted through execution by SuperSprings of the SuperSprings International Inc. Authorized Online Seller Agreement. The terms of this Reseller Policy supersede any prior agreement between SuperSprings and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by SuperSprings to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.
3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by SuperSprings. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of SuperSprings.
4. **Product Care, Customer Service, and Other Quality Controls.**
  - (a) Reseller shall comply with all instructions provided by SuperSprings regarding the storage, handling, shipping, inspection, disposal, or other aspect of the Products, including instructions provided on Product labels or set forth in the SuperSprings International Inc. Product Quality Guidelines attached hereto as Exhibit A, as may be amended by SuperSprings from time to time.
  - (i) **Products must not be installed in any application other than those listed in the SuperSprings Installation Instructions accompanying the particular Product to be installed without the express written consent of SuperSprings.**
  - (b) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other

alterations are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Reseller shall not alter Products.

- (c) Reseller shall not represent or advertise any Product as “new” that has been returned open or repackaged.
  - (d) Promptly upon receipt of the Products, Reseller shall visually inspect the Products in their original packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “**Defect**”). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to SuperSprings at [warranty@supersprings.com](mailto:warranty@supersprings.com).
  - (e) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection, installation, and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Product Data (PIES) and Application Data (ACES) sheets can be found at [www.supersprings.com/learn-more/resources](http://www.supersprings.com/learn-more/resources) (password: 93013).
  - (f) Reseller shall cooperate with SuperSprings with respect to any Product tracking systems that may be implemented from time to time.
  - (g) Reseller shall cooperate with SuperSprings with respect to any Product recall or other consumer safety information dissemination efforts.
  - (h) Reseller shall report to SuperSprings any customer complaint or adverse claim regarding the Products of which it becomes aware. Reseller shall assist SuperSprings in investigating any such complaints or adverse claims.
  - (i) Reseller shall cooperate with SuperSprings in the investigation and resolution of any quality or customer service issues related to Reseller’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
5. **Intellectual Property.** Reseller acknowledges and agrees that SuperSprings owns all proprietary rights in and to the SuperSprings brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “**SuperSprings IP**”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the SuperSprings IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the SuperSprings IP shall inure solely to the benefit of SuperSprings or its licensor. Reseller’s use of the SuperSprings IP shall be in accordance with any guidelines that may be provided by SuperSprings from time to time (“**Brand Guidelines**”) and must be commercially reasonable as to the size, placement, and other manners of use. SuperSprings reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the SuperSprings IP at any time, without limitation. Reseller shall not create, register, or use any domain name or any mobile application that contains any SuperSprings product name or any trademark owned by

or licensed to SuperSprings, nor a misspelling or confusingly similar variation of any SuperSprings product name or any trademark owned by or licensed to SuperSprings.

6. **Policy Compliance.** SuperSprings reserves the right to monitor Reseller's activities for compliance with this Reseller Policy and Reseller agrees to cooperate with any such compliance inquiry, including, but not limited to, permitting inspection of Reseller's facilities and records related to the sale of the Products. If Reseller violates this Reseller Policy, SuperSprings reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of SuperSprings Products or has any affiliation whatsoever with SuperSprings; and (iii) using all SuperSprings IP.
7. **Modification.** SuperSprings reserves the right to update, amend, or modify this Reseller Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the SuperSprings IP, or use of any other information or materials provided by SuperSprings to Reseller following notice of the amendments will be deemed Reseller's acceptance of the amendments.
8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of SuperSprings and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of SuperSprings.

## **EXHIBIT A**

### **SUPERSPRINGS INTERNATIONAL INC. PRODUCT QUALITY GUIDELINES**

1. The Products shall be stored unopened.
2. The Products shall be kept out of direct sunlight and not stored in temperatures below 32° (0°C) or above 75° (24°C) for prolonged periods of time.
3. The Products shall be stored in a low humidity environment where the Products and the Products' packaging are not susceptible to rust, mold or mildew.
4. The Products shall be stored in an environment where the Products' packaging is not susceptible to punctures, dents, or other physical damage.
5. The Products shall be stored in sanitary conditions and away from any volatile chemicals.
6. Prior to being sold, all Products shall be inspected for any damage or nonconformance, including broken seals, punctured packaging, and visible soiling.