



AUTHORIZED RESELLER POLICY

Fill-Rite Company Authorized Reseller Policy (hereafter referred to as “Reseller Policy”) is issued by the Fill-Rite Company (hereafter referred to as “Fill-Rite”) to all global authorized Distributor(s) (as hereafter defined). By purchasing Fill-Rite or Sotera branded product(s) (hereafter referred to as “Products”) from Fill-Rite for retail sale to End Users (as hereafter defined) and distribution to Authorized Third-Party Resellers (as hereafter defined), Authorized Distributors (hereafter referred to as “Distributors”) agree to the following terms and conditions.

1. Authorized Customers.

- (a) Distributors may sell, ship, invoice, or transfer Products solely to End Users or Authorized Third Party Resellers
- (b) An End User is any purchaser of Products who is the ultimate consumer of the Products and does not intend to resell the Products to any third party.
- (c) An Authorized Third-Party Reseller is an individual or business entity that (i) purchases Products from Distributors and resells the Products as part of a commercial enterprise; (ii) has received and agreed to adhere to the Reseller Policy; and (iii) has not had its Authorized Third Party Reseller status revoked by Fill-Rite.
- (d) If any Unauthorized Third-Party Reseller that is a current or prospective customer of a Distributor seeks to purchase Products for resale, Distributors shall immediately provide the Reseller Policy to the customer. If such customer accepts the terms in writing to both the Distributor and Fill-Rite, Distributor may advertise, promote, sell, transfer, ship, or invoice Products to such customer, which shall thereafter be considered an Authorized Third-Party Reseller, unless and until Fill-Rite revokes such status. Authorized Third-Party Resellers are determined by Fill-Rite in its sole discretion.
- (e) Distributors shall distribute all Fill-Rite policies, updates to policies, product information, educational materials, and other pertinent communication from Fill-Rite to its Authorized Third-Party Reseller customers
- (f) Distributors shall cease or suspend sales or shipments to any customer promptly upon Fill-Rite’s request
- (g) Distributors shall not sell, ship, invoice, transfer, advertise, or promote Products outside their designated country without prior written consent from Fill-Rite

2. Online Sales.

- (a) Distributors are authorized to advertise, promote, list, sell, transfer, ship, or invoice Products thru permissible public websites and permissible non-public websites (collectively known as “Permissible Websites”) in accordance with the terms and conditions herein.
- (b) A permissible public website is a website or mobile application that....(i) is operated by the Distributor in the Distributors legal name; (ii) conspicuously states Distributors legal name, mailing address, phone number, and/or email address; (iii) does not give the appearance that it is operated by Fill-Rite or any third-party; and (iv) is operated in compliance with the terms and conditions set forth in the online guidelines in the Reseller Policy
- (c) A permissible non-public website is a website or mobile application that....(i) is operated by the Distributor in the Distributors legal name; (ii) conspicuously states Distributors legal name, mailing address, phone number, and/or email address; (iii) does not give the appearance that it is operated by Fill-Rite or any third-party; (iv) is primarily used to facilitate orders from Authorized Third-Party Resellers; and (v) does not display product pricing in a manner that can be viewed without registering for an account and logging into the website



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- (d) Distributors shall not list, advertise, promote, sell, transfer, ship, and/or invoice Products directly or indirectly to or through any entity that operates an ecommerce marketplace, including, without limitation, Amazon, eBay, Walmart, Target, Sears, Alibaba, or Mercado Libre without prior written consent from Fill-Rite
- (e) Fill-Rite reserves the right to terminate, at any time and in its sole discretion, its approval for Distributor to list, advertise, promote, sell, transfer, ship, and/or invoice Products to any Fill-Rite authorized ecommerce marketplaces. Distributor must immediately cease all activities regarding Products upon notice of termination.
- (f) Authorized Third-Party Resellers are authorized to list, advertise, promote, sell, transfer, ship, and/or invoice Products directly or indirectly to or through Permissible Websites provided that they are in compliance with the Reseller Policy
- (g) Authorized Third-Party Resellers are prohibited from listing, advertising, promoting, selling, transferring, shipping, and/or invoicing Products directly or indirectly to or through ecommerce marketplaces, including, without limitation Amazon, eBay, Walmart, Target, Sears, Alibaba, or Mercado Libre
- (h) The terms and conditions of this Reseller Policy supersede any prior agreement between Fill-Rite and Distributors regarding the online listing, advertising, promoting, selling, transferring, shipping, or invoicing of Products thru permissible websites, ecommerce marketplaces, mobile applications, or other online forums

3. Online Guidelines.

- (a) The Permissible Websites must not give the appearance that they are operated by Fill-Rite or any third-party and display the Authorized Reseller certificate from Fill-Rite (websites may not be operated by any third-party)
- (b) The Permissible Websites must feature a professional and visually appealing design that is consistent with and will promote Fill-Rite's image within the branding standards set forth by Fill-Rite
- (c) At Fill-Rite's request, Distributor will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Websites
- (d) Distributor must have market acceptable delivery times based on industry standards for Products advertised on Permissible Websites and must provide shipping confirmation with tracking notification to customers who place orders on Permissible Websites
- (e) The Permissible Websites shall have a mechanism for receiving and recording customer feedback and Distributor should use reasonable efforts to address all customer feedback and inquiries received in a timely manner
- (f) The Permissible Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards
- (g) Distributor shall be responsible for all fulfillment to Distributor's customers who order product through Permissible Websites, including all applicable taxes associated with the purchase of such Products and any returns of Products
- (h) Distributor shall not list, advertise, or promote Products pricing below the MAP levels established by Fill-Rite on Permissible Websites
- (i) In marketing the Products on Permissible Websites, Distributor must only use images of Products either supplied by or authorized by Fill-Rite. Distributor is responsible for keeping Product images up to date.
- (j) Distributors shall not list, advertise, or promote Products on Permissible Websites if there isn't sufficient inventory to fulfill such orders. If Fill-Rite has agreed to drop ship orders from Distributor, it is Distributors responsibility to confirm there is sufficient inventory in place to fulfill orders



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- (k) Distributors must share point of sales data regarding Products with Fill-Rite annually or as otherwise reasonably requested by Fill-Rite. Fill-Rite and Distributor to mutually agree on what data will be shared
- (l) For Distributors to be eligible for consideration to list, advertise, promote, sell, transfer, ship, or invoice Products through ecommerce marketplaces, in addition to adhering to the quality controls provided in this Reseller Policy, Distributors must be in agree to the following terms and conditions, (i) seller ratings of Distributor must exceed four (4.0) stars; (ii) all content, media, attachments, titles, and images to be updated, changed, or modified solely by Fill-Rite unless Distributor is given written permission by Fill-Rite; (iii) all listings in which Distributor is a seller must have stock available for sale; (iv) all Distributor pricing shall be listed, advertised, or promoted at or above MAP levels established by Fill-Rite; (v) Products data gathered through Distributors accounts with ecommerce marketplaces is to be shared with Fill-Rite annually or as otherwise reasonably requested by Fill-Rite; and (vi) all reviews and questions on the ecommerce marketplace to be responded to or answered solely by Fill-Rite unless Distributor is given written permission by Fill-Rite

4. Quality Controls.

- (a) Distributors shall advertise, promote, sell, transfer, and/or ship Products in their original packaging only. Repackaging, including the separation of Products or the bundling of Products with product not branded by Fill-Rite, and other alterations to Products and their packaging are not permitted, unless Distributor is given written approval in advance by Fill-Rite
- (b) Distributors shall not remove, translate, or modify the contents of any label, product manual, product literature, or any other accompanying documents with the Products.
- (c) Distributor shall not tamper with, deface, or otherwise alter any serial number, UPC code, date code, serial number, or other identifying information on Products or the Products packaging
- (d) Distributors shall comply with all instructions provided by Fill-Rite regarding the installation, service, and disposal of Products
- (e) Distributor shall not list, advertise, promote, sell, transfer, ship, or invoice any Product as “new” that has been returned open, repackaged, or shown signs of use
- (f) Upon receipt of products, Distributor shall conduct a thorough inspection of Products and Products packaging for any damage, defects, evidence of tampering, or other nonconformance. If any damage, defect, or nonconformance is present, Distributor must not offer the Product for sale or transfer and must promptly report the damage, defect, or nonconformance to Fill-Rite
- (g) Prior to shipment, transfer, or delivery of Products, Distributor shall conduct a thorough inspection of Products and Products packaging for any damage, defects, evidence of tampering, or other nonconformance. If any damage, defect, or nonconformance is present, Distributor must not ship, deliver, or transfer the Products and must promptly report the damage, defect, or nonconformance to Fill-Rite
- (h) Distributor shall be responsible for repackaging loose components or unpackaged Products received in bulk from Fill-Rite prior to shipment, transfer, or delivery
- (i) Distributor must fulfill all purchases via shipments directly from Distributor or by dropship from Fill-Rite – no third-party fulfillment services are permitted for storage, shipment, or delivery without written permission from Fill-Rite
- (j) Distributor must obtain sufficient product knowledge to advise End Users and Authorized Third-Party Resellers on selection, installation, operation, maintenance, repair, and safe use of product, as well as any applicable warranty, guarantees, returns, or policies

- (k) Fill-Rite, as per its warranty policy, provides warranty and/or technical support only on Products sold to End Users through an authorized Third-Party Reseller or Distributor. Neither Third Party Resellers or Distributors shall not make any representations or warranties concerning the Products except as authorized by Fill-Rite
- (l) Distributor shall be available to respond to all customer inquiries, including, but not limited to, questions, concerns, and complaints both before and after the sale of Products and should endeavor to respond to customer inquiries promptly
- (m) Distributor shall fully cooperate with Fill-Rite with respect to any Product tracking systems that may be implemented including product registrations by End Users
- (n) Distributor shall fully cooperate with Fill-Rite with respect to any Product recall or other consumer safety dissemination efforts
- (o) Distributor shall fully cooperate and assist Fill-Rite in the investigation and resolution of any customer complaint or adverse claim regarding Products.
- (p) Distributor shall fully cooperate with Fill-Rite in the investigation and resolution of any quality or customer service issues related to the Distributor's sales of Products
- (q) Distributor shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading, or unethical practices, promotions, or advertising
- (r) Distributor shall represent Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Fill-Rite

Under this Reseller Policy, if Fill-Rite determines in its sole discretion that there has been a violation regarding an unauthorized reseller listing, advertisement, promotion, sale, shipment, transfer, or invoicing of Products on any ecommerce marketplace and/or own proprietary website domain, then the unauthorized reseller must cease all activities around Products within two (2) business days of the notification date. Failure to comply will result in legal action pursuant to trademark and copyright infringement laws protected under the Digital Millennium Copyright Act (DMCA) of 1998.

Should Fill-Rite determine that the unauthorized reseller has purchased or been supplied Products from a Distributor or that a Distributor, not authorized by Fill-Rite is in violation of listing, advertising, promoting, selling, shipping, transferring, or invoicing Products directly or indirectly on or to ecommerce marketplaces, then that Distributor will be subject to sanctions imposed by Fill-Rite. Sanctions include, but are not limited to, refusal to pay coop money, refusal to issue credits, reduction of the distributor's discount level, ceasing shipments of product, removal of authorized reseller status, and/or termination of the account.

This policy is effective January 1, 2021 (rev 0). Fill-Rite reserves the right to update, amend, or modify the reseller policy through written or electronic notice at any time at its sole discretion. Unless otherwise provided, such updates, amendments, or modifications will take effect immediately and Distributor's continued advertising, promoting, offering for sale, or sale of Products, use of Fill-Rite's intellectual property, or use of any other information or materials provided by Fill-Rite to Distributor following written or electronic notice will be deemed Distributor's acceptance of the updates, amendments, and/or modifications. This reseller policy along with a list of unauthorized Third-Party Resellers will be available on the Fill-Rite (www.fillrite.com) and Sotera (www.sotera.com) websites.