

This eCommerce Reseller Policy ("**Policy**") is issued by Sloan Valve Company, Sloan Global Holdings LLC, and/or Sloan Marketplace LLC (collectively with its affiliates, "**Sloan**", "we" or "our") and applies to all resellers of Sloan Products. "Products" means product(s) manufactured by or for Sloan, or which are otherwise sold or marketed by Sloan, which have been provided to you, or will be provided to you, by Sloan or its affiliates. By purchasing Products from Sloan, you are expected to abide by the following terms.

You are an authorized reseller of Sloan Products if you are a distributor that has a direct account with Sloan that is in good standing ("**Authorized Reseller**"). You will remain an Authorized Reseller unless Sloan revokes your Authorized Reseller status, in Sloan's sole and absolute discretion. Sloan may review your activities for compliance with this Policy, and Authorized Resellers are expected to cooperate with any such review. Sloan will notify you in writing of any material updates or modifications made to this Policy. If you are not an Authorized Reseller, you are not authorized to sell Sloan's Products online without Sloan's written approval to do so.

The following are Sloan's expectations of you as an Authorized Reseller:

1. Authorized Sales and Territories

Authorized Resellers may sell Products:

- (a) On their own website(s);
- (b) To retailers, contractors or other commercial customers, provided that those retailers, contractors and commercial customers only resell to their customers offline.

An Authorized Reseller may NOT:

- (a) Offer, promote or sell Products on any third-party online marketplace including but not limited to Amazon, Wal-Mart, or eBay or any other "online marketplace" (e.g. Buy.com, Newegg.com, Craigslist.com);
- (b) Offer, promote or sell any Products on any website or third-party marketplace using a fictitious, hidden, masked or other name that has not been previously disclosed in writing to Sloan;
- (c) Offer, promote or sell any Products to a contractor, retailer or any other party if that party intends to resell the Products online.
- (d) Offer, promote or sell Products in violation of the Exhibit A Requirements for eCommerce Sales.

Selling or transferring Products to any person or entity you know or have reason to know intends to resell the Products online, whether on their own website, on a third-party marketplace, or via any other ecommerce channel, is not permitted and will subject you to the penalties outlined in this Policy.

Sell-Through Data. Upon request from Sloan, you must provide reasonably requested sell-through data for sales of the Products.

2. eCommerce Sales

Permitted Websites (See Exhibit A). You are approved to sell Products through Permitted Websites in accordance with the terms of this Policy. A "Permitted Website" is a website or mobile application that is operated in compliance with this Policy, including the Requirements for eCommerce Sales, attached hereto as Exhibit A, as may be amended by Sloan at any time in its sole discretion. Sloan reserves the right to terminate, in its sole discretion, its approval for you to sell or market Sloan Products, and you must cease all such use immediately upon your receipt of Sloan's notice of termination.

No sale of Products obtained from unapproved sources. Any person or entity selling Sloan Products through ecommerce channels that did not procure the product from Sloan directly is not authorized to sell Sloan Products online or use Sloan trademarks, copyrights, images or product information without Sloan's explicit written approval. Sloan reserves the right to take enforcement action against the seller and supplier of the Product in accordance with this policy.

Product Storage. You must comply with any instructions provided by Sloan regarding the handling, storage, transport, disposal, or other logistical aspects of the Products, including any instructions provided on Product labels and/or data safety sheets.

Product Packaging. You must sell Products in their original packaging. Alterations to Products or their packaging are not allowed, unless approved in writing by Sloan. Do not remove or modify any label or remove or revise any literature accompanying the Products. You may not represent, advertise, or resell any Product as “new” that has been returned opened or repackaged in any way.

Product Knowledge. You must be familiar with the Sloan Products you sell and maintain sufficient Product knowledge to be able to educate customers on the proper and safe use of them, as well as any applicable warranties.

3. Sales Practices

Sloan expects that you sell and advertise Sloan’s products, and otherwise operate your business, in a legal and ethical manner. You must not engage in any false, misleading, deceptive or similarly illegal or unethical advertising or other behavior. You may not make any warranties or representations concerning the Products except as approved in writing by Sloan.

4. Limited Use of Sloan Product Brand Names and Logos

Sloan, its affiliates, or its licensors own all proprietary rights in and to the Sloan and affiliated brands, names, logos, trademarks, service marks, trade dress, copyrights, images, and other intellectual property related to the Products (the “**Sloan IP**”). You must cease any use of the Sloan IP upon suspension or termination of your status as an Authorized Reseller. Your use of the Sloan IP must be in accordance with any brand guidelines Sloan may provide from time to time, and must be commercially reasonable as to the size, placement, and other manners of use. Sloan reserves the right to review and approve, in its sole discretion, your use or intended use of the Sloan IP at any time, without limitation. Unless expressly approved in writing by Sloan, you may not create, register, or use any domain name or any mobile application that contains any Sloan product name or any trademark owned by or licensed to Sloan, nor a misspelling or confusingly similar variation of any Sloan product name or any trademark owned by or licensed to Sloan.

5. Support of Manufacturer’s Warranty

You may only extend to any end user of the Products Sloan’s original manufacturer’s warranty, in accordance with its terms. You may not modify or alter Sloan’s original manufacturer’s warranty, represent, or characterize Sloan’s original manufacturer’s warranty in any misleading manner.

6. Loss of Authorized Reseller Status

If you violate this Policy, Sloan reserves the right to subject you to enforcement actions at Sloan’s discretion including but not limited to:

- (a) Temporary Suspension of your Authorized Reseller status;
- (b) Loss, termination or non-renewal of rebate incentives, or other marketing funds from Sloan, if any;
- (c) Suspension or termination of Product shipments; and
- (d) Termination of your Authorized Reseller status.

If your Authorized Reseller status is suspended or revoked, you must immediately stop: (i) selling the Products; (ii) acting in any manner that gives the impression that you are an Authorized Reseller of the Products or have any affiliation whatsoever with Sloan; and (iii) using all Sloan IP.

EXHIBIT A

REQUIREMENTS FOR eCOMMERCE SALES

All of your sales of Sloan Products on Permitted Websites must adhere to the following requirements:

1. You must operate through the Permitted Websites in the legal name or registered trade name of the organization that you have on file with Sloan. The Permitted Websites must not give the appearance that they are operated by Sloan, unless Sloan expressly approves all such elements in writing.
2. Your full legal name or registered trade name, mailing address, email address, and telephone contact must be provided to Sloan and must be easily found on the Permitted Websites and must be included with any shipment of Products from the Permitted Websites or in an order confirmation email sent at the time of purchase. You may not sell anonymously or under a name not provided to Sloan.
3. At Sloan's request, you must reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages on the Permitted Websites that are under your control or on which you otherwise display the Products for sale.
4. The Permitted Websites must provide and disclose methods for customers to submit inquiries and feedback ("**Customer Inquiries**") to you. You must use reasonable efforts to address all Customer Inquiries received in a timely manner. You agree to provide copies of any information related to Customer Inquiries (including your responses) to Sloan for review upon request. You agree to cooperate with Sloan in the investigation of negative reviews associated with your sale of the Products and to use reasonable efforts to resolve any complaints. You must maintain all records related to Customer Inquiries for a period of three (3) years following the creation or submission of such a record, to the extent legally permitted.
5. Permitted Websites under your control must comply with all applicable privacy, accessibility, privacy, data security and other laws, regulations, and industry standards, accessibility standards, and all applicable Payment Card Industry (PCI) data security standards. You are responsible for all fulfillment to your customers who order Products through Permitted Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
6. All uses of Sloan IP must be in compliance with [Sloan's Brand Guidelines](#), located at, as may be amended from time to time by Sloan in its sole discretion. Unless otherwise approved by Sloan in writing, you may only use Product images and product content supplied by or approved by Sloan to market the Products on Permitted Websites. You must keep all Product images, descriptions and content up to date. You may reach out to your Sloan representative to obtain the most up to date approved Product images. By using Sloan IP, you agree to Sloan's copyright agreement, as provided or updated by Sloan from time to time.

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