



Dear Distributor,

At PurposeBuilt Brands, Inc. (“**PurposeBuilt**”), we are committed to you and your customers—the distributors and resellers that help our company deliver high-quality and innovative products that clean-up life’s toughest messes. To protect our brands and the integrity of our authorized distribution channels in the United States, PurposeBuilt is updating its U.S. Authorized Seller Program (“**Authorized Seller Program**”) for its consumer division, effective January 9<sup>th</sup>, 2023.

Among other benefits, our Authorized Seller Program ensures that all sellers of PurposeBuilt products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Seller Program assists us in identifying and taking action against unauthorized sellers that are harming you, your customers, and consumers through the sale of damaged, diverted, and otherwise poor-quality products.

Your obligations under our updated Authorized Seller Program are outlined in the **PurposeBuilt Brands, Inc. Authorized Distributor Policy for the United States** (“**Authorized Distributor Policy**”), which is attached for your review. You are expected to comply with the terms of the enclosed Authorized Distributor Policy to remain an “Authorized Distributor” of our products. The key features of the Authorized Distributor Policy are noted below:

- **Where and to Whom You May Sell PurposeBuilt Products:** You may sell PurposeBuilt products only to customers who are classified as “Authorized Resellers.” To become and remain an Authorized Reseller, your customers will be required to abide by the PurposeBuilt Brands, Inc. Authorized Reseller Policy for the United States (“**Authorized Reseller Policy**”).
  - To this end, the Authorized Distributor Policy requires that you forward the Authorized Reseller Policy and any other materials requested by PurposeBuilt to your reseller customers. For your convenience, we have attached an **Authorized Reseller Packet**, which contains: (1) a letter to your reseller customers describing the Authorized Reseller Policy and the purposes of our Authorized Seller Program; and (2) the Authorized Reseller Policy. **Please forward the Authorized Reseller Packet to each of your reseller customers as soon as possible.**
- **Online Sales Restrictions:** The Authorized Distributor Policy prohibits you from selling PurposeBuilt products on any publicly accessible website, online marketplace, or other online platform without PurposeBuilt’s prior written consent. You may use an online order portal to facilitate orders from Authorized Resellers, as long as that portal requires Authorized Resellers to obtain an account and log in to view product listings and pricing information. **This rule will be strictly enforced.**
- **Ensuring Product Quality and an Optimal Customer Experience:** To ensure that the customers who purchase PurposeBuilt products have the best experience possible, the Authorized Distributor Policy outlines our expectations for the service you will provide to your customers. The Authorized Distributor Policy also describes certain steps you must take to maintain the quality of PurposeBuilt products until they reach end users.

Thank you for your careful attention to the attached documents and for your continued support of PurposeBuilt and the PurposeBuilt family of brands. If you have any questions regarding the Authorized Distributor Policy or Authorized Seller Program, please contact us at 800-837-8140 or email [questions@weiman.com](mailto:questions@weiman.com).

Sincerely,

PurposeBuilt Brands, Inc.

**PURPOSEBUILT BRANDS, INC. AUTHORIZED DISTRIBUTOR POLICY FOR THE UNITED STATES**  
**Effective Date: January 9th, 2023**

This PurposeBuilt Brands, Inc. Authorized Distributor Policy for the United States (“Distributor Policy”) is issued by PurposeBuilt Brands, Inc. (“PurposeBuilt”) and applies to Authorized Distributors of the products sold under the brands identified on the Brand Schedule available at <https://purposebuiltbrands.com/policies> (“Product(s)”) in the United States of America. By purchasing Products from PurposeBuilt for distribution to Authorized Resellers (as defined below), you (“Distributor”) agree to adhere to the following terms. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and PurposeBuilt. Until such status is otherwise revoked by PurposeBuilt in PurposeBuilt’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” PurposeBuilt may review Distributor’s activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

**1. Authorized Customers.**

(a) Distributor is authorized to sell Products purchased from PurposeBuilt only to Authorized Resellers in the United States. An “Authorized Reseller” is an individual or business entity that:

- (i) purchases Products from a PurposeBuilt Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the PurposeBuilt Brands, Inc. Authorized Reseller Policy for the United States (“Reseller Policy”); and
- (iii) has not had its Authorized Reseller status revoked by PurposeBuilt or been identified by PurposeBuilt as ineligible to become an Authorized Reseller.

(b) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until PurposeBuilt revokes such status. Authorized Resellers are determined by PurposeBuilt in its sole discretion.

(c) Notwithstanding anything to the contrary in this Distributor Policy, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Groupon, Target, or Walmart.

(d) Distributor shall not sell Products to End Users without PurposeBuilt’s prior written consent. 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.

(e) Distributor shall cease or suspend sales to any customer promptly upon request of PurposeBuilt.

(f) Distributor shall not sell, ship, or promote the Products outside of the United States of America or to anyone Distributor knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without PurposeBuilt’s prior written consent.

(g) Distributor shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Reseller customers as requested by PurposeBuilt from time to time.

**2. Online Sales. Distributor shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of PurposeBuilt.**

(a) A “Publicly Accessible Website” is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without PurposeBuilt's prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between PurposeBuilt and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by PurposeBuilt to sell the Products on or through a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** 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 or advertising at any time. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by PurposeBuilt. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor's business and/or (b) related to the marketing and sale of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of PurposeBuilt or the Products. Distributor shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Distributor shall comply with the PurposeBuilt Brands, Inc. Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as PurposeBuilt may amend from time to time.

5. **Intellectual Property.**

(a) Distributor acknowledges and agrees that PurposeBuilt or its licensors own all proprietary rights in and to the PurposeBuilt brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "PurposeBuilt IP"). Distributor is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the PurposeBuilt IP solely for purposes of marketing and selling the Products as set forth herein. This license may be revoked by PurposeBuilt at any time and will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the PurposeBuilt IP shall inure solely to the benefit of PurposeBuilt or its licensors.

(b) Distributor's use of the PurposeBuilt IP shall be in accordance with any guidelines that may be provided by PurposeBuilt from time to time and must be commercially reasonable as to the size, placement, and other manners of use. PurposeBuilt reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the PurposeBuilt IP at any time, without limitation. In marketing the Products, Distributor shall only use images of Products either supplied by or authorized by PurposeBuilt and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Distributor shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any PurposeBuilt product name or any trademark owned by or licensed to PurposeBuilt, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to PurposeBuilt.

6. **Termination.** PurposeBuilt reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of PurposeBuilt Products or has any affiliation whatsoever with PurposeBuilt; and (iii) using all PurposeBuilt IP.

7. **Modification.** PurposeBuilt reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the PurposeBuilt IP, or use of any other information or materials provided by PurposeBuilt to Distributor will be deemed Distributor's acceptance of the amendments.

**EXHIBIT A****PURPOSEBUILT BRANDS, INC.  
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by PurposeBuilt regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and Safety Data Sheets. Store Products in a secure, climate-controlled, dry place, away from direct sunlight where the Products' packaging is not susceptible to punctures, dents, or other physical damage.
2. At PurposeBuilt's request, provide PurposeBuilt with (a) a list of all storage locations utilized, (b) an inventory of Products maintained at each such storage location, and (c) physical access for PurposeBuilt to perform an inventory to confirm the amounts and locations of Products at the stated locations.
3. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, SKU, or other identifying information on Products or their packaging. Do not resell any Product that has been returned opened or repackaged.
4. Do not advertise, market, display, or demonstrate non-PurposeBuilt Products together with the Products in a manner that would create the impression that the non-PurposeBuilt Products are made by, endorsed by, or associated with PurposeBuilt.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to PurposeBuilt at 800-837-8140 or [questions@weiman.com](mailto:questions@weiman.com).
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee. Maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions, and respond to customer communications promptly. At PurposeBuilt's request, provide any reports or other information related to such customer services.
7. Ensure that any third-party logistics provider engaged to store inventory of the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by PurposeBuilt. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. PurposeBuilt reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to PurposeBuilt. Cooperate with PurposeBuilt in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
8. Cooperate with PurposeBuilt with respect to any Product tracking systems that may be implemented from time to time. Implement commercially reasonable loss prevention and anti-diversion measures. If any significant quantity of Products is lost or stolen, promptly report such event to PurposeBuilt.
9. Cooperate with PurposeBuilt with respect to any Product recall or other consumer safety information dissemination efforts. Report to PurposeBuilt any customer complaint or adverse claim regarding the Products and assist PurposeBuilt in investigating any such complaints or adverse claims.
10. Cooperate with PurposeBuilt in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.