



Dear Reseller,

At PurposeBuilt Brands, Inc. (“PurposeBuilt”), we are committed to you—the reseller partners 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 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 Reseller Policy** (“**Authorized Reseller Policy**”), which is attached for your review. You are expected to comply with the terms of the enclosed Authorized Reseller Policy to be an “Authorized Reseller” of our products. The key features of the Authorized Reseller Policy are noted below:

- **Where and to Whom You May Sell PurposeBuilt Products:** PurposeBuilt is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of PurposeBuilt products to unauthorized sellers. To this end, the Authorized Reseller Policy requires that you sell PurposeBuilt products solely to end users and not to persons or entities who intend to resell PurposeBuilt products. In addition, you may not market for sale or ship PurposeBuilt products outside of the United States without our prior written consent.
- **Online Sales Restrictions:** The Authorized Reseller Policy prohibits you from selling PurposeBuilt products online without PurposeBuilt’s prior written consent. This prohibition includes sales on websites that you own or operate, as well as sales through third-party online marketplaces such as Amazon, eBay, and Walmart Marketplace. Our rules regarding online sales will be strictly enforced. We are not currently considering authorization of sellers on online marketplaces. If you wish to apply for permission to sell online on your own proprietary website, please contact us at 800-837-8140 or email [questions@weiman.com](mailto:questions@weiman.com) for more information.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase PurposeBuilt products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller 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 Authorized Reseller Policy and for your continued support of PurposeBuilt and the PurposeBuilt family of brands. If you have any questions regarding the Authorized Reseller 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 RESELLER POLICY FOR THE UNITED STATES

Effective Date: January 9th, 2023

This PurposeBuilt Brands, Inc. Authorized Reseller Policy for the United States (“Reseller Policy”) is issued by PurposeBuilt Brands, Inc. (“PurposeBuilt”) and applies to Authorized Resellers 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 an Authorized PurposeBuilt Distributor of the Products for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by PurposeBuilt in PurposeBuilt’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller.” This Reseller Policy supplements any then-current reseller agreement between you and PurposeBuilt. PurposeBuilt may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users in the United States. 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, or promote the Products outside the United States of America without PurposeBuilt’s prior written consent.

2. **Online Sales.** Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace), mobile application, or other online forum without the prior written consent of PurposeBuilt. The terms of this Reseller Policy supersede any prior agreement between PurposeBuilt and Reseller regarding the sale of the Products on or through websites, mobile applications, online marketplaces, and other online forums. Any authorization previously granted to Reseller by PurposeBuilt to sell the Products on or through a website, mobile application, or other online forum is 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 PurposeBuilt. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller’s business and/or (b) related to the marketing and sale 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 PurposeBuilt or the Products. Reseller shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller 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) Reseller 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”). Reseller 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 Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the PurposeBuilt IP shall inure solely to the benefit of PurposeBuilt or its licensors.

(b) Reseller’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, Reseller’s use or intended use of the PurposeBuilt IP at any time, without limitation. In marketing the Products, Reseller 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) Reseller 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 Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of 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 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 Reseller Policy at any time. 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 PurposeBuilt IP, or use of any other information or materials provided by PurposeBuilt to Reseller will be deemed Reseller'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.
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.