

BRIZO® BRAND AUTHORIZED DISTRIBUTOR POLICY

EFFECTIVE JUNE 15, 2022

To: Authorized Distributors of Brizo Products

Re: BRIZO BRAND AUTHORIZED DISTRIBUTOR POLICY

Delta Faucet Company (“DFC”) is committed to protecting and maintaining its highly regarded brands and reputation for excellence, technology, and innovative solutions in the kitchen and bath to help people use water in better ways. Consistent with these commitments, DFC has designed products that meet the discerning demands of the end consumer. DFC believes that certain sales, advertising and customer service practices are inconsistent with its competitive strategy for these products and for the Brizo brand image as a design, innovation and technology leader in the plumbing industry. These practices also may undermine the commitment of DFC and its Authorized Distributors to provide an appropriate level of service, merchandising, advertising and promotion in support of DFC’s strategy for its products and, in turn, the Brizo brand image. This Brizo Brand Authorized Distributor Policy applies to all Brizo branded products (“Products”).

This Brizo Brand Authorized Distributor Policy (“Distributor Policy”) is issued by DFC and applies to distributors of Products in the United States of America. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and DFC, and replaces and supersedes any prior applicable Brizo Brand Sales or Distributor Policies. By purchasing Products from DFC for resale to End Users (as hereinafter defined) and distribution to Authorized Resellers (as hereinafter defined), you (“Distributor”) agree to adhere to the following terms and conditions. Until such status is otherwise revoked by DFC in DFC’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” DFC 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.

- I. **AUTHORIZED CUSTOMERS:** Distributor is authorized to sell Products purchased from DFC or an Authorized Distributor to Authorized Resellers and End Users (collectively, “Authorized Customers”).
 - a) An “**Authorized Reseller**” is an individual or business entity that:
 - i. Purchases Products from DFC or an Authorized Distributor and resells the Products as part of a commercial enterprise;
 - ii. Has received and agrees to adhere to the Brizo Brand Authorized Reseller Policy (the “**Reseller Policy**”); and
 - iii. Has not had its Authorized Reseller status revoked by DFC.
 - b) An “**End User**” is any purchaser of the Products who:
 - i. Is the ultimate consumer of the Products and who does not intend to resell the Products to any third party, or
 - ii. Purchases the Products to install for an ultimate consumer and who does not intend to resell the Products in an uninstalled state.
 - c) If any customer or prospective customer of Distributor seeks to purchase Products for purposes of resale and is not yet an Authorized Reseller, Distributor shall immediately provide the Reseller Policy to such customer/prospective customer. If such customer or 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 DFC revokes such status. Authorized Resellers are determined by DFC in its sole discretion. Distributor shall not sell Products to such customer or prospective customer if they refuse to accept the terms in the Reseller Policy.
 - d) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Reseller customers as requested by DFC from time to time.
 - e) Distributor agrees to cease or suspend sales to any customer promptly upon request of DFC. DFC will distribute a Do-Not-Sell list on a regular basis.
 - f) Distributor shall not sell, ship, invoice, or promote Products outside the United States of America or to anyone Distributor knows or has reason to know intends to ship Products outside of the United States of America without DFC’s prior written consent.
 - g) Distributor shall not sell Products to any person or entity that it knows or reasonably expects will resell such products on the internet (unless that person or entity is an Authorized Online Retailer for Products). A list of Brizo Brand Authorized Online Retailers is available on the Brizo brand website, or from DFC upon request.
 - h) Notwithstanding Section I(a), Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to Amazon.com, eBay.com, Groupon.com, or Walmart.com (or any of their affiliates), without DFC’s prior written consent.

2. ONLINE SALES:

- a) **Unless authorized in writing by DFC as an “Authorized Online Retailer,” Distributor shall not market or offer for sale the Products on or through any Publicly Accessible Website.** 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. **All third party marketplace websites, including but not limited to Amazon, eBay, Houzz, Walmart Marketplace, or Sears Marketplace, are Publicly Accessible Websites. Sales on these websites are prohibited without DFC’s prior written consent.** 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.

The terms of this Distributor Policy supersede any prior agreement between DFC and Distributor regarding the sale of the Products on Publicly Accessible Websites. Any authorization previously granted to Distributor by DFC to sell the Products on a Publicly Accessible Website is hereby revoked.

- b) If Distributor is interested in becoming an Authorized Online Retailer, Distributor must submit a Brizo Brand eCommerce Sales Application and Agreement, which shall be subject to approval by DFC in its sole discretion. DFC will consider new applications on at least a quarterly basis. Additional information regarding the application and approval process may be obtained by emailing PolicyEnforcement@Brizo.com.

3. SALES PRACTICES.

- a) 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.
- b) Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by DFC.
- c) Distributor shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products.
- d) Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of DFC, the Brizo brand, or the Products.
- e) Distributor shall not sell, ship, invoice, or promote Products outside the United States of America or to anyone Distributor knows or has reason to know intends to ship Products outside of the United States of America without DFC’s prior written consent.

4. PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS.

- a) Distributor shall comply with all instructions provided by DFC regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Distributor shall store Products in a cool, dry place, away from direct sunlight.
- b) Distributor shall 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. Distributor shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
- c) Distributor shall not represent or advertise any Product as “new” that has been returned open or repackaged.
- d) Promptly upon receipt of the Products, Distributor shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “**Defect**”). If any Defect is identified, Distributor shall not offer the Product for sale and must promptly report the Defect to DFC at sales@Brizo.com.
- e) Distributor 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. Distributor 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.
- f) Distributor shall cooperate with DFC with respect to any Product tracking systems that may be implemented from time to time.

- g) Distributor shall cooperate with DFC with respect to any Product recall or other consumer safety information dissemination efforts.
 - h) Distributor shall report to DFC any customer complaint or adverse claim regarding the Products of which it becomes aware. Distributor shall assist DFC in investigating any such complaints or adverse claims.
 - i) Distributor shall cooperate with DFC in the investigation and resolution of any quality or customer service issues related to Distributor's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
5. **INTELLECTUAL PROPERTY.** Distributor acknowledges and agrees that DFC or its licensors own all proprietary rights in and to the Brizo brand, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "**Brizo IP**"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Brizo IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the Brizo IP shall inure solely to the benefit of DFC or its licensors. Distributor's use of the Brizo IP shall be in accordance with any guidelines that may be provided by DFC from time to time ("**Brand Guidelines**") and must be commercially reasonable as to the size, placement, and other manners of use. DFC reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Brizo IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any Product name or any trademark owned by or licensed to DFC, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to DFC.
6. **MODIFICATION.** DFC reserves the right to update, amend, modify, or discontinue 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 Brizo IP, or use of any other information or materials provided by DFC to Distributor will be deemed Distributor's acceptance of the amendments.
7. **TERMINATION AND VIOLATIONS.** If Distributor violates this Distributor Policy or Distributor falls out of good credit standing with DFC, DFC reserves the right to stop selling Products to Distributor and/or terminate Distributor's status as an Authorized Distributor with written or electronic notice in DFC's sole discretion. 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 the Products or has any affiliation whatsoever with DFC; and (iii) using all Brizo IP.
8. **CONFIDENTIALITY.** This Distributor Policy, and its attachments, if any, constitute confidential, proprietary information of DFC 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 DFC.

No DFC employee or representative is authorized to modify or change this Distributor Policy for any particular Authorized Distributor. DFC alone will implement, interpret and enforce this Distributor Policy in its sole discretion and independent judgment.

Please make sure that all appropriate people in your organization receive a copy of this Distributor Policy. This Distributor Policy is in addition to and separate from all other DFC policies.

Thank you for your continued support of DFC and the Brizo brand.