

**KOHLER CO. AUTHORIZED RESELLER POLICY**  
**Effective Date: March 1, 2020**

This Kohler Co. Authorized Reseller Policy ("Reseller Policy") is issued by Kohler Co. ("Kohler") and applies to Authorized Resellers of *Kohler* brand plumbing products, accessories, and parts ("Product(s)") in the United States of America. By purchasing Products from Kohler or an Authorized Kohler Distributor for resale to End Users (as hereinafter defined), you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by Kohler in Kohler's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller" hereunder. Kohler may review Reseller's activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller's facility and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products to End Users. An "End User" is a 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, or who purchases the Products to install for an ultimate consumer and who does not intend to resell the Product in an uninstalled state. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products in an uninstalled state. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without Kohler's prior written consent.

2. **Online Sales.** Reseller shall not advertise or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Jet, Walmart Marketplace, or Sears Marketplace), mobile application, or other online forum without the prior written consent of Kohler, granted through execution by Kohler of the Kohler Authorized E-Tailer Agreement.

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 Kohler. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing 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 Kohler.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Reseller shall comply with all instructions provided by Kohler regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Reseller shall store Products in a way that complies with the Packaging Storage Guidelines found in the Kohler Distributor Manual or on the Kohler Customer Information Center web portal (the "KCIC").

(b) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations are not permitted without the prior written consent of Kohler. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.

(c) Reseller shall not represent or advertise any Product as "new" that has been returned opened or repackaged.

(d) Promptly upon receipt of the Products, Reseller 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, Reseller must not offer the Product for sale and must promptly report the Defect to Kohler via KCIC if the Product was purchased directly from Kohler or to the distributor or sales representation from whom the Product was purchased.

(e) Reseller 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. Reseller 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. For Products purchased from Authorized Distributors, Reseller shall work through the Authorized Distributor from which Reseller acquired the Products for any service or Product warranty matters.

(f) Reseller shall cooperate with Kohler with respect to any Product tracking systems that may be implemented from time to time.

(g) Reseller shall cooperate with Kohler with respect to any Product recall or other consumer safety information dissemination efforts.

(h) Reseller shall report to Kohler any customer complaint or adverse claim regarding the Products of which it becomes aware. Reseller shall assist Kohler in investigating any such complaints or adverse claims.

(i) Reseller shall cooperate with Kohler in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Reseller acknowledges and agrees that Kohler owns all proprietary rights in and to the Kohler brand, name, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Kohler IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Kohler IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. Reseller agrees and acknowledges that all use of the Kohler IP, and any goodwill that results from such use, shall inure to the benefit of Kohler. Reseller's use of the Kohler IP shall be in accordance with any guidelines that may be provided by Kohler from time to time ("**Brand Guidelines**"), and must be commercially reasonable as to the size, placement, and other manners of use. Kohler reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Kohler IP at any time, without limitation. Reseller shall not create, register, or use any Kohler product name or trademark, or any misspelling or confusingly similar variation thereof, in any domain name, subdomain name, web address, URL or other electronic locator or address, including any social network or social media website (e.g., Facebook, YouTube, Twitter, etc.) unless agreed to by Kohler. Reseller shall ensure that its advertisements of the Products, and related promotional items are of sufficient quality to protect the reputation and goodwill associated with the Kohler IP in the minds of the consuming public. Reseller agrees to promptly alter, modify or change its use of the Kohler IP upon Kohler's written request. Reseller shall not use or permit the use of the Kohler IP on or in connection with the sale of products manufactured by companies other than Kohler. Reseller shall not modify the Kohler IP or create derivative works based upon the Kohler IP without Kohler's separate authorization. Reseller shall not use any photo(s) of Products other than those photos provided by Kohler, unless separately authorized by Kohler. Reseller shall not sell, rent, lease, license, sublicense, display, modify, time share, outsource or otherwise transfer the Kohler IP to any third party contrary to the terms of the Reseller Policy or any other agreement or policy governing the relationship between Kohler and Reseller.

6. **Termination.** If Reseller violates this Reseller Policy, Kohler reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a 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 Kohler Products or has any affiliation whatsoever with Kohler; and (iii) using all Kohler IP.

7. **Modification.** Kohler 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 Kohler IP, or use of any other information or materials provided by Kohler to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of Kohler 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 Kohler.