



## **Authorized Resale Policy**

Clean Control Corporation (the “Brand Owner”) hereby adopts this Resale Policy (this “Policy”) and requires that each person, firm or entity (as applicable, a “Reseller”) that purchases Brand Owner’s products (the “Products”) for resale or other distribution agree to comply with this Policy. Accordingly, this Policy is incorporated into, and hereby supplements, any contract entered into between Brand Owner and Reseller with respect to Reseller’s purchase or sale of the Products. Any Reseller failing to comply with this Resale Policy will face immediate termination of its account, revocation of its Authorized Reseller status, and/or further legal action.

1. **Sales to End Users Only.** Unless otherwise agreed with Brand Owner in writing, Reseller may only purchase Products for resale to consumers and end user customers and Reseller may not resell Products to distributors or for further distribution in any manner.
2. **Sales Restricted to Territory.** If Reseller purchases Products pursuant to a contract that obligates Reseller to resell the Products in a geographic territory, Reseller must comply with that obligation.
3. **No Sales to Online Marketplace.** In addition to any geographic or other restrictions on Reseller’s ability to resell the Products, Reseller may not advertise or sell the Products on the Amazon marketplace or any other online marketplace.
4. **Compliance with MAP.** If Brand Owner maintains a “minimum advertised price” or “MAP” or other policy that restricts the minimum price at which the Products may be advertised, Reseller may not advertise the Products at a price less than such minimum advertised price.
5. **Handling and Storage.** Reseller agrees to handle and store the Products in a safe manner and in compliance with Brand Owner’s storage and handling guidelines. Reseller will ensure that any Products it purchased are stored in secure, climate-controlled warehouses.
6. **Product Packaging and Display.** Reseller 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. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Brand Owner Products together with the Products in a manner that would create the impression that the non-Brand Owner Products are made by, endorsed by, or associated with Brand Owner.
7. **Locations / Reporting.** Reseller agrees to track the Products it purchases and to store all such Products at locations in compliance with this Policy. At Brand Owner’s request, Reseller will provide Brand Owner with (a) a list of all storage locations utilized by Reseller, (b) an inventory of Products maintained at each such storage location, and (c) physical

access for Brand Owner to perform an inventory to confirm the amounts and locations of Products at Reseller's stated locations.

8. Product Inspection. Promptly upon receipt of the Products, Reseller agrees to inspect the Products for damage, defect, evidence of tampering, or other non conformance (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Brand Owner at **info@cleancontrol.com**.

9. Recall and Consumer Safety. To ensure the safety and well-being of the end users of the Products, Reseller agrees to cooperate with Brand Owner with respect to any Product recall or other consumer safety information dissemination efforts.

10. Customer Service. Reseller will maintain customer service phone and email response functions as required by the Original Agreement to handle customer complaints, returns and other customer service functions. At Brand Owner's request, Reseller will provide any reports or other information requested by Brand Owner, with respect to a particular Product (whether by lot number or other identifying data) to determine the date or Reseller's purchase of the Product, the location where the Product was stored, and the dates on which the Product was sold or shipped by Reseller to a purchaser.

11. Product Loss and Theft. If any significant quantity of Products purchased by Reseller are lost or stolen, Reseller will promptly report such event to Brand Owner.

12. Report Unauthorized Resellers. If Reseller has information, or reasonably suspects, that any person is purchasing and reselling or distributing Products in a manner not authorized by Brand Owner, Reseller must promptly notify Brand Owner.

13. Support of Manufacturer's Warranty. Reseller may extend to any proper purchaser of the Products the original manufacturer's warranty in accordance with its terms. Reseller may not modify or alter the original manufacturer's warranty, represent or characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the Products.

14. Other Information, Documents and Reports. Reseller must provide Brand Owner with any supplemental information, documents and reports that Brand Owner may request in order to validate Reseller's compliance with this Policy and to support Brand Owner's warranty support and customer support obligations and initiatives.