



InSinkErator® Authorized Showroom Collection Reseller Policy

SHOWROOM
COLLECTION

InSinkErator manufactures and sells showroom hot water products, which it distributes through various showroom channels. InSinkErator has built a reputation for delivering innovative, high-quality products and support to its customers, and InSinkErator has determined that distributing products in a manner consistent with its premium brand image is an important part of how InSinkErator competes against other hot water product suppliers. InSinkErator has therefore adopted the following United States Independent Showroom Collection of hot water products reseller policy (the "Policy") to maintain InSinkErator's high quality image and brand goodwill. InSinkErator has adopted this Policy unilaterally and will enforce it strictly.

INSINKERATOR SHOWROOM COLLECTION RESELLER POLICY

Authorized Resellers are the only independent resellers permitted to resell these InSinkErator's showroom products. InSinkErator will determine which resellers qualify to become Authorized Resellers in its sole discretion. InSinkErator may de-authorize a previously Authorized Reseller at any time, at its sole discretion, without advance notice and without assuming any liability to itself.

InSinkErator expects Authorized Resellers to advertise, offer, and sell InSinkErator Showroom Collection hot water products in a manner that InSinkErator believes is consistent with InSinkErator's brand. InSinkErator believes that certain unauthorized sales or advertising tactics are likely to damage the investment that InSinkErator has made in offering high-quality products and service, are inconsistent with InSinkErator's distribution and marketing policies, and will undermine the image of InSinkErator's products in the marketplace. This includes, but is not limited to, the following types of unauthorized sales activities:

- Selling InSinkErator's Showroom Collection of hot water products through an internet site other than the reseller's own digital storefront unless authorized by InSinkErator (i.e., reseller.com).
- Selling InSinkErator's Showroom Collection of hot water products to purchasers for secondary resale (i.e., sales other than to end-user customers).
- Advertising InSinkErator's Showroom Collection of hot water products in a manner that InSinkErator deems inconsistent with its brand, including by advertising or promoting InSinkErator products at a price less than the "Internet Minimum Advertised Price" as set forth in InSinkErator's Internet Minimum Advertised Price Policy.
- Selling InSinkErator's Showroom Collection of hot water products to purchasers for secondary resale or for liquidation (i.e., sales other than to end-user customers).
- Failing to display Showroom Collection of hot water products in brick and mortar showrooms and/or displaying Showroom Collection hot water products inconsistent with InSinkErator brand approved product brand planograms.
- Failing to return defective Showroom Collection of hot water products or products returned by end-user customers to InSinkErator, unless an Authorized Reseller has written confirmation from InSinkErator that another disposition is acceptable.
- Failing to advertise that any open-box Showroom Collection of hot water products are "second-hand" or "used."
- Selling Showroom Collection of hot water products to third parties that appear on InSinkErator's "Do Not Distribute List," which will be furnished to Authorized Resellers from time-to-time.
- Using InSinkErator's Trademarks, marketing collateral, or copyrights without InSinkErator's express authorization or license.

- Selling InSinkEerator's showroom hot water products for export outside of the United States (directly or indirectly).
- Selling InSinkEerator's showroom hot water products through unapproved reseller's brick and mortar stores.
- Selling InSinkEerator's showroom hot water products through reseller's brick and mortar stores without receiving InSinkEerator approved annual showroom product training.

This list is not exhaustive, and InSinkEerator reserves its right to exercise its own independent discretion as to the accounts with whom it will deal. If an Authorized Reseller engages in an unauthorized sales activity, InSinkEerator reserves the right to:

- Cancel any existing orders from that Authorized Reseller or refuse new orders.
- Withhold any promotional allowances.
- De-authorize Authorized Resellers, thereby eliminating the benefits accruing to Authorized Reseller.
- Place the entity on InSinkEerator's "Do Not Distribute List."
- Only fulfill warranty claims of sales by Authorized Resellers.

InSinkEerator may modify this Policy at any time. This Policy applies to first-quality goods only. The Policy does not apply to distressed merchandise and closeouts as labeled by InSinkEerator.

BENEFITS

Authorized Resellers may advertise themselves as InSinkEerator Authorized Resellers in their advertising and will have access to exclusive content and images for use on their digital storefronts. In addition, Authorized Resellers will be listed as such as on InSinkEerator's internet site, <https://insinkerator.emerson.com/en-us/support/showroom-authorized-reseller>. Authorized Resellers also have access to exclusive product training for their online customer service representatives and periodic product and promotional opportunities. Since Authorized Resellers are the only independent resellers authorized by InSinkEerator to sell its products, customers of Authorized Resellers can be assured that InSinkEerator will promptly address any of their warranty claims or questions.

THE POLICY IS NOT A CONTRACT

InSinkEerator will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any reseller. InSinkEerator does not solicit and it will not accept any assurance of compliance with this Policy. Nothing in this Policy shall constitute an agreement between InSinkEerator and any reseller that the reseller will comply with this policy.