

UNGER ENTERPRISES – AUTHORIZED RESELLER POLICY

Purpose and Scope

This policy (the “Authorized Reseller Policy”) outlines Unger Enterprises, LLC’s (“Unger”) expectations for all authorized resellers which includes all resellers or distributors who purchase products directly from Unger under a contract or purchase order (“Authorized Resellers”). It is a unilateral policy that defines permissible sales channels, marketing standards, and conduct requirements. By purchasing Unger branded products from Unger (the “Products”) for resale, you agree to adhere to this Authorized Reseller Policy. Compliance with this Policy is required to maintain authorization to sell Unger products.

Unger believes that its end-user consumers are best served by having resellers who market Products as premium brand products and who provide an outstanding level of service and support to their end-user consumers.

Unger has also decided that, in order to maintain the value of the Unger brand and provide to consumers the experience they expect and associate with Unger’s brands in connection with its products, and in order to ensure high-quality support by resellers to end-users of those products, resellers must comply with the following policy.

1. Authorization for Sales. To protect our brand, ensure product quality, and maintain a premium consumer experience, Unger products may be marketed and sold to consumers only by Authorized Resellers who meet our standards. Unauthorized resellers are not permitted to represent themselves as authorized sellers, and products purchased from unauthorized sources may not be eligible for warranties or support. Authorized Resellers shall have the non-exclusive right to place orders for Unger products and to market, sell, and distribute the Products to purchasers located in the United States or in territories defined by Unger. Authorized Resellers may not sell Products on any prohibited marketplaces, without prior written authorization from Unger, which includes ebay.com, amazon.com, sears.com, Walmart.com, jet.com, craigslist.com, overstock.com, Rakuten.com or any website related to these websites. Authorized Resellers may sell Products on their own websites and other websites authorized by Unger in writing. Unger, in its sole and absolute discretion, may at any time terminate its approval for Authorized Reseller to market and sell Products at one or all of the permitted websites, and Authorized Reseller (or its Affiliate(s)) must cease all such marketing and sales on the applicable website(s) immediately upon receiving notice of such termination.
2. Online Marketplace Restrictions. Authorized Resellers may not sell Unger products on online marketplaces (e.g., Amazon, eBay, Walmart) without Unger’s prior written consent. Unauthorized online sales are strictly prohibited and may result in ceasing sales to any such reseller.
3. Unauthorized Purchasers and Sellers. Except as expressly permitted by Unger for wholesaler resellers, Authorized Reseller must not knowingly sell or transfer any of the Products to any person or entity for resale. Authorized Reseller must not sell or offer for sale any goods bearing a trademark, copyright, patent, or trade name associated with Unger or its Affiliates, which Authorized Reseller purchased or obtained from a source other than directly from Unger, its Affiliates, or from an authorized wholesale distributor of the Unger.

4. Territory Restrictions. Authorized Resellers may only sell Unger products within their approved geographic territories. Sales or solicitations outside the approved region require Unger’s written approval.
5. Authorized Reseller Obligations. Authorized Reseller must:
 - a. use its best efforts to display, promote, demonstrate, market, and sell the Products;
 - b. comply with any Unger Brand Guidelines provided by Unger to Authorized Reseller;
 - c. not sell or otherwise promote, advertise, market, or provide the Products outside of any agreed territory, or knowingly sell to any person or entity it knows or has reason to know will sell the Products outside of such territory, except as may be approved in writing by Unger prior to such sale;
 - d. not obscure or alter in any fashion any serial or batch number or any warning labels on any Product or its packaging;
 - e. promptly respond to all communications and correspondence from Unger, and comply with all reasonable guidelines, policies, and procedures issued by Unger from time-to-time;
 - f. comply with all the terms and conditions of this Policy; and
 - g. conduct and maintain at all times its operations in compliance with applicable laws.
6. Marketing and Promotional Materials. Authorized Resellers must only use materials provided by or approved by Unger (“Unger Materials”) for promotion and sale of Products. If Unger Materials are unavailable for specific Products or do not meet the needs of Authorized Reseller for any reason, Authorized Reseller must notify Unger in writing and may submit a proposal for substitute materials for Unger’s review. No Authorized Reseller-generated materials bearing Unger trademarks, Unger copyrighted materials or any photographs of Products (whether or not taken by Unger) may be used by Authorized Reseller without express approval from Unger in each instance.
7. MAP Policy. Authorized Reseller acknowledges that it has been informed of Unger’s Minimum Advertised Price (MAP) policy as they apply to the advertisement for sale of Products from resellers to Purchasers in the United States of America.
8. Policy Compliance and Enforcement. Failure to comply with this Policy may result in suspension or termination of reseller authorization. Unger reserves the right to update or amend this Policy at any time. Continued purchases of Products from Unger and sales or advertising of Unger products after such updates constitutes acceptance of the revised Policy.

If Unger determines that a reseller is in violation of this Authorized Reseller Policy, Unger may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

Any questions regarding this Authorized Reseller Policy must be emailed to: uebrandprotection@ungerglobal.com