

**The Brita Products Company Authorized Distributor and Wholesaler Policy**  
**Effective August 1, 2019**

This The Brita Products Company Authorized Distributor and Wholesaler Policy (the “**Policy**”) is issued by The Brita Products Company (“**Brita**”) and applies to Distributors and Wholesalers of Brita products (“**Products**”) in the United States of America and its territories (the “**Territory**”) and supplements any then-current Distributor or Wholesaler agreement between you and Brita. By purchasing Products from Brita for distribution to Authorized Resellers (as hereinafter defined), you (“**Distributor & Wholesaler**,” “**you**” or “**your**”) agree to adhere to the following terms and conditions. If you do not agree to adhere to the terms herein, do not purchase Products for purposes of resale. Until such status is otherwise revoked by Brita in Brita’s sole and absolute discretion, Distributor & Wholesaler shall be considered an “**Authorized Distributor & Wholesaler**” hereunder. In addition to all other available remedies, if Distributor & Wholesaler violates this Policy, Brita reserves the right to terminate Distributor & Wholesaler’s status as an Authorized Distributor & Wholesaler through written notice.

**1. Sales to Authorized Resellers.**

**1.1** Products shall be sold only to Authorized Resellers. An “**Authorized Reseller**” (i) is an individual or business entity that purchases the Products from an Authorized Brita Distributor & Wholesaler located within the Territory and resells the Products as part of a commercial enterprise; (ii) has received and adheres to The Brita Products Company Authorized Reseller Purchase Terms and Conditions; and (iii) has not had its Authorized Reseller status revoked by Brita. Authorized Resellers are determined by Brita in its sole discretion. For purposes of this Policy, Authorized Resellers shall not include any person or entity with a direct customer relationship with Brita, including but not limited to Amazon.com; sales by Distributor & Wholesaler to these entities are prohibited unless written authorization is provided from Brita. Distributor & Wholesaler shall not sell directly to End Users of the Products without prior written authorization from Brita. An “**End User**” is any 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.

**1.2** If any customer or prospective customer of Distributor & Wholesaler is not yet an Authorized Reseller, Distributor & Wholesaler must provide The Brita Products Company Authorized Reseller Purchase Terms and Conditions as well as other applicable policies to the customer or prospective customer. If the customer or prospective customer accepts The Brita Products Company Authorized Reseller Purchase Terms and Conditions, Distributor & Wholesaler may thereafter sell Products to such Authorized Reseller unless and until Brita revokes such Authorized Reseller’s status. If any customer ceases to comply with The Brita Products Company Authorized Reseller Purchase Terms and Conditions, Distributor & Wholesaler must immediately notify Brita and, if directed by Brita, discontinue sale of the Products to that customer. Sales of the Products to any persons or entities other than Authorized Resellers who Distributor & Wholesaler knows or has reason to know (either by being informed by Brita or by any other means) intend to resell the Products shall be deemed a material breach of this Policy and may result in sanctions from Brita, including termination of Distributor & Wholesaler’s status as an Authorized Distributor & Wholesaler, in addition to all other available remedies. Products sold to unauthorized persons, including sellers whose Authorized Reseller status has been revoked, and Products sold through unauthorized channels, including unauthorized websites, may not be eligible for certain Brita promotions, services, and/or benefits, including, unless prohibited by law, coverage under any Product guarantees or warranties.

**1.3** Distributor & Wholesaler shall cease or suspend sales to any customer promptly upon request of Brita.

## **2. Distributor & Wholesaler's Obligations.**

**2.1** Distributor & Wholesaler shall support Brita's sales programs and use best efforts to further the sale of the Products to Authorized Reseller customers within the Territory.

**2.2** Distributor & Wholesaler shall not market for sale, sell, invoice, promote, or ship the Products to any individual or business outside the Territory, or to any individual or business known to resell the Products outside the Territory, without obtaining Brita's prior written consent.

**2.3** Distributor & Wholesaler is not authorized to sell within the Territory Products purchased outside the Territory, without obtaining Brita's prior written consent.

### **2.4 Online Sales**

2.4.1 Distributor & Wholesaler may not sell the Products online anonymously. Distributor & Wholesaler is permitted to market for sale or sell the Products to Authorized Resellers only through websites owned or operated by the Distributor & Wholesaler, provided that such websites identify Distributor & Wholesaler's full legal name, mailing address, telephone number, and email address, and require the Authorized Reseller to obtain an account and log in to view Product listings and pricing information. Distributor & Wholesaler must notify Brita in writing of any owned and operated websites operating under a different business name than Distributor & Wholesaler's legal name.

2.4.2 Distributor & Wholesaler shall not market for sale or sell the Products directly to End Users of the Products through websites owned or operated by Distributor & Wholesaler, or websites owned and operated by any subsidiary or "D/B/A" of Distributor & Wholesaler, without the prior written consent of Brita.

2.4.3 Distributor & Wholesaler shall not sell the Products on or through any other website(s), including any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Target, or Walmart Marketplace without the prior written consent of Brita.

2.4.4 Unless separately authorized by Brita, Distributor & Wholesaler shall not hold inventory of the Products at any third-party fulfillment center nor use any third-party fulfillment service, such as Amazon Fulfillment Services, to fulfill any orders for the Products.

2.4.5 Brita reserves the right to limit sales of its Products, including online. Brita reserves the right to terminate, at any time and in its sole discretion, its approval for Distributor & Wholesaler to market and sell Products online, and you must cease all such marketing and sales immediately upon receiving notice of such termination.

2.4.6 Nothing in this paragraph 2.4 is intended to or shall modify the prohibition on marketing for sale, selling, invoicing, promoting, or shipping Products outside of the Territory without Brita's prior written consent.

**2.5** Distributor & Wholesaler shall carry an inventory of the Products adequate to meet the needs of its customers.

**2.6** Distributor & Wholesaler shall sell Products in their original packaging, with all seals intact. Distributor & Wholesaler shall not sell or label the Products as “used,” “open box,” or any similar descriptors. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), misbranding, adulterating and other alterations to Products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any lot code, batch code, UPC number, or other identifying information on Products is prohibited. Distributor & Wholesaler shall not remove or destroy any copyright notices, trademarks, or other proprietary markings on the Products, documentation, or other materials related to the Product. Further, Distributor & Wholesaler may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor & Wholesaler shall not represent or advertise any Product as “new” that has been returned open or repackaged.

**2.7** Distributor & Wholesaler shall comply with all instructions provided by Brita regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Distributor & Wholesaler shall store all Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with applicable laws, rules and regulations, and any additional storage or handling guidelines specified by Brita.

**2.8** Distributor & Wholesaler shall cooperate with Brita in any recall of the Products or other consumer safety dissemination effort.

**2.9** Distributor & Wholesaler shall promptly furnish information regarding Distributor & Wholesaler’s sales of the Products, including where and to whom Products are sold, when requested by Brita, at no charge to Brita. Distributor & Wholesaler shall comply with any Product tracking systems implemented by Brita.

**2.10** Distributor & Wholesaler shall maintain accurate and up-to-date company information and shall promptly notify Brita of any change in Distributor & Wholesaler’s telephone number, mailing address, email address, or other contact information.

**2.11** Distributor & Wholesaler shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products.

**2.12** Distributor & Wholesaler shall convey policy updates and other information to its Authorized Reseller customers upon request by Brita.

**2.13** Distributor & Wholesaler shall cooperate with Brita in the investigation and resolution of any quality or customer service issues related to Distributor & Wholesaler’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

**3. WARRANTY.** BRITA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. BRITA SHALL NOT BE LIABLE TO DISTRIBUTOR & WHOLESALER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

**4. Product Inspection.** Distributor & Wholesaler shall inspect the Products for damage, defect, evidence of tampering, broken seals, or other nonconformance immediately upon receipt. If any Product is damaged, defective, or otherwise nonconforming (a “**Defective Product**”), Distributor & Wholesaler

must not offer the Defective Product for sale and must report the defect to Brita. In the event that Distributor & Wholesaler receives a report of a Defective Product from an Authorized Reseller, Distributor & Wholesaler must also report the defect to Brita. Distributor & Wholesaler is responsible for all returns associated with claims of Defective Products made by its customers.

**5. Customer Service.** Distributor & Wholesaler's sales personnel must be trained to accurately describe, demonstrate, and sell each Product kept in Distributor & Wholesaler's inventory. At all times, Distributor & Wholesaler and Distributor & Wholesaler's agents must represent the Products in a professional manner and refrain from any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of the Brita brand. Distributor & Wholesaler agrees to cooperate fully with Brita in any investigation or evaluation of such matters.

**6. Consumer Confusion.** Distributor & Wholesaler shall not advertise, market, display, or demonstrate non-Brita products together with the Products in a manner that would create the impression that the non-Brita products are made by, endorsed by, or associated with Brita. Distributor & Wholesaler shall not advertise, offer for sale, or sell any Products as genuine that in fact are not or falsely or inaccurately represent the features of any Products.

**7. Product Representations.** Distributor & Wholesaler shall (i) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill, and reputation of Brita; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to Brita or the Products; (iii) make no false or misleading representations with regard to Brita or the Products; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to Brita or the Products; and (v) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Products that are inconsistent with the literature distributed by Brita.

**8. Intellectual Property.** Distributor & Wholesaler acknowledges and agrees that Brita or its licensors own all proprietary rights in and to the Brita brands, names, logos, trademarks, designations, service marks, trade dress, patents, copyrights, and other intellectual property related to the Products (the "**Brita IP**"). Distributor & Wholesaler shall refrain from questioning or challenging the rights claimed by Brita or its licensors in the Brita IP or assisting any others in doing so. Distributor & Wholesaler is granted a limited, non-exclusive, non-transferable, revocable sublicense to use the Brita IP in the Territory solely for purposes of marketing and selling the Products as set forth herein. This sublicense will cease upon termination of Distributor & Wholesaler's status as an Authorized Distributor & Wholesaler. Distributor & Wholesaler's use of the Brita Trademarks shall be in conformance with Brita's then-current trademark usage policies. Distributor & Wholesaler must display the appropriate trademark designation symbol - ® alongside registered trademarks, and ™ alongside any unregistered trademarks – anywhere that Distributor & Wholesaler displays trademarks owned by or licensed to Brita. Brita reserves the right to review and approve, in its sole discretion, Distributor & Wholesaler's use or intended use of the Brita IP at any time, without limitation. Upon request by Brita or its licensors, Distributor & Wholesaler shall be required to submit samples of its display or use of the Brita IP or of the Products sold under the Brita IP. All goodwill arising from Distributor & Wholesaler's use of the Brita IP shall inure solely to the benefit of Brita or its licensors. Distributor & Wholesaler shall not create, register, or use any domain name or any mobile application that contains any Brita product name or any trademark owned by or licensed to Brita, nor a misspelling or confusingly similar variation of any Brita product name or any trademark owned by or licensed to Brita.

**9. Termination.** In addition to all other remedies, if Distributor & Wholesaler violates this Policy, Brita reserves the right to terminate Distributor & Wholesaler's status as an Authorized Distributor &

Wholesaler with written or electronic notice. Upon termination of Distributor & Wholesaler's status as an Authorized Distributor & Wholesaler, Distributor & Wholesaler shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor & Wholesaler is an Authorized Distributor & Wholesaler of the Products or has any affiliation whatsoever with Brita; and (iii) using all Brita IP.

**10. Availability of Injunctive Relief.** If there is a breach or threatened breach of paragraphs 1, 2, 4, 5, 6, 7, 8, 9, or 13 of this Policy, it is agreed and understood that Brita shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Brita to exercise any right(s) herein or to insist upon full compliance by Distributor & Wholesaler with Distributor & Wholesaler's obligations herein shall constitute a waiver of any provision or otherwise limit Brita's right to fully enforce any or all provisions and parts thereof.

**11. Miscellaneous.** Brita reserves the right to update, amend, or modify this Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Distributor & Wholesaler's continued use, advertising, offering for sale, or sale of the Products, use of the Brita IP, or use of any other information or materials provided by Brita to Distributor & Wholesaler under this Policy following notice of the amendments will be deemed Distributor & Wholesaler's acceptance of the amendments. If any provision of this Policy is held contrary to law, the remaining provisions shall remain valid. The terms of this Policy and any dispute arising under it shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California without reference to conflicts of laws principles.

**12. Dispute Resolution.** Any disputes or differences occurring between the parties arising out of or in any way relating to this Policy, or their rights and responsibilities to each other, will be settled by arbitration under the then current rules of the American Arbitration Association. The decision and award of the arbitrator(s) will be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The place of arbitration will be Oakland, California, or any other place selected by mutual agreement of the parties. Nothing in the foregoing requirement that disputes or differences be submitted to arbitration will prohibit the right to seek provisional or equitable relief from any court having jurisdiction over the parties, including injunctive relief, pending a final award issued by the arbitrator(s); provided, however, this right is not intended to nor will it usurp the obligation of the parties to otherwise resolve such differences in accordance with this paragraph. Furthermore, nothing in this Policy is intended to or shall preclude Brita's ability to commence an action in a court of law for purposes of ascertaining the identity of any unauthorized seller of the Products.

**13. Confidentiality.** This Policy constitutes confidential, proprietary information of Brita 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 Brita.