

This Ergotron, Inc. Authorized Reseller Policy for the United States (“Policy”) is issued by Ergotron, Inc. (“Ergotron,” “we,” or “our”) and applies to Authorized Resellers of Ergotron products (“Product(s)”) in the United States of America. By purchasing Products, you (“Reseller,” “you,” or “your”) agree to adhere to these terms. Until such status is revoked, in Ergotron’s sole and absolute discretion, you will be an “Authorized Reseller.” This Policy supplements any then-current agreement between you and Ergotron related to the purchase and/or resale of the Products.

1. **Authorized Customers.** You are authorized to sell Products only to End Users in the United States. An “End User” is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party. You shall not sell or transfer Products to any person or entity you know or have reason to believe intends to resell the Products. You shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. You shall not sell, ship, or promote the Products outside the United States of America without our prior written consent.

2. **Online Sales.**

(a) You are authorized to offer for sale and sell Products through Authorized Websites. An “Authorized Website” is a website that has been previously disclosed to and approved by Ergotron through submission of the Authorized Partner Request Form available [here](#). Your continued authorization to offer for sale and sell Products through your Authorized Website(s) is contingent upon your adherence to the Online Sales Guidelines attached as Exhibit A.

(b) **You shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than an Authorized Website without our prior written consent.**

(c) We reserve the right to terminate, at any time and in our sole discretion, our approval for you to offer for sale and sell Products on the Authorized Websites, and you must cease all such offering for sale and sales on the Authorized Websites immediately upon notice of such termination. The terms of this Policy supersede any prior agreement between Ergotron and you regarding the sale of the Products online. Any authorization previously granted to you by Ergotron to sell the Products online that is inconsistent with this Policy is revoked.

(d) You agree to promptly notify Ergotron of any change to the information submitted on your Authorized Partner Request Form by contacting elitecircle@ergotron.com.

3. **Sales Practices.** You shall conduct your 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. You shall not make any warranties or representations concerning the Products except as expressly authorized by Ergotron. You shall comply with all applicable laws, rules, regulations, and policies (a) applicable to your business and/or (b) related to the marketing and sale of the Products. You shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Ergotron or the Products. You shall not advertise Products not carried in inventory. You shall only purchase Products from Ergotron or Ergotron’s Authorized Distributors in the United States.

4. **Product Care, Customer Service, and Other Quality Controls.** You shall comply with the Product Care, Customer Service, and Other Quality Controls attached as Exhibit B.

5. **Intellectual Property.**

(a) You acknowledge and agree that Ergotron owns all proprietary rights in and to the Ergotron brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Ergotron IP”). You are granted a limited, non-exclusive, non-transferable, revocable license to use the Ergotron IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of your status as an Authorized Reseller. All goodwill arising from your use of the Ergotron IP shall inure solely to the benefit of Ergotron.

(b) Your use of the Ergotron IP shall comply with any guidelines that we may provide and must be commercially reasonable as to the size, placement, and other manners of use. We reserve the right to review and approve, in our sole discretion, your use or intended use of the Ergotron IP at any time, without limitation. In marketing the Products, you shall only use images of Products either supplied by or authorized by Ergotron and shall ensure that all Product images and descriptions are accurate and up to date.

(c) You shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Product name or trademark, nor a misspelling or confusingly similar variation of the same.

6. **Termination.** We may review your activities for compliance with this Policy, and you agree to cooperate with any such investigation, including, but not limited to, permitting inspection of your facilities and records related to the Products. We may terminate your status as an Authorized Reseller with written notice. Upon termination of your status as an Authorized Reseller, you shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that you are an Authorized Reseller of the Products or have any affiliation whatsoever with Ergotron; and (iii) using all Ergotron IP.

7. **Modification.** We may amend this Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and your continued use, advertising, offering for sale, or sale of the Products, use of the Ergotron IP, or use of any other information or materials provided by Ergotron to you will be deemed your acceptance of the amendments.

EXHIBIT A
ONLINE SALES GUIDELINES

1. An Authorized Website must not give the appearance that it is operated by Ergotron or anyone other than you.
2. Anonymous sales are prohibited. An Authorized Website must conspicuously state your full legal or registered fictitious name, mailing address, and other contact information (e.g., telephone, chat, email).
3. You must provide an order confirmation and maintain post-purchase support services consistent with industry standards to ensure a satisfactory online purchasing experience, including, as applicable, shipment notifications, tracking information, and timely customer assistance regarding order status, delivery, or returns.
4. At Ergotron's request, you must reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.
5. An Authorized Website must prominently display your return policy, describing the terms and conditions under which products may be returned and expressly disclosing any applicable fees or deductions (e.g., restocking, handling, or return shipping costs).
6. An Authorized Website must have a mechanism for receiving customer feedback and inquiries. You must use commercially reasonable efforts to address all customer feedback and inquiries received in a professional and timely manner. You agree to provide copies of any information related to customer feedback (including any responses to customers) related to your sale of the Products to Ergotron for review upon request. You agree to cooperate with Ergotron in the investigation of any negative online review associated with your sale of the Products and to use reasonable efforts to resolve any such reviews. You shall maintain all records related to customer feedback for at least one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require you to disclose identifying information about your customers to Ergotron.
7. An Authorized Website must comply with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
8. You must ensure that the design, content, and functionality of an Authorized Website are professional and reflect favorably on our brand.
9. You must adhere to any guidelines that we provide related to order fulfillment. We reserve the right to review and approve fulfillment practices, including any drop-shipment arrangement (where a third party ships Products on your behalf to your customers).
10. You shall not permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than your own.

EXHIBIT B

PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Ergotron regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight.
2. 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. Sell standalone Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to the Products or their packaging are not permitted without Ergotron's consent. For clarity, you are permitted to deliver Products to an integrator for assembly into larger equipment systems on behalf of End Users.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
4. Do not advertise or resell as "new" any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Ergotron at customerservice@ergotron.com.
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable warranty or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Ergotron. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Ergotron reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Ergotron. Cooperate with Ergotron in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
8. As between you and Ergotron, you shall be responsible for all fulfillment to your customers who order Products, any applicable taxes associated with such purchases of Products, and any returns of Products.
9. Cooperate with Ergotron with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with Ergotron with respect to any Product recall or other consumer safety information dissemination efforts.
11. Implement commercially reasonable loss prevention and anti-diversion measures. Notify Ergotron promptly in the event of a theft or other loss of a material quantity of Products.
12. Report to Ergotron any customer complaint or adverse claim regarding the Products and assist Ergotron in investigating any such complaints or adverse claims.
13. Cooperate with Ergotron in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.