

**BLANCO CANADA  
CANADA AUTHORIZED INTERNET RESELLER AGREEMENT**

THIS INTERNET AGREEMENT (the "Agreement") is made effective the date of its execution (the "Effective Date"), by and between BLANCO Canada Inc., with principal offices at 100 Corporation Dr., Brampton, Ontario ("BLANCO"), and the authorized Internet reseller that has executed this Agreement ("Reseller"). BLANCO and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

1. Internet Appointment. BLANCO grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute Blanco Products (the "Products") to the ultimate consumer of the Products ("End-Users") and contractors or designers for install ("Installation Professionals") located in Canada (the "Territory") only in brick and mortar locations and on the Internet URL locations listed in the then-current Internet Reseller Profile attached hereto as Schedule A and approved by BLANCO.
2. Third-Party Internet Marketplaces. Reseller, *ONLY if listed and approved by BLANCO in Schedule A*, shall be allowed to sell or advertise Products on certain approved third-party Internet marketplaces under certain approved names.
3. Re-Distribution. Reseller shall not knowingly re-distribute the Products. Specifically, Reseller shall not, without written permission from BLANCO, sell or transfer any of the Products to any person or entity for resale other than installation professionals for install. Reseller agrees to restrict, cease, or limit the sale of Products to anyone at the request of BLANCO. Reseller shall not obscure or alter any Product, label, or packaging in any fashion.
4. Geographic Sales Boundary. Reseller may only sell and advertise for sale the Products within the Territory. BLANCO hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.
5. Sales by Auction. Sales by the Reseller of Product(s) by way of online auction are prohibited.
6. Liquidated Damages. For each occasion that Reseller breaches Sections 1, 2, 3, 4, or 5 of this Agreement by engaging in the unauthorized sale of Products, in addition to all other remedies available to BLANCO under this Agreement and at law, Reseller agrees to pay BLANCO, as liquidated damages and not as a penalty, five times (5X) the MSRP of the Product(s) per unit of Product. The parties agree that these damages are not punitive.
7. Intellectual Property and Website Content. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products to End-Users and install professionals within the Territory, subject to the restrictions and limitations described in Schedule B of this Agreement.
8. Reseller Obligations. During the Term of this Agreement, Reseller shall:
  - a. promote, market, and sell the Products;
  - b. maintain qualified personnel with knowledge of the specifications, features, and use of the Products;
  - c. provide quality post-sale return support for all customers, including End-Users that purchase the Products. Reseller must clearly display company contact information, hours of operation and have direct customer service supporting BLANCO's warranty;
  - d. clearly display Reseller's privacy policy, terms and conditions, product return policy and Blanco's warranty must be clearly displayed on Reseller's website;
  - e. agree to restrict, cease, or limit sales to any customer at the request of BLANCO;
  - f. preserve the reputation and goodwill of BLANCO and the Products and avoid any illegal or unethical actions, including, but not limited to, "bait and switch" practices;
  - g. comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by BLANCO;

h. only use the current up-to-date Licensed IP in association with the Products, unless Reseller obtains written permission from BLANCO. Approved content can be obtained from [brandprotection@blanco.com](mailto:brandprotection@blanco.com);

i. provide a broad selection of BLANCO Products and shall not include any advertising, test, links, images, graphics, or cross-selling of competing brand items on Blanco product pages;

j. maintain and utilize a mechanism for soliciting customer feedback and/or reviews and addressing that feedback in a timely matter.

k. conduct and maintain at all times its operation in compliance with all applicable federal and state laws and regulations, FTC consent orders, county, city, or provincial ordinances and regulations, and any other applicable law, regulation, or ordinance. Reseller agrees not to engage in any unfair trade practices, protect consumers' personal information. Reseller shall indemnify and hold BLANCO harmless from any cost or liability, including costs of litigation and attorney's fees as may be incurred in defending any actions brought against BLANCO or its officers, employees, or agents that may result from a violation of this paragraph;

l. operate a physical street address and a landline telephone number for contact by its customers and must advise customers of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient; and

m. comply with additional terms of sale as otherwise provided by BLANCO and as such terms may change from time to time by BLANCO in its sole discretion.

9. POS Reporting. Reseller agrees to provide BLANCO Point of Sale ("POS") Reports on a monthly basis in a form acceptable to BLANCO. Blanco reserves the right to request from Reseller further information including reports of inventories, sales and other pertinent information regarding its handling of Products. BLANCO shall grant Reseller at least five (5) business days with which to comply with any such request.

10. Rewards Programs. Internet sales of BLANCO Products are NOT eligible for BLANCO Rewards or other similar programs.

11. Term. The ("Term") of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date. This Agreement will automatically renew for consecutive one (1) year Terms thereafter.

12. Breach. Any violations of the terms of this Agreement shall be deemed a breach of the Agreement, entitling BLANCO to terminate the Agreement immediately or take any other action allowed under the law.

13. Termination. This Agreement may be terminated as follows:

a. by BLANCO immediately upon notice to Reseller in the event of a breach of any of the terms of this Agreement; or

b. by BLANCO or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.

14. Obligations Upon Expiration/Termination.

a. Authorization. Upon expiration or termination of this Agreement for any reason, Reseller shall immediately cease to purchase, advertise, and/or sell BLANCO products; cease to represent itself as an authorized reseller of BLANCO products; cease all use of BLANCO's intellectual property. Reseller agrees to immediately remove any and all Internet listings of BLANCO products.

b. Repurchase Option. Within ten (10) days of termination of this Agreement for any reason, Reseller agrees to provide BLANCO with a list of its inventory of the Products. BLANCO, at its option, will have the right to repurchase from Reseller any or all saleable Products in Reseller's inventory by sending written notice of the exercise of such option within thirty (30) days from receipt of the inventory list. The purchase price of such Products will be at the net invoice prices at which the Products were originally purchased by Reseller, less any discounts or allowances. If BLANCO chooses to repurchase any products, Reseller agrees, at Reseller's expense, to deliver the products within thirty (30) days. If such option to

repurchase is not exercised by BLANCO, Reseller is prohibited from reselling any remaining inventory of the Products on the Internet.

15. UMAPP. Reseller acknowledges that Reseller has been informed of BLANCO's Unilateral Minimum Advertised Price Policy ("UMAPP") as it applies to the advertisement for sale of BLANCO Products from resellers to End-Users in Canada. There is no agreement, express or implied, between BLANCO and Reseller with respect to the advertised or resale pricing of Products, however, if Reseller chooses to not acquiesce with UMAPP, BLANCO has a right to stop supplying Products to Reseller. If anyone tries to coerce Reseller to agree to the price at which Reseller advertises or resells BLANCO Products, such action shall be considered void and without effect and Reseller shall promptly notify BLANCO's UMAPP Committee at [brandprotection@blanco.com](mailto:brandprotection@blanco.com).

16. Amendments & Waivers. Except as otherwise set forth in this Section, this Agreement may be amended, waived, or modified only by a written instrument signed by both Parties. Notwithstanding this, BLANCO may amend any Schedule in this Agreement by providing notice to the Reseller, and any such amendment shall become effective immediately upon delivery of such notice.

17. Entire Agreement. This Agreement, the Schedules, any additional terms and conditions of BLANCO, BLANCO's written invoices, and any and all personal guarantees or assurances of payment by Reseller set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.

18. Limitation on Liability. RESELLER ACKNOWLEDGES AND AGREES THAT BLANCO SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT, NON-SHIPMENT, OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL BLANCO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE). THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

19. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes, and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Burlington County or the United States District Court for the District of New Jersey.

20. Choice of Language. The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including notices, have been and shall be drawn up in the English language only.

*Les parties aux présent confer ment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachent, soient rédigés en anglais seulement*

21. Electronic Execution. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.* ("ESIGN"), the Personal Information Protection Electronic Documents Act, SC 2000, c. 5 ("PIPEDA"), the Uniform Electronic Commerce Act ("UECA"), and the Quebec Act to Establish a Legal Framework for Information Technology, SQ 2001, c. 32, the parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it.

Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

SCHEDULE A

**URLs and/or Internet Marketplace and Seller ID**

Internet URL or Marketplace/ Seller Name ID	Approved by BLANCO
	[ ]
	[ ]
	[ ]
	[ ]
	[ ]
	[ ]

## SCHEDULE B

### **Intellectual Property Restrictions**

#### **A. General**

1. Reseller shall ensure that the Licensed IP is:
  - a. used in conjunction with the ® or TM designations as directed by BLANCO;
  - b. not modified in any manner without the prior written consent of BLANCO;
  - c. used alone without any other terms, marks, or designs which may detract from the Licensed IP; and
  - d. displayed according to specifications which BLANCO may provide or amend from time to time.
  
2. Reseller shall perform all acts requested by BLANCO to ensure that the nature and quality of Reseller's use of the Licensed IP is consistent with the premium BLANCO brand and does not detract from the goodwill associated with the Licensed IP. Reseller is specifically prohibited from registering or using any domain name containing any BLANCO owned or licensed brand names or any other trademark used or owned by BLANCO.
  
3. Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of BLANCO. Reseller shall not do anything inconsistent with BLANCO's ownership of the Licensed IP, including, but not limited to, using, causing, or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), metadata tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or BLANCO's title to or rights in the Licensed IP.
  
4. Reseller shall not use the Licensed IP in a manner that disparages BLANCO or the Products, blurs, dilutes, or otherwise diminishes the Licensed IP, or portrays BLANCO, its brands, or the Products in a false or poor light or in any way that detracts from Blanco's premium image.
  
5. Reseller shall promptly inform BLANCO of any action or conduct of any person which may infringe upon any of BLANCO's intellectual property rights. Reseller shall cooperate fully with BLANCO in connection with any legal action taken by BLANCO in connection with any such infringement.

#### **B. URLs/ Domains**

Reseller's domain(s) and URL(s) must **not** contain the word "BLANCO" or any current or future trademarks or brands of BLANCO, including any variation or combination of these words or trademarks with each other or with other words, such as, [www.joesBLANCOheadquarters.ca](http://www.joesBLANCOheadquarters.ca)

**Exception:** Trademarks authorized by BLANCO for online use by Reseller may appear in the text to the right of the ".ca/" extension, such as, [www.joesshop.ca/BLANCO.htm](http://www.joesshop.ca/BLANCO.htm).

#### **C. Website Content and Online Advertisements**

1. Reseller must not suggest or imply that its website, advertisement, sponsored link, or any other online marketing used or paid for by Reseller is in any way related to the official BLANCO website or any of its brands' websites that are owned and operated by BLANCO.

**Examples of Prohibited Phrases:** Terms such as "Official BLANCO Headquarters," "BLANCO Home," "BLANCO Official Store," and "BLANCO.ca" are always prohibited.

2. Reseller must not use superlatives to describe the quantity of inventory, the pricing of Products, or

the online shopping experience, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller.

**Examples of Prohibited Phrases:** Phrases such as “largest available online offering of BLANCO,” “lowest prices – BLANCO,” or “best BLANCO website” are prohibited.

3. Reseller must accurately describe Products using the Authorized Marks.
4. Reseller must use only the current versions of Product images, logos, marketing banners, and video clips provided authorized by BLANCO on any website, advertisement, sponsored link, or any other on-line marketing.