

**BLANCO
CANADA RESELLER POLICY**

By purchasing BLANCO products for resale, you agree to adhere to this Reseller Policy.

BLANCO Canada Inc. ("BLANCO") offers consumers distinctive designs and quality that meets their demands and is committed to maintaining this high-end, quality image of the BLANCO brand. BLANCO has selectively appointed key Showrooms, Wholesalers, Distributors, Retailers and Kitchen and Bath Dealer customers to promote and sell BLANCO products. BLANCO also has established marketing, display and sales strategies in place with to protect premium brand image.

In order to ensure BLANCO resellers are able to sustain healthy margins on BLANCO products and ensure that BLANCO's end-users are being provided a quality sales experience and customer support, BLANCO has announced this Reseller Policy (the "Reseller Policy"). BLANCO believes that its end-user customers are best served by having resellers who market BLANCO's products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

BLANCO has also decided that, in order to maintain and protect the viability of the BLANCO reseller network for its products, in order to protect the value associated with BLANCO'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 terms and conditions:

1. **Internet Sales Prohibited**. Resellers shall be prohibited from selling BLANCO products on the Internet unless they apply, are approved by BLANCO, and execute an Authorized Internet Reseller Agreement regulating the manner in which they sell online;
2. **Re-Distribution**. Resellers shall not re-distribute products. Specifically, resellers shall not sell or transfer any BLANCO products to any person or entity for resale on the Internet. Resellers agree to restrict, cease, or limit the sale of BLANCO products to anyone at the request of BLANCO;
3. **Geographic Sales Boundary**. Resellers may only sell and advertise for sale BLANCO products within Canada. BLANCO hereby expressly prohibits resellers from soliciting or consummating sales outside of Canada;
4. **Intellectual Property**. The use of the intellectual property of BLANCO, including, but not limited to trademarks, tradenames, product images, marketing banners, and other digital assets is allowed for the advertising and sale of BLANCO products in brick & mortar stores unless objected to by Blanco;
5. **Sales Practices**. Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by BLANCO. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of BLANCO products;
6. **Quality Controls**. Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by BLANCO;
7. **Service**. Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all BLANCO products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;
8. **Product Packaging**. Resellers shall sell BLANCO products in their original packaging. Relabeling and other alterations are not permitted. Resellers are permitted to over-pack products and taking other steps to ensure the Products arrive damage-free. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited; and
9. **Additional Terms and Conditions**. Resellers agree to comply with the additional terms and conditions set forth by BLANCO from time to time which may be changed by BLANCO in its sole discretion.

BLANCO reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the amendments.

If BLANCO determines that a reseller is in violation of this Reseller Policy, BLANCO 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 Reseller Policy must be emailed to: brandprotection@blanco.com