

Authorized Distributor Policy

PROGRAM EFFECTIVE DATE:
June 1, 2019 – Until discontinued or suspended



SuperSprings International, Inc.
505 Maple Avenue
Carpinteria, CA 93013

WEBSITE supersprings.com
PHONE (805) 745-5553
EMAIL info@supersprings.com

This SuperSprings International Inc. Authorized Distributor Policy (“Distributor Policy”) is issued by SuperSprings International Inc. (“SuperSprings”) and applies to distributors of SuperSprings products (“Product(s)”) in the United States of America. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and SuperSprings. By purchasing Products from SuperSprings for distribution to Authorized Resellers (as hereinafter defined), you (“Distributor,” “you” or “your”) agree to adhere to the following terms and conditions. Until such status is otherwise revoked by SuperSprings in its sole and absolute discretion, Distributor shall be considered an “Authorized Distributor” hereunder.

1. **Authorized Customers.** Distributor is authorized to sell Products purchased from SuperSprings to Authorized Resellers. Distributor shall not sell Products to End Users without the prior written consent of SuperSprings.
 - (a) An “Authorized Reseller” is an individual or business entity that:
 - (i) purchases Products from SuperSprings or an Authorized Distributor and resells the Products as part of a commercial enterprise;
 - (ii) has received and agrees to adhere to the SuperSprings International Inc. Authorized Reseller Policy; and
 - (iii) has not had its Authorized Reseller status revoked by SuperSprings.
 - (b) 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.
 - (c) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the SuperSprings International Inc. Authorized Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the SuperSprings International Inc. Authorized Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until SuperSprings revokes such status. Authorized Resellers are determined by SuperSprings in its sole discretion.
 - (d) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Reseller customers as requested by SuperSprings from time to time.
 - (e) Distributor shall cease or suspend sales to any customer promptly upon request of SuperSprings.
 - (f) Distributor shall not sell, ship, invoice, or promote Products outside the United States of America or to anyone Distributor knows or has reason to know intends to ship the Products outside the United States of America without the prior written consent of SuperSprings.
 - (g) Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to Amazon.com, Groupon.com, or Jet.com.
2. **Online Sales.** Distributor shall not market or offer for sale Products on or through any Publicly Accessible Website without the prior written consent of SuperSprings. A “Publicly Accessible Website” is a website, online marketplace, mobile

application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in. **All third-party marketplace websites, including, but not limited to, Amazon, eBay, Jet, Walmart Marketplace, or Sears Marketplace, are Publicly Accessible Websites. Sales on these websites are prohibited without the prior written consent of SuperSprings.**

A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

The terms of this Distributor Policy supersede any prior agreement between SuperSprings and Distributor regarding the sale of Products on Publicly Accessible Websites. Any authorization previously granted to Distributor by SuperSprings to sell the Products on a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor shall conduct its 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by SuperSprings. Distributor shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of SuperSprings.
4. **Product Care, Customer Service, and Other Quality Controls.**
 - (a) Distributor shall comply with all instructions provided by SuperSprings regarding the storage, handling, shipping, inspection, disposal, or other aspect of the Products, including instructions provided on Product labels or set forth in the SuperSprings International Inc. Product Quality Guidelines attached hereto as Exhibit A, as may be amended by SuperSprings from time to time.
 - (b) Distributor shall 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. Distributor shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Distributor shall not alter Products.
 - (c) Distributor shall not represent or advertise any Product as “new” that has been returned open or repackaged.
 - (d) Promptly upon receipt of the Products, Distributor shall visually inspect the Products in their original packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Distributor must not offer the Product for sale and must promptly report the Defect to SuperSprings at warranty@supersprings.com.
 - (e) Distributor shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection, installation, and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Distributor must be available to respond to customer questions and

concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Product Data (PIES) and Application Data (ACES) sheets can be found at www.supersprings.com/learn-more/resources (password: 93013).

- (f) Distributor shall cooperate with SuperSprings with respect to any Product tracking systems that may be implemented from time to time.
 - (g) Distributor shall cooperate with SuperSprings with respect to any Product recall or other consumer safety information dissemination efforts.
 - (h) Distributor shall report to SuperSprings any customer complaint or adverse claim regarding the Products of which it becomes aware. Distributor shall assist SuperSprings in investigating any such complaints or adverse claims.
 - (i) Distributor shall cooperate with SuperSprings in the investigation and resolution of any quality or customer service issues related to Distributor's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
5. **Intellectual Property.** Distributor acknowledges and agrees that SuperSprings owns all proprietary rights in and to the SuperSprings brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "SuperSprings IP"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the SuperSprings IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the SuperSprings IP shall inure solely to the benefit of SuperSprings or its licensor. Distributor's use of the SuperSprings IP shall be in accordance with any guidelines that may be provided by SuperSprings from time to time ("Brand Guidelines") and must be commercially reasonable as to the size, placement, and other manners of use. SuperSprings reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the SuperSprings IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any SuperSprings product name or any trademark owned by or licensed to SuperSprings, nor a misspelling or confusingly similar variation of any SuperSprings product name or any trademark owned by or licensed to SuperSprings.
6. **Policy Compliance.** SuperSprings reserves the right to monitor Distributor's activities for compliance with this Distributor Policy and Distributor agrees to cooperate with any such compliance inquiry, including, but not limited to, permitting inspection of Distributor's facilities and records related to the sale of the Products. If Distributor violates this Distributor Policy, SuperSprings reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of a Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of SuperSprings Products or has any affiliation whatsoever with SuperSprings; and (iii) using all SuperSprings IP.
7. **Modification.** SuperSprings reserves the right to update, amend, or modify this Distributor Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Distributor's continued use, advertising,

offering for sale, or sale of the Products, use of the SuperSprings IP, or use of any other information or materials provided by SuperSprings to Distributor following notice of the amendments will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy, and its attachments, if any, constitute confidential, proprietary information of SuperSprings 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 SuperSprings.

EXHIBIT A

SUPERSPRINGS INTERNATIONAL INC. PRODUCT QUALITY GUIDELINES

1. The Products shall be stored unopened.
2. The Products shall be kept out of direct sunlight and not stored in temperatures below 32° (0°C) or above 75° (24°C) for prolonged periods of time.
3. The Products shall be stored in a low humidity environment where the Products and the Products' packaging are not susceptible to rust, mold or mildew.
4. The Products shall be stored in an environment where the Products' packaging is not susceptible to punctures, dents, or other physical damage.
5. The Products shall be stored in sanitary conditions and away from any volatile chemicals.
6. Prior to being sold, all Products shall be inspected for any damage or nonconformance, including broken seals, punctured packaging, and visible soiling.