



**INGERSOLL RAND AUTHORIZED RESELLER POLICY**  
**(Power Tools - Canada)**  
**Effective Date: July 1, 2020**

This Ingersoll Rand Authorized Reseller Policy (“Reseller Policy”) is issued by IR Canada Sales & Service ULC (“Company”) and supplements the Reseller Agreement between you (“Reseller” or “you”) and Company (the “Agreement”). By purchasing Products (as defined in the Agreement) from Company for retail sale to End Users (as hereinafter defined) and distribution to Authorized Third-Party Resellers (as hereinafter defined), you agree to adhere to the following terms and conditions. Until such status is otherwise revoked by Company in its sole and absolute discretion, Reseller shall be considered an “Authorized Reseller.” Company may review Reseller’s activities for compliance with all parts of the Reseller Agreement, including this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting Company to inspect Reseller’s facilities and records related to the sale of Products.

1. **Authorized Customers.**

(a) Reseller may sell Products solely to Authorized Third-Party Resellers or End Users.

(b) An “Authorized Third-Party Reseller” is an individual or business entity that: (i) purchases Products from Reseller and resells the Products as part of a commercial enterprise; (ii) has received and agrees to adhere to the Ingersoll Rand Authorized Third-Party Reseller Policy; and (iii) has not had its Authorized Third-Party Reseller status revoked by Company.

(c) An “End User” is any purchaser of Products who is the ultimate consumer of the Products and does not intend to resell the Products to any third party.

(d) If any customer or prospective customer of Reseller that seeks to purchase Products for resale is not yet an Authorized Third-Party Reseller, Reseller shall immediately provide the Ingersoll Rand Authorized Third-Party Reseller Policy to such customer or prospective customer. If such customer or prospective customer accepts the terms in the Ingersoll Rand Authorized Third-Party Reseller Policy, Reseller may thereafter sell Products to such customer, which shall thereafter be an Authorized Third-Party Reseller unless and until Company revokes such status. Authorized Third-Party Resellers are determined by Company in its sole discretion.

(e) Reseller shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Third-Party Reseller customers as requested by Company from time to time.

(f) Reseller shall cease or suspend sales to any customer promptly upon Company’s request.

(g) Notwithstanding Sections 2(b) and 2(d), Reseller shall not sell Products to or through any entity that operates an online marketplace, including, without limitation, Amazon.com, Groupon.com, or Jet.com, without the prior written consent of Company.

(h) Reseller shall not sell, ship, invoice, or promote Products outside Canada or to anyone Reseller knows or has reason to know intends to ship Products outside Canada without Company’s prior written consent.

2. **Online Sales.** Reseller is authorized to advertise and sell Products through Permissible Public Websites and Permissible Non-Public Websites (collectively, “Permissible Websites”) in accordance with the terms herein.

(a) A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Reseller in Reseller’s legal name or registered fictitious name provided in advance to Company;
- (ii) conspicuously states Reseller’s legal name or registered fictitious name, mailing address, telephone number, and email address;
- (iii) does not give the appearance that it is operated by Company or any third party; and
- (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Company may amend from time to time.



- (b) A “Permissible Non-Public Website” is a website or mobile application that:
- (i) is operated by Reseller in Reseller’s legal name or registered fictitious name provided in advance to Company;
  - (ii) conspicuously states Reseller’s legal name or registered fictitious name, mailing address, telephone number, and email address;
  - (iii) does not give the appearance that it is operated by Company or any third party;
  - (iv) is primarily used to facilitate orders from Authorized Third-Party Resellers; and
  - (v) does not display Product pricing information in a manner that can be viewed without registering for an account and logging in.

(c) **Reseller shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Website without the prior written consent of Company. Sales on third party marketplace websites such as Amazon, eBay, Jet, Walmart Marketplace, or Sears Marketplace are prohibited without Company’s prior written consent.**

(d) Company reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on the Permissible Websites, and Reseller must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination.

(e) The terms of this Reseller Policy supersede any prior agreement between Company and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Company to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

### 3. **Quality Controls and Customer Service.**

(a) Reseller shall comply with all instructions provided by Company regarding the storage, handling, shipping, disposal, and other aspects of Products, including instructions provided on Product labels or set forth in any applicable Product-specific agreement or policy.

(b) Reseller shall sell Products in their original packaging only. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted, unless approved in advance by Company.

(c) Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products.

(d) Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.

(e) Reseller shall not represent or advertise any Product as “new” that has been returned open or repackaged and shows signs of use.

(f) Promptly upon receipt of Products, Reseller shall inspect the Products and their packaging for any damage, defects, evidence of tampering, or other nonconformance (“Defect”). If any Defect is present, Reseller must not offer the Product for sale and must promptly report the Defect to Company.

(g) Reseller 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 and safe use of the Products, as well as any applicable warranty, guarantee, or return policy.

(h) Reseller shall be available to respond to customer questions and concerns both before and after the sale of Products and should endeavor to respond to customer inquiries promptly.



(i) Reseller shall cooperate with Company with respect to any Product tracking systems that may be implemented from time to time. Additionally, Reseller shall maintain in Canada such documents and records (and for such period of time) as may be required by applicable law to ensure that Products may be traced in the event of a product recall or safety incident.

(j) Reseller shall cooperate with Company with respect to any Product recall or other consumer safety information dissemination efforts. If any regulatory authority issues a recall or takes similar action in connection with the Products, or if Company determines that an event, incident or circumstance has occurred which requires a recall or market withdrawal of the Products, Company shall advise Reseller. Company shall have the right to control and manage any Product recall. Reseller shall cooperate fully with Company in the event of a Product recall or any consumer safety information dissemination efforts. Reseller shall provide Company with information regarding Reseller's sales of the Products when requested by Company, at no charge, and in the case of information requested in connection with a recall of any Product within twenty-four (24) hours. In the event of a recall, Reseller shall pay all costs and expenses incurred by Reseller resulting from such recall and to the extent that the recall arises out of or results from the negligence of the Reseller, Reseller shall also be responsible for the expenses and costs incurred by Company in respect of such recall.

(k) Reseller shall promptly report to Company any customer complaint or adverse claim regarding Products of which it becomes aware. In the event the customer complaint or adverse claim relates to an incident or occurrence that resulted or may reasonably have been expected to result in serious injury to an individual or serious adverse effects on an individual's health (including, without limitation, if such complaint or adverse claim relates to incorrect or insufficient labelling instructions or the lack of a label or instructions), Reseller shall immediately report such complaint or adverse claim to Company. Reseller shall fully cooperate with Company and assist Company in investigating all complaints or adverse claims regarding the Products. As between the parties, Company shall have the sole authority to correspond with regulatory authorities with respect to complaints or adverse claims regarding the Products.

(l) Reseller shall cooperate with Company in the investigation and resolution of any quality or customer service issues related to Reseller's sale of Products, including disclosing information regarding Product sources, shipment, and handling.

(m) Reseller 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.

(n) Reseller shall not make any representations or warranties concerning Products except as authorized by Company.

(o) Reseller shall represent Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Company.

4. **Modification.** Company reserves the right to update, amend, or modify this Reseller Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of Company's intellectual property, or use of any other information or materials provided by Company to Reseller following notice of the amendments will be deemed Reseller's acceptance of the amendments.

5. **Language.** The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.



## EXHIBIT A

### INGERSOLL RAND ONLINE SALES GUIDELINES

Reseller's approval to sell Company Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Websites must not give the appearance that they are operated by Company or any third party.
2. The Permissible Public Websites must feature a professional and visually appealing design that is consistent with and will promote Company's image and goodwill with the target consumer population.
3. Anonymous sales are prohibited. Reseller's full legal name, or registered fictitious name provided in advance to Company; mailing address; email address; and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites.
4. At Company's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
5. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Company for review upon request. Reseller agrees to cooperate with Company in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews.
6. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, anti-spam, and data security laws, regulations and industry standards, including, but not limited to, the Personal Information Protection and Electronic Documents Act (Canada), S.C. 2000, c. 5 and similar provincial privacy legislation, Canada's Anti-Spam Legislation, S.C. 2010, c. 23 ("CASL") and the Payment Card Industry Data Security Standard ("PCI DSS"), including without limitation all notice, consent and unsubscribe obligations thereunder. Reseller shall maintain and make available on the Permissible Public Websites detailed privacy policies that accurately describe its personal information practices and will remain in compliance with its privacy policies and the requirements of any contract to which it is a party. Reseller will maintain throughout the term of the Agreement a comprehensive written information security governance program, which will include reasonable and appropriate physical, administrative and technological controls designed to prevent the unauthorized access to, use, disclosure, destruction, or loss of personal information in Reseller's custody and control. Reseller will not send or cause or permit to be sent any commercial electronic messages or install or cause to be installed any mobile applications or other computer programs, as such terms are defined under CASL, on behalf of Company. Reseller will solely be responsible for all commercial electronic messages sent in connection with this Agreement.
7. Reseller shall be responsible for all fulfillment to Reseller's customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products. Reseller must fulfill orders in a timely manner following receipt of an order.
8. Unless separately authorized by Company in writing, Reseller shall not use any third party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Reseller fulfill orders in any way that results in the shipped Product coming from stock other than Reseller's.
9. In marketing the Products on the Permissible Public Websites, Reseller must only use images of Products either supplied by or authorized by Company and shall keep all Product images and descriptions up to date.
10. Reseller must have market acceptable delivery times for Products advertised on the Permissible Public Websites.
11. The Permissible Public Websites must display Company's official "Authorized Online Seller" logo.



12. Reseller must provide exceptional customer service through the Permissible Public Websites including, but not limited to, providing shipping and tracking notifications to customers for any order placed on the Permissible Public Websites.
13. Reseller agrees to share point of sale data with Company annually or as otherwise reasonably requested by Company, including sales volume and unit data by SKU. Prior to sharing any such point of sale data with Company, Reseller must ensure that the data has been rendered anonymous (i.e. non-identifiable) as to any identifiable individual.
14. Reseller may only offer genuine parts for Company-branded Products through the Permissible Public Websites.