



AUTHORIZED RESELLER POLICY

Effective as of May 1, 2017

Weiman Products, LLC (“Weiman”) is a specialty cleaning products company offering high-quality and innovative products which are specially formulated to care for dozens of surfaces and clean-up life’s toughest messes. Weiman’s consumer division includes products (together, the “Weiman Products”) under eight well recognized brands -- Weiman, Goo Gone, Magic, Stone Care International, Wright’s, Gonzo Natural Magic, Oops, and Micro- Scientific.

Weiman recognizes the value to consumers of a retail distribution network that stocks, promotes and supports Weiman Products. To ensure that Weiman’s consumers continue to receive a quality sales experience and outstanding customer service and support, Weiman sells the Weiman Products only through authorized distribution channels. To maintain the integrity of the authorized distribution channels, Weiman has implemented an authorized reseller policy (the “Authorized Reseller Policy”) to address online reselling of Weiman Products. “Resellers” shall include (i) any of Weiman’s direct customers, including distributors (“Direct Customers”); (ii) any retail customer supplied Weiman Products by any Direct Customer and who has entered into an Authorized Retailer Program Agreement with Weiman. No other reseller is authorized to resell Weiman Products.

Under this Reseller Policy, a Reseller may not advertise or offer Weiman Products for sale, directly, indirectly or by referral in any manner, (1) on or through such Reseller’s own proprietary ecommerce site without the express prior written approval of Weiman for each such site; or (2) on or through any third party retail website, online marketplace, drop ship or auction site, or any comparable website or mobile app, or on or through any marketing website affiliated with any such site. Examples of such online marketplaces include amazon.com, eBay.com and jet.com, among others. In addition, Weiman will not accept purchase orders that are to be delivered to residential properties. The activity described above and prohibited by this Reseller Policy is referred to herein as Marketplace Reselling. The Reseller Policy applies to Marketplace Reselling by or for the benefit of a Reseller under any trade name or d/b/a used directly or indirectly by the Reseller or any affiliate or associate of the Reseller (without regard to whether Weiman or any Direct Customer is aware of such trade name usage).

If Weiman determines in its sole discretion that there has been a violation of this Reseller Policy and so notifies the Reseller, the Reseller must cease any Marketplace Reselling within two business days of the date the Reseller receives notice from Weiman by removing all offers for Weiman Products on any website as referenced above. If applicable, at its own cost, the Reseller must also retrieve inventory of Weiman Products placed on consignment with any online marketplace and available for Marketplace Reselling. In addition, Weiman may also immediately and without notice (i) deny for a period of up to 90 days any promotional allowances which the Reseller would otherwise have been eligible for; and/or (ii) refuse to accept orders from the Reseller and place the Reseller on the Weiman “Do Not Sell” List for a specified period. Resellers on the “Do Not Sell” list are ineligible to purchase Weiman Products from any Weiman authorized distributor. If any Reseller repeatedly violates the terms of the Reseller Policy, Weiman may suspend promotional allowances, refuse orders and place the Reseller on the “Do Not Sell” list for longer periods or permanently.

The Reseller Policy is a unilateral policy issued by Weiman and is subject to change at any time in Weiman's sole discretion.