

ASSA ABLOY AUTHORIZED RESELLER POLICY FOR DOOR SECURITY SOLUTIONS PRODUCTS

Version: 1 Effective as of: October 1, 2021

This ASSA ABLOY Authorized Reseller Policy for Door Security Solutions Products (“Reseller Policy”) is issued by ASSA ABLOY Sales and Marketing Group, Inc., on behalf of itself and its affiliate owner or licensee of the trademarked products covered by this policy (“ASSA ABLOY DSS”) and applies to Authorized Resellers of ASSA ABLOY Door Security Solutions products¹ (“Product(s)”) in the United States of America. By purchasing Products from ASSA ABLOY or an Authorized Wholesaler of the Products for resale to End Users (as defined below), you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by ASSA ABLOY DSS in ASSA ABLOY DSS’ sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” of the Products. ASSA ABLOY DSS may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users. An “End User” is any purchaser of the Products who (i) is the ultimate user of the Products after installation, or (ii) purchases and installs the Products for such a user (e.g., a general contractor) and does not intend to resell the Products in an uninstalled state to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products in an uninstalled state. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without ASSA ABLOY DSS’ prior written consent.

2. **Online Sales.**

(a) Reseller is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. 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;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, or Houzz);
- (iii) **has been registered through the ASSA ABLOY DSS Website Registration Form found [here](#); and**
- (iv) is operated in compliance with the terms and conditions set forth in the ASSA ABLOY DSS Online Sales Guidelines, attached as Exhibit A, as ASSA ABLOY DSS may amend from time to time.

(b) **Reseller shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of ASSA ABLOY DSS.**

(c) Reseller agrees to promptly notify ASSA ABLOY DSS of any change to the information submitted on its ASSA ABLOY DSS Website Registration Form by re-registering with ASSA ABLOY DSS [here](#).

(d) ASSA ABLOY DSS 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 Public Websites, and Reseller

¹ ASSA ABLOY DSS Products include the following brands: Adams Rite, Arrow, ASSA, ASSA ABLOY Service Centers, Baron, Ceco, Concept Frames, Corbin Russwin, Curries, Fleming, HES, Markar, McKinney, Medeco, Norton, Pemko, Persona, Pioneer, Rixson, Rockwood, SARGENT Manufacturing, Securitron, SMP, Stiles Custom Metal, Yale Commercial. A full list of ASSA ABLOY DSS brands, products, and affiliated companies owning or licensing the trademarks for the trademarked products covered by this Reseller Policy can be found [here](#).

must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Reseller Policy supersede any prior agreement between ASSA ABLOY DSS and Reseller regarding the sale of the Products online. Any authorization previously granted to Reseller by ASSA ABLOY DSS to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Reseller shall conduct its business in compliance with the ASSA ABLOY Code of Conduct for Business Partners (available [here](#)), and 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. Reseller shall not (i) make any representation known by Reseller to be false or misleading with regard to ASSA ABLOY DSS or the Products, (ii) publish or employ advertising material known to be deceptive with regard to ASSA ABLOY DSS or the Products, or (iii) make any representations, warranties, or guarantees to customers or the trade with respect to the specifications, features, or capabilities of the Products other than those made by ASSA ABLOY DSS in the Products' user documentation. Reseller shall comply with all applicable international, national, provincial, state, regional, and local laws, rules, regulations, and policies (a) applicable to Reseller's business and/or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of ASSA ABLOY DSS or the Products. Reseller shall only purchase Products from ASSA ABLOY DSS or Authorized Wholesalers of the Products located in the United States.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the ASSA ABLOY DSS Product Care, Customer Service, and Other Quality Controls attached as Exhibit B, as ASSA ABLOY DSS may amend from time to time.

5. **Intellectual Property.**

(a) Reseller acknowledges and agrees that ASSA ABLOY DSS or its licensors own all proprietary rights in and to the ASSA ABLOY DSS and Product brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "[ASSA ABLOY DSS Marks](#)"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the ASSA ABLOY DSS Marks solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the ASSA ABLOY DSS Marks shall inure solely to the benefit of ASSA ABLOY DSS or its licensors.

(b) Reseller's use of the ASSA ABLOY DSS Marks shall be in accordance with any guidelines that may be provided by ASSA ABLOY DSS from time to time, including ASSA ABLOY DSS' Trademark Use Policy, available [here](#) and as ASSA ABLOY DSS may amend from time to time. Use of the ASSA ABLOY DSS Marks must be commercially reasonable as to the size, placement, and other manners of use. ASSA ABLOY DSS reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the ASSA ABLOY DSS Marks at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by ASSA ABLOY DSS and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Reseller shall not create, register, or use any domain name, social media identifier, or mobile application name that contains any ASSA ABLOY DSS product name or any trademark owned by or licensed to ASSA ABLOY DSS, nor a misspelling or confusingly similar variation of any ASSA ABLOY DSS product name or any trademark owned by or licensed to ASSA ABLOY DSS.

6. **Termination.** ASSA ABLOY DSS reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice with respect to any or all Product brands. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall, with respect to the Products for which Reseller's authorized status has been terminated, immediately cease (i) selling the Products;

(ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of the Products or has any affiliation whatsoever with ASSA ABLOY DSS with respect to the Products; and (iii) using all ASSA ABLOY DSS Marks in relation to the Products.

7. **Modification.** ASSA ABLOY DSS reserves the right to update, amend, or modify this Reseller Policy at any time. 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 the ASSA ABLOY DSS Marks, or use of any other information or materials provided by ASSA ABLOY DSS to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of ASSA ABLOY DSS 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 ASSA ABLOY DSS.

EXHIBIT A

ASSA ABLOY DSS ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by ASSA ABLOY DSS or any third party.
2. Anonymous sales are prohibited. Reseller's full legal name or registered fictitious name, 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 or in an order confirmation email sent at the time of purchase.
3. Reseller must provide order status updates and order shipping tracking for all Products purchased from the Permissible Public Websites.
4. At ASSA ABLOY DSS' 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 ASSA ABLOY DSS for review upon request. Reseller agrees to cooperate with ASSA ABLOY DSS 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. Reseller shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Reseller to disclose identifying information about its customers to ASSA ABLOY DSS.
6. Reseller must offer live customer telephone support for the Permissible Public Websites.
7. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, (i) ensuring that the Permissible Public Website has a compliant online privacy notice and (ii) ensuring that the Permissible Public Website satisfies current Payment Card Industry Data Security Standards (PCI DSS) requirements.
8. Reseller shall be responsible for all fulfillment to its customers who purchase Products through the Permissible Public Websites, any applicable taxes associated with such purchases, and any returns of Products.
9. Except where Reseller has entered into a drop-shipment arrangement with ASSA ABLOY DSS or an Authorized Wholesaler whereby ASSA ABLOY DSS or the Authorized Wholesaler ships Products on Reseller's behalf to customers who purchase Products through the Permissible Public Websites, under no circumstances shall Reseller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Reseller's. Upon request by ASSA ABLOY DSS, Reseller shall disclose all drop-shipment arrangements with Authorized Wholesalers.
10. Reseller shall ensure that any third-party logistics provider engaged by Reseller to store inventory or fulfill orders for the Products is aware of and complies with all product quality controls and customer service standards described herein or otherwise conveyed to Reseller by ASSA ABLOY DSS. Reseller shall ensure that any such third-party logistics provider stores Reseller's inventory of Products separately from any Products owned by any third party. Upon request by ASSA ABLOY DSS, Reseller shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate

with ASSA ABLOY DSS in investigating any concerns related to the Products that may relate to Reseller's use of a third-party logistics provider. Under no circumstances shall Reseller permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Reseller's.

11. Reseller shall maintain all books and records for sales through the Permissible Public Websites separate and apart from books and records for sales through brick-and-mortar locations or paper catalog sales.

EXHIBIT B

ASSA ABLOY DSS PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

To ensure Product quality and the high level of customer service that is integral to the ASSA ABLOY and Product brands, authorized sellers of Products must adhere to the following requirements:

1. Comply with all instructions provided by ASSA ABLOY DSS regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and manufacturer specifications available [here](#) and as ASSA ABLOY DSS may amend from time to time. Store Products in a cool, dry place, away from direct sunlight.
2. Sell and deliver Products in their original packaging unless such product is sold as part of a pre-installation contract whereby it is delivered as part of a configured door and hardware assembly. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other modifications or alterations to Products, including but not limited to any late stage configuration, or Product packaging are not permitted without the prior written consent of ASSA ABLOY DSS.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
4. Do not advertise or resell any Product as “new” that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to ASSA ABLOY DSS through your ASSA ABLOY DSS representative, or through the Authorized Wholesaler from whom the Products were purchased.
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, installation, and safe use of the Products, as well as any applicable warranty or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Provide appropriate First Level service and support resulting from your resale of the Products which may include, but is not limited to, support activities such as installation, training, trouble-shooting, technical support and field service.
8. Cooperate with ASSA ABLOY DSS with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with ASSA ABLOY DSS with respect to any Product recall or other consumer safety information dissemination efforts.
10. Report to ASSA ABLOY DSS any customer complaint or adverse claim regarding the Products and assist ASSA ABLOY DSS in investigating any such complaints or adverse claims.
11. Cooperate with ASSA ABLOY DSS in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.