



## eCommerce Authorized Reseller Policy

Effective April 1, 2020

Zurn is committed to working with customers to facilitate the sale of Zurn products through ecommerce channels. Zurn maintains an eCommerce Authorized Reseller Policy to protect Zurn's brand and intellectual property, as well as authorized channel partners. This policy is also in place to protect end customers, ensuring they receive accurate product information, pricing and warranty protection that meets Zurn's standards. Finally, the policy works to ensure fair competition among resellers as well as supporting those who have invested in stocking and marketing Zurn products and abide by Zurn policies and programs. Zurn will interpret and enforce this policy at its sole discretion. In order to be considered an eCommerce Authorized Reseller ("Reseller"), you must meet the following requirements:

### 1. Sell on Approved Websites Only

- a. Unless otherwise explicitly authorized in writing by the VP of Sales & Marketing, VP of Digital Solutions or the Director of eCommerce subsequent to the effective date of this policy, Resellers may only take orders via websites owned and operated by their own company. Selling on third party marketplaces (e.g., Amazon, eBay, Walmart, etc.), dropship accounts (e.g., Buy.com, Jet.com, Newegg, etc.) or classified sites (e.g., Craigslist, Facebook Marketplace, etc.) is strictly prohibited.

### 2. Territory Sales

- a. If a reseller sells products outside of their geographic territory or region, they will receive national pricing from Zurn.
- b. Provide an online account to your branded store for Zurn upon request.

### 3. Maintain Accurate Brand & Product Information

- a. Maintain proper use of all Zurn trademarks.
- b. Sell product only in original packaging.
- c. Do not duplicate, or develop different, UPCs to differentiate a product.

### 4. Sell Only to End Users

- a. Only distributors purchasing products directly from Zurn are authorized to resell products through ecommerce in accordance with this policy.
- b. Authorized resellers should not sell Zurn products to other ecommerce resellers. Zurn recognizes that sales to ecommerce resellers may inadvertently occur from time to time. Therefore, in the event you inadvertently transact with other ecommerce resellers, you must disclose the details of those transactions (e.g., when and to whom such products were sold) so that Zurn may enforce this policy.
- c. Sellers transacting Zurn products through ecommerce that did not procure the product from Zurn directly are not authorized to sell Zurn products online or use Zurn's trademarks, copyrights, images or product information. Zurn reserves the right to take enforcement action against the seller and supplier of the product in accordance with this policy.

### 5. Disclose All Seller Names & Properties

- a. Maintain accurate and up to date company information and disclose all retail locations, web properties, temporary storefronts and seller names across all channels directly to



Zurn. Any seller transacting through ecommerce must report all websites and seller names advertising or transacting Zurn products to [mapenforcement@zurn.com](mailto:mapenforcement@zurn.com)

**6. Provide eCommerce Sell-Through Data Upon Request**

- a. Upon request, provide ecommerce sell-through point of sale data by sku and web property.

**7. Zurn's Minimum Advertised Price Policy**

- a. All Resellers acknowledge they've received Zurn's MAP policy as set forth here: <https://www.zurn.com/terms>

**8. Legal Compliance**

- a. Resellers acknowledge that they will comply with all applicable laws, rules and regulations related to advertising, sale and marketing of Zurn products, including but not limited to:
  - i. Don't make false or misleading claims or engage in deceptive sales tactics.
  - ii. If you email customers, comply with CAN-SPAM (and other similar laws).
  - iii. If you maintain an online presence, publish a privacy policy and comply with it.
  - iv. Use known and trusted checkout vendors only and ensure that credit card transactions flow through a PCI-compliant payment stack (i.e., one in which credit card numbers are not collected by the merchant).

**9. Enforcement**

- a. Resellers that fail to comply with any term in this policy will be subject to enforcement actions at Zurn's discretion including but not limited to:
  - i. Loss of authorization to sell Zurn product online
  - ii. Loss, termination or non-renewal of rebate incentives, co-ops or other marketing funds from Zurn
  - iii. Suspension of shipments
  - iv. Permanent termination of Resellers account with Zurn
- b. Resellers may not circumvent any term of this policy through any means. Zurn will interpret any violations of this policy in its sole discretion. No failure or delay of enforcing this policy shall be deemed a waiver of right. Zurn reserves the right to modify this policy at any time.

**10. eCommerce Authorized Reseller Benefits**

- a. Resellers that abide by all facets of this policy will be deemed authorized to sell Zurn products in ecommerce, provided they maintain constant adherence to the policy. Authorized Resellers understand they do not have any proprietary rights to Zurn's trademarks or other intellectual property but are authorized to use Zurn's trademarks, copyrights, images and product information for the sole purpose of reselling Zurn products.
- b. Tier 1 Resellers satisfying the requirements of this policy will receive the following additional benefits:
  - i. Access to Zurn's enriched product data, with authorization to use said data in advertising and selling Zurn products through ecommerce.
  - ii. Dedicated support from the Zurn eCommerce team.
  - iii. Access to a Zurn authorized reseller badge to be placed on their website.



- iv. Placement in the Zurn.com online seller distributor locator.
  - v. Priority assistance to drive demand of Zurn products through ecommerce.
  - vi. Access to custom branded stocking labels.
- c. Tier 2 Resellers satisfying the requirements of this policy will receive the following additional benefits:
- i. Access to Zurn's enriched product data, with authorization to use said data in advertising and selling Zurn products through ecommerce.
  - ii. Access to a Zurn authorized reseller badge to be placed on their website.
- d. Customer Tiers are defined as follows:
- i. **Tier 1**
    - 1. A minimum of \$1,000,000 combined annual sales with Zurn on a calendar year basis
  - ii. **Tier 2**
    - 1. A minimum of \$500,000 combined annual sales with Zurn on a calendar year basis or a minimum of \$200,000 in annual PEX sales with Zurn on a calendar year basis.
  - iii. **Tier 3**
    - 1. A minimum of \$15,000 combined annual sales with Zurn on a calendar year basis.