



## Q.E.P. CO., INC. AUTHORIZED & PREFERRED ESSELLER POLICY

Effective Date: March 1, 2025

**Q.E.P. Co., Inc.**, its subsidiaries and affiliates (collectively, "**QEP**") is committed to ensuring that online sales of our products including but not limited to QEP®, ROBERTS®, and Capitol® (collectively, "**QEP Products**") uphold the high quality and reliability that our customers expect. This Authorized & Preferred eSeller Policy ("**Policy**") establishes guidelines for eSellers (as defined below) to maintain QEP's brand integrity and enhance customer satisfaction.

1. **Purpose.** This Policy is designed to:
  - Maintain QEP's brand reputation, goodwill and customer trust.
  - Ensure that eSellers provide accurate product information, reliable customer service and technical support.
  - Protect the integrity of QEP's sales channels and uphold fair competition.
  - Align with QEP's **Internet Minimum Advertised Price ("iMAP") Policy** (available here: <https://qepcorporate.com/internet-sales>).
2. **Scope & Applicability.** This Policy applies to all online sales of QEP Products within the United States by any person or entity engaging in ecommerce, including resellers, distributors and third-party sellers ("**eSellers**").
  - **Cross-reference with iMAP Policy.** All eSellers must also comply with QEP's **iMAP Policy** (available here: <https://qepcorporate.com/internet-sales>), which governs minimum advertised prices and prohibits unauthorized pricing practices.
  - **Restrictions on Unauthorized Sales.** Any entity not recognized as an authorized eSeller is prohibited from selling QEP Products online or using QEP trademarks, images, or intellectual property.
3. **Authorized eSeller Requirements.** To qualify as an **authorized eSeller**, an entity must:
  - Purchase QEP Products directly from QEP.
  - Place stocking orders of QEP Products.
  - Maintain an active trade account in good standing.
  - Sell only through owned and operated websites (sales on third-party marketplaces including, but not limited to, Amazon, Walmart and eBay, and dropship & classified sites, require written approval from QEP's Vice President of Ecommerce).
  - Adhere to QEP's branding and intellectual property guidelines (available here: <https://qepcorporate.com/brand-guidelines>).
  - Provide QEP with:
    - A **current list** of all websites used for selling QEP Products using the eSeller Identification form (available here: <https://qepcorporate.com/internet-sales>).
    - Upon request, **sales traceability data** (excluding pricing details) by SKU.
    - Upon request, an **online account** for QEP to access their store.
  - Ensure that all QEP Products are sold in original packaging with unaltered descriptions, part numbers, and UPCs.
  - **Respond in a timely manner to all QEP requests to update product data and marketing content.**
  - Comply with all applicable advertising, trade, and compliance laws.
  - Observe QEP's **Do Not Sell List**, which restricts sales to certain entities that harm the QEP brand.
4. **Authorized eSeller Benefits.** In addition to the right to sell QEP Products Online in the United States, authorized eSellers also receive the following benefits:
  - Access to comprehensive QEP Product data, marketing content, and promotional tools & materials.



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- Authorized [Brand Name] eSeller seal(s) for use on Authorized eSeller's website.
- Inclusion in any authorized eSeller list(s) on relevant QEP brand websites.

### 5. Enforcement & Violations.

- Policy Administrator.** QEP's Policy Administrator (the "Administrator") has sole discretion in enforcing this Policy. QEP does not entertain eSeller complaints about other eSellers.
- Consequences of Non-Compliance.** Violations may result in:
  - Order cancellations or restrictions.
  - Suspension or termination of authorized eSeller status and benefits.
  - Termination of the business relationship between QEP and the eSeller.
  - Additional legal remedies as applicable.
- Waivers & Modifications.** Only the Administrator may grant waivers to this Policy, which must be in writing. QEP reserves the right to:
  - Modify, suspend, or discontinue this Policy at any time.
  - Designate promotional periods during which Policy terms may change.
- eSeller Cooperation.** QEP monitors compliance directly or through third-party tools. eSellers are expected to cooperate with investigations. Obstructing a compliance review is a Policy violation.

### 6. Preferred eSeller Program.

- **Preferred eSellers** enjoy additional benefits and must:
  - Be an Authorized eSeller.
  - Have more than **\$2,000,000 in annual QEP sales** or serve a **unique niche market**, as determined by QEP's Vice President of Ecommerce.
- **Preferred eSeller Benefits Include:**
  - Priority marketing and product assistance.
  - Website links under any "*Buy Online*" features on QEP brand websites.

### 7. Policy Modifications.

QEP reserves the right to modify or discontinue this Policy at any time. This Policy does not create contractual rights or obligations between QEP and any eSeller.

For inquiries, please contact: [brandprotection@qep.com](mailto:brandprotection@qep.com)