



AUTHORIZED RESELLER TERMS AND CONDITIONS

ENovation is focused on maintaining the margins for our authorized reseller network and providing clear terms and conditions applicable to all authorized resellers. In recognition of the investment in time and resources required for our high-quality authorized resellers to provide the level of customer service and product knowledge expected from our customers, ENovation is committed to enforcing fair terms and conditions, and policies which allow our authorized resellers to maintain the profit margins through the sale of our products. All resellers who purchase from ENovation are authorized resellers subject to these terms and conditions.

MAP POLICY (MINIMUM ADVERTISED PRICING):

If an authorized reseller lists a price for any ENovation product in any advertising, that price must meet or exceed the Minimum Advertised Price (MAP) established by ENovation. It is a violation to list a price in any advertising below the MAP next to any ENovation product. An authorized reseller may choose not to list a price with an ENovation product, or may choose to advertise that a customer may "call for price" or "email for price" or to use similar language, specifically with respect to ENovation products, provided that no price is below the applicable MAP.

If an authorized reseller with multiple approved store locations violates this MAP Policy at any store location, ENovation will consider this to be a violation by all of the authorized reseller's locations. If an authorized reseller with multiple approved websites violates this MAP Policy at any particular website, then ENovation will consider this to be a violation by all of the authorized reseller's websites.

It is a violation for an authorized reseller to operate under another DBA and advertise below the MAP set by ENovation. All DBA's must be submitted to ENovation for prior written approval. "Advertisement" means any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage.

Such website features as "Click for price", automated "bounce – back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered advertising and may not include any pricing lower than the MAP.

Any activity which ENouvation determines, in its sole discretion, is designed or intended to circumvent the intent of the MAP Policy, such as solicitations for "group purchases" and the like, is a violation.

PHOTOGRAPHS AND COPY:

Authorized resellers may use the photographs and product descriptions provided by ENouvation through its website at www.enouvation.com, solely for advertising ENouvation products, and subject to compliance with these terms and conditions.

TRADEMARKS:

The ENouvation, Era Nouveau, E2, E4, E6, CORDLESS POWER MOTION ASK HOW, and other trademarks on the ENouvation website are the sole property of ENouvation. Authorized resellers may use these trademarks only in the context of the product descriptions provided by ENouvation. Authorized resellers may not use the trademarks or product descriptions in any way that implies association with or endorsement by ENouvation or any relationship that does not exist or causes confusion to any consumer.

MONITORING AND REPORTING:

ENouvation has the right to monitor compliance with these terms and conditions, including advertised prices of its products, either directly or via the use of third parties. Third parties retained by ENouvation may monitor authorized reseller and non-authorized reseller advertisements and website advertising including, but not limited to, review of advertised pricing.

PENALTIES AND ENFORCEMENT:

ENouvation, in its sole discretion, reserves the right to terminate the rights herein of any authorized reseller that violates these terms and conditions. Authorized resellers, dealers, distributors, and resellers have no right to enforce these terms and conditions against other resellers.

CHANGES TO POLICY:

ENovation may amend or cancel these terms and conditions at any time. Please contact Enovation at <https://www.enovation.com/contact-us/> for all questions related to these terms and conditions.