

**RATHER OUTDOORS
NORTH AMERICA RESELLER POLICY**

By purchasing Rather Outdoors products for resale, you agree to adhere to this Reseller Policy.

In order to ensure Rather Outdoors Corporation (“Rather Outdoors”) Resellers are able to sustain healthy margins on Rather Outdoors products and ensure that Rather Outdoors’ end-users are being provided a quality sales experience and customer support, Rather Outdoors has announced this Reseller Policy (the “Reseller Policy”). Rather Outdoors believes that its end-user customers are best served by having Resellers who market Rather Outdoors products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

Rather Outdoors has also decided that, in order to maintain and protect the viability of the Rather Outdoors Reseller network for its products, in order to protect the value associated with Rather Outdoors’ brands in connection with its products, and in order to ensure high-quality support by Resellers to end-users of those products, Resellers must comply with the following terms and conditions:

1. **Internet Sales Prohibited.** Resellers shall be prohibited from selling Rather Outdoors products on the Internet unless they apply, are approved by Rather Outdoors, and execute an Authorized Internet Reseller Agreement regulating the manner in which they sell online;
2. **Transshipping.** Resellers shall not transship products. Specifically, Resellers shall not sell or transfer any Rather Outdoors products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of Rather Outdoors products to anyone at the request of Rather Outdoors;
3. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale Rather Outdoors products within the United States of America and Canada (the “Territory”). Rather Outdoors hereby expressly prohibits Resellers from soliciting or consummating sales outside of the Territory without written approval from Rather Outdoors;
4. **Intellectual Property.** The use of the intellectual property of Rather Outdoors, including, but not limited to trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from Rather Outdoors is prohibited;
5. **Sales Practices.** Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by Rather Outdoors. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Rather Outdoors products;
6. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all Rather Outdoors products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;
7. **Product Packaging.** Resellers shall sell Rather Outdoors products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of separate products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products;
8. **Unilateral Price Policy.** Reseller acknowledges that Reseller has been informed of Rather Outdoors’ Unilateral Price Policy as it applies to the advertisement for sale of Rather Outdoors products from Resellers to End-Users in the United States and Canada. There is no agreement, express or implied, between Rather Outdoors and Reseller with respect to the advertised or resale pricing of products. If any director, officer, employee, representative, or other agent of Rather Outdoors tries to coerce Reseller to agree to the price at which Reseller advertises or resells Rather Outdoors products, such action shall be considered void, unauthorized, and without effect and Reseller shall promptly notify Rather Outdoors’ Unilateral Price Policy Committee at Policies@RatherOutdoors.com; and



9. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by Rather Outdoors from time to time which may be changed by Rather Outdoors in its sole discretion.

Rather Outdoors reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a Reseller's continued use, advertising, offering for sale, or sale of the products will be deemed Reseller's acceptance of the amendments.

If Rather Outdoors determines that a Reseller is in violation of this Reseller Policy, Rather Outdoors may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the Reseller or instructing its distributors to refuse to accept orders from the Reseller.

Any questions regarding this Reseller Policy must be emailed to: Policies@RatherOutdoors.com

