

EFFECTIVE DATE: IMMEDIATELY



## INTERNET RESELLER POLICY

*By purchasing Hughes Autoformers products for resale, you agree to adhere to this Reseller Policy.*

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

Hughes Autoformers has also decided that, in order to maintain and protect the viability of the Hughes Autoformers reseller network for its products, in order to protect the value associated with Hughes Autoformers’s 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 Hughes Autoformers products on the Internet unless they apply, are approved by Hughes Autoformers, 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 Hughes Autoformers products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of Hughes Autoformers products to anyone at the request of Hughes Autoformers;
3. **Geographic Sales Boundary**. Resellers may only sell and advertise for sale Hughes Autoformers products within the United States of America (the “Territory”). Hughes Autoformers hereby expressly prohibits resellers from soliciting or consummating sales outside of the Territory;
4. **Intellectual Property**. The use of the intellectual property of Hughes Autoformers, including, but not limited to, trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from Hughes Autoformers 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 Hughes Autoformers. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Hughes Autoformers products;
6. **Quality Controls**. Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Hughes Autoformers;
7. **Unilateral Pricing Policy**. Resellers are informed of Hughes Autoformers’s Unilateral Pricing Policy as they apply to the advertisement for sale of Hughes Autoformers products from resellers to end-users in the United States. There is no agreement, express or implied, between Hughes Autoformers and resellers with respect to the advertised or resale pricing of Hughes Autoformers products. If any director, officer, employee, representative, or other agent of Hughes Autoformers tries to coerce resellers to agree to the price at which resellers advertise or resell Hughes Autoformers products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify Hughes Autoformers at [brandprotection@autoformers.com](mailto:brandprotection@autoformers.com);
8. **Service**. Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all Hughes Autoformers 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;
9. **Product Packaging**. Resellers shall sell Hughes Autoformers products in their original packaging. Relabeling, repackaging, bundling and other alterations are not permitted without written permission from Hughes Autoformers. 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; and

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

Hughes Autoformers 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 Hughes Autoformers determines that a reseller is in violation of this Reseller Policy, Hughes Autoformers 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: [brandprotection@autoformers.com](mailto:brandprotection@autoformers.com).