

### **Rothco Reseller's Agreement**

1. Dealer may only sell Rothco products online on its own site and may not sell ROTHCO products on third party internet portals such as Amazon, eBay, New Egg, Jet, Walmart or any like or similar internet site or platform without the express written consent of ROTHCO. Dealer must notify ROTHCO of any new domains Dealer will be using, or intending on using for the sale of ROTHCO items.
2. Dealer must adhere to ROTHCO's Minimum Advertised Pricing (MAP)\* policy listed at [www.Rothco.com](http://www.Rothco.com)
3. Those dealers displaying ROTHCO images on websites, or online for any sales, promotion, or other purpose etc. must comply with ROTHCO's image policy as listed at [www.Rothco.com](http://www.Rothco.com) . Rothco images and related intellectual property may only be used to sell and promote genuine Rothco product by authorized Rothco dealers in good standing. Use of the Rothco name, logo or images for any other purpose is a violation of this agreement and Rothco's trademark and copyright.
4. Dealer has the right to purchase ROTHCO products for resale to its domestic end user customers. Without written permission from ROTHCO, dealer may not distribute, redistribute, sell, re-sell, or transport to other re-sellers or dealers. Dealer shall not sell, assign or otherwise transfer its rights in this Agreement.
5. Dealer agrees to provide ROTHCO with a State issued resale certificate; if there is a change to Dealers business that would cause Dealer to obtain a new resale certificate or Dealer has obtained a resale certificate different than what Dealer has provided to ROTHCO, then Dealer has 7 business days to provide ROTHCO with the new resale certificate.
6. This reseller's agreement does not obligate the Dealer to purchase products from ROTHCO.
7. This reseller's agreement does not obligate ROTHCO to continue to sell products to Dealer if Dealer is found to have violated ROTHCO's policies or this reseller's agreement or any subsequent amendment to this reseller's agreement that Dealer has received in writing. Violations of policies include; but are not limited to, Federal, State and local laws.
8. Dealer is permitted to sell ROTHCO products through the Internet as affiliated with Dealer's fixed retail outlet(s) and only on those domains specifically described in ROTHCO's Dealer Application. Any sales under a third party name or on any other domains without written permission from ROTHCO, shall be a material default under this resale agreement resulting in immediate termination of this agreement.
9. All Authorized Rothco Retailers must be in compliance with California Safe Drinking Water and Toxic Enforcement Act of 1986, known as "Proposition 65". If you are a reseller of any kind (and wherever based) and you sell products in or ship to anyone in the State of California, you must provide "clear and reasonable warnings" at point-of-purchase areas to consumers for applicable products. You can find a list of these products on our website [here](#). For more information posting requirements, or for details about the Prop 65 warning language, see <http://www.p65warnings.ca.gov/product>. Additional information regarding Prop 65 will be given to all Rothco dealers in follow up emails.

10. For Dealers in the United States: Dealer is permitted to sell ROTHCO product for use in the United States only. Any exporting of product or resale of product to parties who intend to bring the product outside of the U.S. is strictly prohibited. ROTHCO must be notified in writing prior to exporting ROTHCO goods. Dealer must have written permission from ROTHCO prior to export. Prior export approval is essential to meeting standards of U.S. export compliance laws, rules, regulations and policies. Dealer represents and warrants its understanding that any goods, software, technology, or technical data supplied to Dealer in accordance with this Agreement may be subject to the jurisdiction of U.S. export controls or trade sanctions. Dealer agrees to comply with applicable U.S. export controls or trade sanctions. Dealer further agrees not to re-sell, supply, or otherwise transfer or release any goods, software, technology, or technical data, supplied to Dealer by ROTHCO, to any person if Dealer knows or has reason to believe that such person intends to export, re-export, release, or otherwise transfer the same in violation of U.S. export controls or trade sanctions. Important - This merchandise is for domestic sale only. Diversion contrary to U. S. law is prohibited. If you intend, or have knowledge of the intent to export this merchandise, please contact ROTHCO immediately for compliance information.
11. For Dealers Outside of the United States: All goods are exported from the United States in accordance with the Export Administration Regulations to designated export destination only. Diversion contrary to United States law is prohibited.
12. This Reseller's agreement does not entitle dealer to any exclusivity in terms of geographic or digital territory. ROTHCO reserves the right to add additional dealers as is deemed appropriate.
13. All wholesale orders are subject to ROTHCO approval. ROTHCO may deny approval of any wholesale orders at its discretion.
14. ROTHCO reserves the right to cancel orders or terminate accounts at its sole discretion.
15. This section will survive the termination of this agreement. To the fullest extent permitted at law, neither ROTHCO nor its Directors, Employees, or other representatives will be liable for damages arising out of or in connection with this reseller agreement. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct indirect, or consequential damages; loss of data, income or profit; loss of or damage to property; and claims of third parties.
16. This section will survive the termination of this agreement. Dealer will indemnify and hold ROTHCO, its employees and agents harmless from and against any and all claims, including customer claims, liabilities, losses, damages, and causes of action (i) arising out of the acts or omissions of Dealer in the performance or nonperformance under this agreement: (ii) based upon or relating to any express or implied modifications of the ROTHCO product specifications without the written consent of ROTHCO.
17. Dealer recognizes that from time to time ROTHCO policies change and Dealers will be notified in writing of such policy changes through electronic mail, mail or policies posted on ROTHCO's website at ROTHCO.COM. Dealer agrees that if Dealer does not terminate the agreement and continues to act as a reseller of ROTHCO products, said policy changes are to be treated as incorporated into this agreement.

18. Approval and maintenance of a ROTHCO dealer account are contingent upon the signing of this agreement.

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By accepting Rothco's Resellers Agreement digitally, you are agreeing to be bound by the terms of this agreement.