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Pelican Products, Inc. is responsible for protecting its trademarks from practices that may harm, diminish, dilute or cause confusion. Pelican is implementing this Internet Reseller Policy to protect Pelican's premium brand positioning in the marketplace to ensure that all of our resellers remain competitive in the marketplace and generate sufficient margins to support our brand, to maximize new product introduction success and to foster overall competitiveness throughout the various sales channels.

INTERNET RESELLER POLICY

1. Pelican products may **not** be sold on any third-party website or marketplace without the prior written approval of Pelican. For purposes of this policy, the following definitions apply:
 - a. A "third-party internet website or marketplace" is any website that is not owned and controlled by Pelican or an authorized Pelican distributor or dealer, and which provides a virtual "storefront", auction process or any other sales opportunity (e.g. consignment) under the name or brand of a third party or co-branded with a third party (including by way of example Amazon.com, eBay, Jet.com, Walmart.com, newegg, Rakuten).
 - b. A "sale" occurs if a customer accepts an offer to sell, or a seller accepts an offer to buy, a Pelican product on a third-party Internet website or marketplace. An "offer to sell" does not require acceptance of the offer.
2. Any authorized Pelican dealer or distributor who has received prior written approval from Pelican may only continue to sell Pelican Products on any third-party website or marketplace as long as they are in full compliance with Pelican's Minimum Advertised Price ("MAP") Policy (which can be found at <http://www.pelican.com/salespolicies>).
3. Authorized Pelican dealers and distributors and any related entities and/or affiliates **may** sell Pelican products on their own websites subject to Pelican's then-existing policies on internet sales, including but not limited to the following:
 - a. The dealer/distributor must adhere to Pelican's Minimum Advertised Price ("MAP") Policy (found at <http://www.pelican.com/salespolicies>) as amended from time-to-time. NOTE, HOWEVER, THAT THE RETAIL PRICES ACTUALLY CHARGED ARE AT THE SOLE DISCRETION OF THE DEALER/DISTRIBUTOR.
 - b. Any website on which a dealer/distributor sells Pelican products shall clearly display accurate Pelican branding and product information as set forth in Internet Reseller Domain Name and Website Policy (found at <http://www.pelican.com/salespolicies>) as modified from time-to-time by Pelican in its sole discretion, as well as any additional information that Pelican shall determine, in its sole discretion, may be necessary and appropriate to ensure proper use of the Pelican marks.
 - c. Sales to customers with "ship to" addresses located outside of the U.S. are prohibited. However, the sale and shipment of Pelican products to a military customer temporarily

stationed overseas for the customer's personal use, using an APO or FPO address, is not prohibited. Shipments to freight forwarders and to addresses the dealer/distributor knows, or should know, is not the retail purchaser's actual address will be in violation of this policy

4. Except as expressly approved by this policy or by Pelican in writing, sales to any internet reseller that sells, or intends to sell, Pelican products on any third-party website or marketplace are strictly prohibited. To assist dealers/distributors in complying with this requirement, Pelican may from time-to-time issue a list of known resellers to whom sales are prohibited. Note, however, that consulting any such list does not end or limit a dealer's/distributor's obligations in identifying prohibited resellers prior to the sale. Resellers aware of Pelican's policy will likely be creative in their attempts to get the products they want, so review of a prohibited resellers list is only one step that should be taken to ensure compliance with this Policy. Any such list is intended by Pelican Products to be used by dealers as a reference tool only and does not prevent the dealer from being found in violation of the Policy.
5. To ensure compliance with this policy, Pelican reserves the right to audit all electronic and paper distributor and dealer records as appropriate. Distributors or dealers that are audited will be responsible for providing Pelican with satisfactory evidence substantiating compliance with this Policy, including but not limited to the invoice, customer contact information, dealer shipping documents and such other documentation as is necessary to show that the requirements in this policy have been met. If a cooperating distributor or dealer is unable to provide the documentation requested, the sale may be deemed a third-party Internet sale in violation of this policy. Refusal to cooperate with an audit under this paragraph may result in termination of the dealer's/distributor's ability to purchase Pelican products.
6. If in violation of this Internet Reseller Policy, a Pelican dealer or distributor sells on an internet marketplace or sells to someone who then sells on an internet marketplace the following enforcement will apply:
 - 1st violation:** Upon learning of the violation, Pelican will notify the violator, who shall be required to immediately cease sales activities which are a violation of this Policy. After the offending activity has ceased, Pelican will suspend shipments in the product category of the violation for 30 days.
 - 2nd violation:** Upon learning of a 2nd violation by the violator involving the same product category, Pelican may, in its sole discretion, impose penalties including, but not limited to, termination or suspending shipments and refusing to accept further orders for said product category for a period of 90 days after the violation has been corrected to Pelican's satisfaction.
 - 3rd violation:** Upon learning of a 3rd violation by the violator involving the same product category, Pelican may, in its sole discretion, impose penalties including, but not limited to, termination or suspending shipments and refusing to accept further orders for said product category for a period of 180 days after the violation has been corrected to Pelican's satisfaction.
7. Pelican reserves the right to amend this policy from time to time upon written notice. In addition, in extraordinary circumstances, Pelican may make exceptions to one or more of the requirements set forth in this policy. Any such exception will not be construed as a waiver of such requirements for future sales or for any other or all dealers generally.