

POSITEC AUTHORIZED RESELLER POLICY

This Positec Authorized Reseller Policy ("Policy") is established by Positec Tool Corporation ("Positec", "we", or "us") and is effective September 1, 2018.

In order to ensure that our products are properly promoted and supported, Positec has developed this Authorized Reseller Policy, which governs the manner in which the Authorized Reseller program is managed by Positec and does not create or imply any contractual relationship between Positec and the Authorized Resellers ("Authorized Reseller" or "you").

To qualify and remain a non-exclusive Positec Authorized Reseller, you must adhere to this Authorized Reseller Policy at all times. All Authorized Resellers are independent contractors, and not employees or agents, of Positec. Authorized Resellers will be listed on Positec's Authorized Reseller web page.

Positec Authorized Resellers are authorized to purchase Positec products only from a Positec Authorized Reseller or as a direct customer of Positec.

Positec reserves the right to modify this Policy from time to time without notice. Your acceptance into and continued participation in the Authorized Reseller program is at the sole discretion of Positec. Positec may terminate your participation in the Authorized Reseller program at any time without liability to you. You may terminate your participation in the Authorized Reseller program at any time by providing written notice to Positec.

Sales Locations. Authorized Resellers will maintain accurate company information and will disclose to Positec all of Authorized Reseller's retail locations and internet sites that carry Positec products.

Internet Sales. You may not sell or offer for sale any Positec product over the Internet or any interactive electronic network without prior written approval from Positec. Positec reserves the right in its sole discretion to approve or disapprove of the sale or offering for sale by Authorized Reseller of Positec products over the Internet or any interactive electronic network. You may not sell or offer for sale any current Positec product (excluding refurbished, overhauled or used products) via any Internet auction website, classified site (such as craigslist.org) or direct message on forums. Current Positec products are defined as those which appear in the most recent MAP Listing. Any newly overhauled or used products sold via Internet auction site must be identified as such in the auction item description. Positec will provide you with a current MAP Listing upon request.

Sales to Retail Customers and Authorized Resellers Only. Authorized Resellers will not sell in bulk to B2B accounts, wholesalers, freight forwarders or drop shippers for other retailers. Authorized Resellers will sell to end consumers or other Authorized Resellers only.

Original Packaging. You agree to sell Positec products only in its original packaging. You will not alter the original Positec packaging in any way prior to reselling the product.

Trademarks. Authorized Resellers are authorized to use Positec trademarks only in conjunction with the sale of Positec products as an Authorized Reseller. Use of Positec trademarks in any other context, or in setting up a business, registering a domain name or as a

social media username, is strictly prohibited. Positec reserves the right to update or modify its trademark and brand use policies from time to time. Any rights granted under this provision shall cease if you cease to be an Authorized Reseller for any reason.

Returns. Please contact the Authorized Reseller where you purchased the products or Positec directly for return authorization and reimbursement.

Customer Service. Authorized Resellers must provide the highest quality customer service when representing Positec products and must not mislead or provide incorrect information to the end-consumer. Positec reserves the right to suspend or terminate an Authorized Reseller's participation in the Authorized Reseller program as a result of customer complaints or issues related to misleading or incorrect information appearing in an Authorized Reseller's promotional materials or Internet site.

Legal Compliance and Ethics. Authorized Resellers will comply with all applicable laws, rules and regulations related to the advertising, sale and marketing of Positec products. Authorized Resellers will conduct their business in a reasonable and ethical manner at all times and not engage in any deceptive, misleading or unethical practices at any time.

Warranty. Authorized Resellers agree to pass through Positec's limited product warranties to your customers. You may not modify or extend Positec's warranty provisions without the prior consent of Positec.

Minimum Advertised Price Policy

Positec has determined that certain advertising practices undermine Positec's trade reputation, brands and premium image within the target customer population and discourage Positec Authorized Resellers from investing in Positec product lines and providing the best possible service and support to customer. Accordingly, to protect the integrity of the Positec brands, and in an effort to protect the long-term interest of our Authorized Resellers and customers, we have adopted a unilateral Minimum Advertised Price ("MAP") Policy for selected products.

The MAP Policy is not intended as an attempt by Positec to set advertised or resale prices or an agreement between Positec and any Authorized Reseller or other party. Authorized Resellers are free to establish their own prices for resale of Positec products and must independently choose whether to comply with the terms of the MAP policy. The MAP policy is not negotiable and will not be altered for any individual Authorized Reseller.

Positec will publish its MAP list for select Positec products from time to time. Authorized Resellers may not advertise a price below MAP for Positec products on the current MAP list. For purposes of this MAP Policy, "advertise a price below MAP" shall mean publishing to the general public a net offer price (taking into account any coupons, rebates, free accessories, buy-one-get-one, payment of sales tax, or other promotional items) for a product that is below the price established on the current MAP list, regardless of media, including but not limited to print, radio, television, or internet. The following will also be considered violations of this policy: (a) advertising any net price for a MAP Product less than the MAP in connection with any advertisement of a trade-in offer for any other product; or (b) displaying in, or in association with, any advertisement for a MAP Product any specific trade-in price or value for any trade-in of any other product.

Upon verification by Positec that an Authorized Reseller has advertised a price below MAP, Positec will have the right, upon written notice to the Authorized Reseller and without assuming any liability, (a) to cancel any orders and/or to refuse to accept any new orders from the Authorized Reseller for any or all of Positec's products for which a MAP is specified in the current Positec Price List; and/or (b) to remove the Authorized Reseller from continued participation in the Authorized Reseller program.

Positec will not discuss any conditions of acceptance related to this policy, as it is non-negotiable and will not be altered for any Authorized Reseller or other third party. In addition, Positec neither solicits, nor will it accept, any assurance of compliance with this policy. Nothing in the policy shall constitute an agreement between Positec and any Authorized Reseller on any subject including that the Authorized Reseller will comply with this policy, or will sell any product at or above any particular price.

Positec will not discuss the MAP Policy with any dealer or distributor. Accordingly, all Positec personnel and sales representatives have been specifically instructed not to discuss the policy beyond the content of this statement with anyone outside of Positec.

The Authorized Reseller Program and Minimum Advertised Price (MAP) Policy is applicable only in the United States.