



## AUTHORIZED INTERNET RESELLER POLICY

*By purchasing Magma Products, LLC products for resale, you agree to adhere to this Reseller Policy.*

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

Magma has also decided that, in order to maintain and protect the viability of the Magma reseller network for its products, in order to protect the value associated with Magma'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. **Appointment.** Unless Magma objects, Reseller can advertise and sell the Magma Products to End-Users located in the United States of America ONLY in brick-and-mortar locations and on their own Internet URL locations;
2. **Third-Party Internet Marketplace Sales.** Reseller is prohibited from selling Magma products on Internet marketplaces including, but not limited to, Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, Rakuten, Sears, unless Reseller obtains written permission from Magma authorizing them to sell on specific Internet Marketplaces and under specific seller names. Magma may revoke or amend Reseller's Internet Marketplace Authorization by sending notice to Reseller and such revocation or amendment shall become effective upon delivery of such notice;
3. **Transshipping.** Resellers shall not transship products. Specifically, resellers shall not sell or transfer any Magma products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of Magma products to anyone at the request of Magma;
4. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale Magma products within the United States. Magma hereby expressly prohibits resellers from soliciting or consummating sales outside of the United States;
5. **Intellectual Property.** The use of the intellectual property of Magma, including, but not limited to, trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from Magma is prohibited;
6. **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 Magma. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Magma products;
7. **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 Magma;
8. **Unilateral Price Policy.** Resellers are informed of Magma's Unilateral Policies as they apply to the advertisement for sale of Magma products from resellers to end-users in the United States. There is no agreement, express or implied, between Magma and resellers with respect to the advertised or resale pricing of Magma products. If any director, officer, employee, representative, or other agent of Magma tries to coerce resellers to agree to the price at which resellers advertise or resell Magma products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify Magma at [brandprotection@magmaproducts.com](mailto:brandprotection@magmaproducts.com);
9. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all Magma 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;

10. **Product Packaging.** Resellers shall sell Magma products in their original packaging. Relabeling, repackaging, bundling and other alterations are not permitted without written permission from Magma. 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
11. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by Magma from time to time which may be changed by Magma in its sole discretion.

Magma 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 Magma determines that a reseller is in violation of this Reseller Policy, Magma 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@magmaproducts.com](mailto:brandprotection@magmaproducts.com).