



eCommerce Sales Application and Agreement

Please complete this form **after** reviewing all sections of the following documents (as applicable):

- Delta Brand MAP Policy
- Delta Brand Authorized Distributor Policy
- Delta Authorized Reseller Policy
- Delta Brand eCommerce Sales Application and Agreement

Your signature on this form indicates that you have read and acknowledge the documents detailed above.

This application must be filled out in its entirety for an Applicant to be considered for authorization. Please forward the completed and signed form to sales@deltafaucet.com for processing, review and, if applicable, approval.

Delta Faucet Company reserves the right, in its sole discretion, to approve, withhold or withdraw its authorization of online retailers and/or modify the requirements.

APPLICATION FORM

Applicant Profile

Applicant Name	<input type="text"/>
Name of Primary Contact	<input type="text"/>
Job Title	<input type="text"/>
Applicant Address 1	<input type="text"/>
Applicant Address 2	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Zip	<input type="text"/>
Email	<input type="text"/>
Phone	<input type="text"/>
e	<input type="text"/>

Purchases (in \$) of Delta® products in the past 12 months

eCommerce Details

Year started selling online:	<input type="text"/>
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Names of active website(s) / marketplace seller names currently selling products:

Requested Website Details

Name/URL of website(s) that will sell Delta products:

Customer Service Hours:

Return Policy:

Data Requirements

Total eCommerce Annual Revenue

Ratio of Sales – Online vs. B&M

Total # of Unique Annual Visitors

Customer Service/Assistance via Phone/Chat? (Y/N)

Annual Investment in Website Traffic Acquisition

Supplier Details

Name(s) and address(es) of the person(s) or entities from which Applicant purchases Delta products:

Signature:

I certify that the details in this eCommerce Sales Application (the "Application Form") are accurate and complete and that if any of the above information changes, an updated form will be submitted to Delta Faucet Company. By submitting this Application Form, Applicant acknowledges that authorization to sell on the Requested Website(s) is only granted after both Applicant and Delta Faucet Company have signed the Application Form. Submitting this application does not authorize Applicant to sell Delta products on the Requested Website(s), and Delta Faucet Company has no obligation to accept Applicant's request to sell Delta products on any or all of the Requested Websites.

Signature:

Name (please print):

Position/Title:

Date:

Exhibit A

Requirements for Authorized Online Retailers

In order to be designated, and to continue, as an Authorized Online Retailer of Delta® products, Applicant must comply with all of the following conditions as determined by Delta Faucet Company (DFC) in its sole discretion:

- Applicant must purchase at least \$250,000 of Delta products annually for resale online or a total of \$1,500,000 of Delta products annually for resale online or otherwise.
- Applicant's website name and URL shall be consistent with the image of the Delta brand as determined by DFC in its sole discretion.
- The website must display Delta products in a manner that is consistent with the Delta brand image as determined by DFC in its sole discretion.
- If also selling other than online, Applicant must maintain the same high standards with its online sales as with its non-online sales.
- Applicant must provide a high-quality customer service experience for online customers shopping on Applicant's website.
- Applicant's website must be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
- Unless designated by DFC, Delta products may not be sold on third party websites, auction sites, and/or online marketplaces.
- Applicant must provide transfer/POS data with respect to its online sales of all Delta products on a quarterly basis.
- In marketing the Delta products online, Applicant shall use images of Delta products supplied by DFC and shall keep all Delta product images and descriptions up to date.
- To the extent Applicant offers for sale used or open-box Delta products, Applicant shall conspicuously disclose such products' condition as "Open Box," "Used," or other appropriate descriptor indicating the Delta product is not new. Applicant shall disclose in each such product listing that DFC's warranty does not apply to used or open-box Delta products.
- Applicant's website must not give the appearance that it is operated by DFC or any third party other than Applicant.
- Anonymous sales are prohibited. Applicant's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Applicant's website and must be included with any shipment of Delta products from the Applicant's website or in an order confirmation email sent at the time of purchase.
- Applicant's website shall have a mechanism for receiving customer feedback and Applicant shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner.
- At the request of DFC, Applicant must promptly provide DFC with copies of all pages within the Applicant's seller portal selling Delta products, including sharing customer service and product quality information.
- Each Applicant shall be responsible for all fulfillment to its customers who order Delta products through its websites, any applicable taxes associated with such purchases of Delta products, and any returns of Delta products.
- DFC reserves the right to require Applicant to adhere and agree to additional terms relating to the quality and sale of Delta products online.

DFC may periodically conduct a review of Applicant and revoke Authorized Online Retailer status from Applicant if Applicant is not in compliance with the above requirements.

Exhibit B

Additional Requirements for Preferred Online Retailers

In addition to satisfying the Requirements for Authorized Online Retailers and in order to be designated, and to continue, as a Preferred Online Retailer, Applicant must comply with all of the following conditions as determined by DFC in its sole discretion:

- Applicant must purchase at least \$1,000,000 of Delta products annually for resale online or a total of \$5,000,000 of Delta products annually for resale online or otherwise.
- Applicant must provide transfer/POS data with respect to its online sales of all Delta® products on a monthly basis within 30 days of the end of each month.

DFC may periodically conduct a review of Applicant and revoke Preferred and/or Authorized Online Retailer status from those that are not in compliance with the above requirements.

Delta Faucet Company Use Only

DFC Brand Protection

Signature: _____
Approved by (please print): _____
Position/Title: _____
Date: _____

DFC Sales (if applicable)

Sales Manager Signature _____
Approved by (please print): _____
Position/Title: _____
Date: _____

Approved? Y / N

Approved Website(s)/: _____

Designated to sell on Marketplaces? Y / N

(If yes, please see attached Authorized Marketplace Sales Addendum for additional requirements)

<u>Authorized Marketplace</u>	<u>Authorized Storefront/Seller Name or ID</u>

Preferred Online Retailer / Authorized Online Retailer

Authorization to Sell Trade Exclusive Products*: Y / N

**Provided Reseller is an Authorized Online Retailer affiliated with a trade brick and mortar showroom, Reseller may only sell Trade Exclusive Products on Reseller's own website.*