



INGERSOLL RAND BRAND PROTECTION POLICY
(Power Tools - Canada)
Effective Date: July 1, 2020

This Ingersoll Rand Brand Protection Policy (the “Policy”) is issued by IR Canada Sales & Service ULC (“Ingersoll Rand”) and applies to Authorized Retailers of Ingersoll Rand products (“Product(s)”) in Canada. By purchasing Products from Ingersoll Rand for retail sale, you (“Retailer”) agree to adhere to the following terms. This Policy supplements any then-current retailer agreement between you and Ingersoll Rand. Until such status is otherwise revoked by Ingersoll Rand, in Ingersoll Rand’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. Ingersoll Rand may review Retailer’s activities for compliance with this Policy and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products to End Users. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell, ship, invoice, or promote the Products outside of Canada without Ingersoll Rand’s prior written consent.

2. **Online Sales.** Retailer is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (a) is operated by Retailer in Retailer’s legal name or registered fictitious name provided in advance to Ingersoll Rand;
- (b) conspicuously states Retailer’s legal name or registered fictitious name and contact information;
- (c) does not give the appearance that it is operated by Ingersoll Rand or any third party; and
- (d) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Ingersoll Rand may amend from time to time.

Retailer shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online platform other than a Permissible Public Website without the prior written consent of Ingersoll Rand. Ingersoll Rand reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this policy supersede any prior agreement between Ingersoll Rand and Retailer regarding the sale of the Products online.

3. **Sales Practices.** Retailer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Ingersoll Rand. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Ingersoll Rand.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Retailer shall comply with all instructions provided by Ingersoll Rand regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels or set forth in any applicable Product-specific agreement or policy.

(b) Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted, unless approved in advance by Ingersoll Rand. Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Retailer shall not alter Products.

(c) Retailer shall not represent or advertise any Product as “new” that has been returned open or repackaged and shows signs of use.



(d) Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to Ingersoll Rand.

(e) Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(f) Retailer shall cooperate with Ingersoll Rand with respect to any Product tracking systems that may be implemented from time to time. Additionally, Retailer shall maintain in Canada such documents and records (and for such period of time) as may be required by applicable law to ensure that Products may be traced in the event of a product recall or safety incident.

(g) Retailer shall cooperate with Ingersoll Rand with respect to any Product recall or other consumer safety information dissemination efforts. If any regulatory authority issues a recall or takes similar action in connection with the Products, or if Ingersoll Rand determines that an event, incident or circumstance has occurred which requires a recall or market withdrawal of the Products, Ingersoll Rand shall advise Retailer. Ingersoll Rand shall have the right to control and manage any Product recall. Retailer shall cooperate fully with Ingersoll Rand in the event of a Product recall or any consumer safety information dissemination efforts. Retailer shall provide Ingersoll Rand with information regarding Retailer’s sales of the Products when requested by Ingersoll Rand, at no charge, and in the case of information requested in connection with a recall of any Product within twenty-four (24) hours. In the event of a recall, Retailer shall pay all costs and expenses incurred by Retailer resulting from such recall and to the extent that the recall arises out of or results from the negligence of the Retailer, Retailer shall also be responsible for the expenses and costs incurred by Ingersoll Rand in respect of such recall.

(h) Retailer shall promptly report to Ingersoll Rand any customer complaint or adverse claim regarding Products of which it becomes aware. In the event the customer complaint or adverse claim relates to an incident or occurrence that resulted or may reasonably have been expected to result in serious injury to an individual or serious adverse effects on an individual’s health (including, without limitation, if such complaint or adverse claim relates to incorrect or insufficient labelling instructions or the lack of a label or instructions), Retailer shall immediately report such complaint or adverse claim to Ingersoll Rand. Retailer shall fully cooperate with Ingersoll Rand and assist Ingersoll Rand in investigating all complaints or adverse claims regarding the Products. As between the parties, Ingersoll Rand shall have the sole authority to correspond with regulatory authorities with respect to complaints or adverse claims regarding the Products.

(i) Retailer shall cooperate with Ingersoll Rand in the investigation and resolution of any quality or customer service issues related to Retailer’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Retailer is authorized to utilize the applicable “Ingersoll Rand” marks (“Trademarks”) for the sole purpose of promoting the sale of Products under this Policy and in the form and manner approved by Ingersoll Rand. Retailer agrees to display the Trademarks in good taste, in a manner that preserves their value, and in accordance with Ingersoll Rand’s trademark standards, as may be amended from time to time. Retailer shall not use or otherwise display the Trademarks on any written media without the prior written consent of Ingersoll Rand. Ingersoll Rand reserves the right to review and approve Retailer’s use or intended use of the Trademarks at any time, without limitation. All right, title, and interest in the Trademarks remains with Ingersoll Rand. Retailer’s right to use the Trademarks shall cease upon termination of Retailer’s status as an Authorized Retailer.

6. **Termination.** If Retailer violates this Policy, Ingersoll Rand reserves the right to terminate Retailer’s status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer’s status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Ingersoll Rand Products or has any affiliation whatsoever with Ingersoll Rand; and (iii) using all Trademarks.

7. **Modification.** Ingersoll Rand reserves the right to update, amend, or modify this Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Retailer’s continued use, advertising,



offering for sale, or sale of the Products, use of the Trademarks, or use of any other information or materials provided by Ingersoll Rand to Retailer following notice of the amendments will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Policy, and its attachments, if any, constitute confidential, proprietary information of Ingersoll Rand and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Ingersoll Rand.

9. **Language.** The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.



EXHIBIT A

INGERSOLL RAND ONLINE SALES GUIDELINES

Retailer's approval to sell Ingersoll Rand Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Websites must not give the appearance that they are operated by Ingersoll Rand or any third party.
2. The Permissible Public Websites must feature a professional and visually appealing design that is consistent with and will promote Ingersoll Rand's image and goodwill with the target consumer population.
3. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name provided in advance to Ingersoll Rand, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites.
4. At Ingersoll Rand's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
5. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to Ingersoll Rand for review upon request. Retailer agrees to cooperate with Ingersoll Rand in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews.
6. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, anti-spam, and data security laws, regulations and industry standards, including, but not limited to, the Personal Information Protection and Electronic Documents Act (Canada), S.C. 2000, c. 5 and similar provincial privacy legislation, Canada's Anti-Spam Legislation, S.C. 2010, c. 23 ("CASL") and the Payment Card Industry Data Security Standard ("PCI DSS"), including without limitation all notice, consent and unsubscribe obligations thereunder. Retailer shall maintain and make available on the Permissible Public Websites detailed privacy policies that accurately describe its personal information practices and will remain in compliance with its privacy policies and the requirements of any contract to which it is a party. Retailer will maintain throughout the term of the Agreement a comprehensive written information security governance program, which will include reasonable and appropriate physical, administrative and technological controls designed to prevent the unauthorized access to, use, disclosure, destruction, or loss of personal information in Retailer's custody and control. Retailer will not send or cause or permit to be sent any commercial electronic messages or install or cause to be installed any mobile applications or other computer programs, as such terms are defined under CASL, on behalf of Ingersoll Rand. Retailer will solely be responsible for all commercial electronic messages sent in connection with this Agreement.
7. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products. Retailer must fulfill orders in a timely manner.
8. Unless separately authorized by Ingersoll Rand in writing, Retailer shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's.
9. In marketing Products on Permissible Public Websites, Retailer must only use images of Products either supplied by or authorized by Ingersoll Rand. Retailer must accurately represent and describe the Products on the Permissible Public Websites and must keep all Product descriptions and images up-to-date.
10. Retailer shall not advertise Products not carried in inventory on the Permissible Public Websites.



11. The Permissible Public Websites must display Ingersoll Rand's official "Authorized Online Seller" logo.
12. Retailer must provide exceptional customer service through the Permissible Public Websites including, but not limited to, providing shipping and tracking notifications to customers for any order placed on the Permissible Public Websites.
13. Retailer agrees to share point of sale data with Company annually or as otherwise reasonably requested by Company, including sales volume and unit data by SKU. Prior to sharing any such point of sale data with Company, Retailer must ensure that the data has been rendered anonymous (i.e. non-identifiable) as to any identifiable individual.
14. Retailer may only offer genuine parts for Ingersoll Rand brand Products through the Permissible Public Websites.