



**KIMBERBELL KIDS LLC AUTHORIZED RETAILER POLICY
FOR THE UNITED STATES
Effective Date: May 21, 2021**

This Kimberbell Kids LLC Authorized Retailer Policy for the United States (“Retailer Policy”) is issued by Kimberbell Kids LLC (“Kimberbell”) and applies to Authorized Retailers of Kimberbell® branded sewing and embroidery products and accessories (“Product(s)”) in the United States of America.¹ By purchasing Products from Kimberbell or a Kimberbell Authorized Distributor for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreement between you and Kimberbell. Until such status is otherwise revoked by Kimberbell, in Kimberbell’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer.” Kimberbell may review Retailer’s activities for compliance with this Retailer 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 only 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 a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without Kimberbell’s prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Etsy, Facebook Marketplace, Target+, and Walmart Marketplace);
- (iii) has been registered through the Kimberbell Authorized Online Seller Registration Form found at <https://kimberbell.com/online-reseller-registration/>; and
- (iv) is operated in compliance with the terms and conditions set forth in the Kimberbell Kids LLC Online Sales Guidelines, attached as Exhibit A, as Kimberbell may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Kimberbell.**

(c) Kimberbell reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to sell Products on the Permissible Public Websites, and Retailer must cease all such sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Kimberbell and Retailer regarding the sale of the Products online.

¹ Please note that Kimberbell may offer and/or sell web-based training, digital downloads, CDs, or similar products that come with their own license. The terms of this Retailer Policy are not intended to, and do not, replace, or modify licenses or similar terms applicable to digital products. For instance, you may not download and resell or distribute digital downloads. Should you like rights in addition to the rights in the licenses accompanying these products (e.g., multi-user licenses, rights for distribution, or other rights), please email: info@kimberbell.com.

(d) Retailer agrees to promptly notify Kimberbell of any change to the information submitted on its Kimberbell Authorized Online Seller Registration Form by reregistering with Kimberbell.

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 Kimberbell. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer's business and/or (b) related to the marketing and sale 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 Kimberbell or the Products. Retailer shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer shall comply with the Kimberbell Kids LLC Product Care, Customer Service, and Other Quality Controls attached as Exhibit B, as Kimberbell may amend from time to time.

5. **Intellectual Property.**

(a) Retailer acknowledges and agrees that Kimberbell owns all proprietary rights in and to the Kimberbell® brand, name, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Kimberbell IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Kimberbell IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Kimberbell IP shall inure solely to the benefit of Kimberbell.

(b) Retailer's use of the Kimberbell IP shall be in accordance with any guidelines that may be provided by Kimberbell from time to time, including the Kimberbell Brand Guide (which includes logo size and spacing requirements, pantone colors, and other general guidelines for use), and must be commercially reasonable as to the size, placement, and other manners of use. Kimberbell reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the Kimberbell IP at any time, without limitation. In marketing the Products, Retailer shall only use images of Products either supplied by or authorized by Kimberbell and shall ensure that all Product images and descriptions are accurate and up to date. Kimberbell will offer branded merchandising for Retailer to purchase including tablecloths, vinyl banners, t-shirts, and other Product displays. Requests for use of the Kimberbell IP beyond the marketing images and merchandising provided by Kimberbell must be submitted in writing to branding@kimberbell.com for permission.

(c) Retailer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Kimberbell product name or trademark, nor a misspelling or confusingly similar variation of any Kimberbell product name or trademark.

6. **Termination.** Kimberbell 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 Kimberbell Products or has any affiliation whatsoever with Kimberbell; and (iii) using all Kimberbell IP.

7. **Modification.** Kimberbell reserves the right to update, amend, or modify this Retailer Policy at any time. 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 Kimberbell IP, or use of any other information or materials provided by Kimberbell to Retailer will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer Policy, and its attachments, if any, constitute confidential, proprietary information of Kimberbell 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 Kimberbell. Further, for any new Product launches by Kimberbell, pricing, assets, and other information related to such Products is considered confidential. Retailer shall not use any such new Product information until the time of the Product launch or until instructed by Kimberbell, and shall not engage in any pre-selling of such Products prior to the Product launch, nor before shipment of such Product is received, without Kimberbell's prior written consent.

EXHIBIT A**KIMBERBELL KIDS LLC ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Kimberbell or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, 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 or in an order confirmation email sent at the time of purchase.
3. At Kimberbell'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.
4. 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 Kimberbell for review upon request. Retailer agrees to cooperate with Kimberbell 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. Retailer shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Kimberbell.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. 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.
7. Except where Retailer has entered into a drop-shipment arrangement with Kimberbell whereby Kimberbell ships Products on Retailer's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Retailer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Retailer's.
8. Retailer shall ensure that any third-party logistics provider engaged by Retailer to store inventory or fulfill orders for the Products is aware of and complies with all product quality controls and customer service standards described herein or otherwise conveyed to Retailer by Kimberbell. Retailer shall ensure that any such third-party logistics provider stores Retailer's inventory of Products separately from any Products owned by any third party. Upon request by Kimberbell, Retailer shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate with Kimberbell in investigating any concerns related to the Products that may relate to Retailer's use of a third-party logistics provider. Under no circumstances shall Retailer permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Retailer's.
9. Except as expressly authorized in writing by Kimberbell, Retailer shall not offer for sale or sell digital-only Kimberbell-branded products through the Permissible Public Website.

EXHIBIT B
KIMBERBELL KIDS LLC
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Kimberbell regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight, and where the Products and the Products' packaging are not susceptible to mold or mildew, physical damage, punctures, tears or soiling.
2. Sell Products in their original packaging. Bundling of Products is permitted, provided, however, that the Products are bundled only with other Kimberbell-branded products, or non-Kimberbell products which are not dilutive or harmful to the Kimberbell brand, and provided that all instructions or other materials provided for End Users with the Products are included in the bundle. Kimberbell reserves the right to review and revoke Kimberbell's authorization to sell any bundles which include Products and which Kimberbell finds, in its sole discretion, to be harmful to the Kimberbell brand. Except as provided herein, relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Do not sell Kimberbell digital products except as authorized in writing by Kimberbell (for example, offering for download a design or instructions sold by Kimberbell in CD form is a violation of these terms).
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
4. Do not advertise or resell as "new" any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Kimberbell at info@kimberbell.com. Please visit <https://kimberbell.com/policies/> to review Kimberbell's Wholesale Return Policy for reference.
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Abide by applicable guidelines provided by Kimberbell from time to time as applicable to your sales, including but not limited to, Kimberbell Event Planning Guides, Dealer Exclusive Guidelines, and Fill in the Blank Guidelines. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Cooperate with Kimberbell with respect to any Product tracking systems that may be implemented from time to time.
8. Cooperate with Kimberbell with respect to any Product recall or other consumer safety information dissemination efforts.
9. Report to Kimberbell any customer complaint or adverse claim regarding the Products and assist Kimberbell in investigating any such complaints or adverse claims.
10. Cooperate with Kimberbell in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.