



HAMILTON BEACH COMMERCIAL AUTHORIZED INDIRECT DEALER POLICY FOR THE UNITED STATES
Effective Date: July 1, 2025

This Hamilton Beach Commercial Authorized Indirect Dealer Policy for the United States ("Dealer Policy") is issued by Hamilton Beach Brands, Inc., through its Hamilton Beach Commercial Division ("HBC") and applies to Authorized Indirect Dealers of HBC products sold under the brands identified at <https://hamiltonbeachcommercial.com/authorized-seller-program/> ("Product(s)") in the United States of America. By purchasing Products for resale, you ("Indirect Dealer") agree to adhere to the following terms. Until such status is otherwise revoked by HBC in HBC's sole and absolute discretion, Indirect Dealer shall be considered an "Authorized Indirect Dealer." This Dealer Policy supplements any then-current dealer agreement between you and HBC. HBC may review Indirect Dealer's activities for compliance with this Dealer Policy, and Indirect Dealer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Indirect Dealer's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Indirect Dealer is authorized to sell Products only to End Users in the United States. An "End User" is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party. Indirect Dealer shall not sell or transfer Products to any person or entity Indirect Dealer knows or has reason to know intends to resell the Products. Indirect Dealer shall not sell, ship, or promote the Products outside the United States of America without HBC's prior written consent.

2. **Online Sales.** Indirect Dealer shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Target+, Walmart Marketplace, and Wayfair), mobile application, or other online forum without the prior written consent of HBC. The terms of this Dealer Policy supersede any prior agreement between HBC and Indirect Dealer regarding the sale of the Products on or through websites, mobile applications, online marketplaces, and other online forums. Any authorization previously granted to Indirect Dealer by HBC to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Indirect Dealer 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. Indirect Dealer shall not make any warranties or representations concerning the Products except as expressly authorized by HBC. Indirect Dealer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Indirect Dealer's business and/or (b) related to the marketing and sale of the Products. Indirect Dealer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of HBC or the Products. Indirect Dealer shall only purchase Products from Hamilton Beach Brands, Inc. or HBC's Authorized Master Distributors in the United States.

4. **Product Care, Customer Service, and Other Quality Controls.** Indirect Dealer shall comply with the Hamilton Beach Commercial Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as HBC may amend from time to time.

5. **Intellectual Property.**

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

(b) Indirect Dealer's use of the HBC IP shall be in accordance with any guidelines that may be provided by HBC from time to time and must be commercially reasonable as to the size, placement, and other manners of use. HBC reserves the right to review and approve, in its sole discretion, Indirect Dealer's use or intended use of the HBC IP at any time, without limitation. In marketing the Products, Indirect Dealer shall only use images of Products either supplied by or authorized by HBC and shall ensure that all Product images and descriptions are accurate and up to date.

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

6. **Termination.** HBC may terminate Indirect Dealer's status as an Authorized Indirect Dealer with written or electronic notice. Upon termination of Indirect Dealer's status as an Authorized Indirect Dealer, Indirect Dealer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Indirect Dealer is an Authorized Indirect Dealer of the Products or has any affiliation whatsoever with HBC; and (iii) using all HBC IP.

7. **Modification.** HBC may amend this Dealer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Indirect Dealer's continued use, advertising, offering for sale, or sale of the Products, use of the HBC IP, or use of any other information or materials provided by HBC to Indirect Dealer will be deemed Indirect Dealer's acceptance of the amendments.

EXHIBIT A

**HAMILTON BEACH COMMERCIAL
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by HBC 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. Products shall be maintained in a clean, saleable condition.
2. Sell Products in their original retail packaging, if any. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
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. Describe the condition of Products accurately. Do not advertise or resell as "new" any Product that has been returned opened or repackaged. If advertising or selling any non-new Product, describe such Product as "used" or "open box" and do not use "refurbished" or similar language that would imply a level of inspection by HBC. Specify that such non-new Product is excluded from warranty coverage offered by HBC.
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 HBC at commercial.info@hamiltonbeach.com.
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, installation, and proper use of the Products, as well as any applicable warranty, guarantee, or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Ensure that any third-party logistics provider engaged to store inventory of 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 by HBC. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. HBC reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to HBC. Cooperate with HBC in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
8. Cooperate with HBC with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with HBC with respect to any Product recall or other consumer safety information dissemination efforts.
10. Implement commercially reasonable loss prevention and anti-diversion measures. Notify HBC promptly in the event of a theft or other loss of a material quantity of Products.
11. Report to HBC any customer complaint or adverse claim regarding the Products and assist HBC in investigating any such complaints or adverse claims.
12. Cooperate with HBC 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.