

**HAMILTON BEACH COMMERCIAL
AUTHORIZED ONLINE DEALER TERMS AND CONDITIONS FOR THE UNITED STATES**

The Hamilton Beach Commercial Authorized Online Dealer Terms and Conditions for the United States (the “Terms”) are issued by Hamilton Beach Brands, Inc., through its Hamilton Beach Commercial Division (“HBC”), and apply to all Authorized Indirect Dealers who have been approved by HBC to market and sell HBC products online in the United States. By accepting authorization to sell HBC products online, you (“Seller”) agree to adhere to the following terms.

1. **Terms Governing the Sale of HBC Products Online.** The Terms supplement, amend, and are deemed incorporated into the Hamilton Beach Commercial Authorized Indirect Dealer Policy for the United States (the “Authorized Indirect Dealer Policy”). Seller affirms its agreement to adhere to the currently effective Authorized Indirect Dealer Policy. Except as supplemented or amended by the Terms, the Authorized Indirect Dealer Policy remains unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Authorized Indirect Dealer Policy.

2. **Authorization of Online Sales.** Seller may market for sale and sell the products identified on the Online Eligible Product List available at <https://hamiltonbeachcommercial.com/authorized-seller-program/> only for the brands identified as approved by HBC in the Application for Website Approval (“Products”) solely at the corresponding website(s) identified as approved by HBC in the Application for Website Approval (“Authorized Websites”). It is Seller’s responsibility to regularly monitor the Online Eligible Product List to ensure its Authorized Website sales comply. HBC reserves the right to update the Online Eligible Product List at any time in its sole discretion. Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum. HBC reserves the right to limit the sale of all or certain Products on some or all Authorized Websites with written notice to Seller. Seller agrees to comply with such modifications or restrictions upon receipt of notice.

3. **Operation of the Authorized Websites.**

(a) The Authorized Website(s) must be confined to the specific approved domain name(s). The Authorized Website(s) must not give the appearance that they are operated by HBC or any party other than Seller.

(b) Anonymous sales are prohibited. Seller’s full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Website(s) and must be included with any shipment of Products from the Authorized Website(s) or in an order confirmation email sent at the time of purchase.

(c) At HBC’s request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Website(s).

(d) The Authorized Website(s) shall have a mechanism for receiving customer feedback, and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) regarding the Products to HBC for review upon request. Seller agrees to cooperate with HBC in the investigation of any negative online review associated with Seller’s sale of the Products and to use reasonable efforts to resolve any such reviews. Seller shall maintain all records related to customer feedback for at least 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 Seller to disclose identifying information about its customers to HBC.

(e) The Authorized Website(s) shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.

(f) Seller shall be responsible for all fulfillment to customers who order Products through Authorized Website(s), any applicable taxes associated with such purchases of Products, and any returns of Products.

(g) Except where Seller has entered into a drop-shipment arrangement with HBC (or, with HBC’s prior written consent, an Authorized Master Distributor) whereby HBC (or the Authorized Master Distributor) ships Products on Seller’s behalf to customers who order Products through the Authorized Website(s), under no circumstances shall Seller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Seller’s.

4. **Intellectual Property.** The license granted to Seller in the Authorized Indirect Dealer Policy to use the HBC IP (as defined in the Authorized Indirect Dealer Policy) is hereby amended to authorize use of the HBC IP on the Authorized Website(s), subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the HBC IP except as granted in the Authorized Indirect Dealer Policy or herein.

5. **Termination.** HBC, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites at any time with written notice. Unless otherwise agreed to by HBC and Seller, Seller must cease all such marketing and sales on the applicable Authorized Website(s) immediately upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller's authorization to use the HBC IP on such website(s) shall be revoked. On termination of Seller's status as an Authorized Indirect Dealer pursuant to the Authorized Indirect Dealer Policy, Seller's authorization to market for sale and sell Products on the Authorized Websites shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.

6. **Additional Terms.**

(a) **Indemnification.** Seller shall, and hereby does, indemnify, defend, save and hold harmless HBC, and its directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Terms by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.

(b) **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Authorized Indirect Dealer Policy or Sections 2 (Authorization of Online Sales), 3 (Operation of the Authorized Websites), 4 (Intellectual Property), 5 (Termination), or 6(f) (Confidentiality) of the Terms, it is agreed and understood that HBC will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach. No failure, refusal, neglect, delay, waiver, forbearance, or omission by HBC to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit HBC's right to fully enforce any or all provisions and parts thereof.

(c) **Modification.** HBC may amend the Terms with written notice to Seller. Unless otherwise provided, such amendments will take effect immediately, and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Website(s) following such notice will be deemed Seller's acceptance of the amendments.

(d) **Waiver.** No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

(e) **Entire Agreement.** The Terms (including the Hamilton Beach Commercial Authorized Online Dealer Application for the United States) constitute the entire agreement between the parties regarding the contemplated transactions and supersede all prior agreements and understandings between HBC and Seller relating to the sale of the Products online.

(f) **Confidentiality.** The Terms constitute confidential, proprietary information of HBC 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 HBC.

(g) **Governing Law and Dispute Resolution.** The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of Virginia, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, HBC and Seller expressly submit to personal jurisdiction and venue in the federal or state courts of record in Virginia. In the event of a breach or threatened breach of the Terms by Seller, Seller is responsible for HBC's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.

(h) **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HBC AND SELLER EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR HBC'S AND SELLER'S ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.