InSinkErator® Reseller Policy

InSinkErator has determined that distributing products in a manner consistent with its premium brand image is an important part of how InSinkErator competes against other garbage disposal and hot water dispenser manufacturers. InSinkErator has therefore adopted the following United States independent reseller policy to maintain InSinkErator’s high quality image and brand goodwill. InSinkErator will only sell garbage disposal and hot water dispenser products to independent resellers that it has authorized to sell or distribute its products (“Authorized Resellers”). Authorized Resellers are the only independent resellers permitted by InSinkErator to resell InSinkErator’s products. InSinkErator will determine which resellers qualify to become Authorized Resellers in its sole discretion. InSinkErator may de-authorize a previously Authorized Reseller at any time, at its sole discretion, without advance notice and without assuming any liability to itself.

InSinkErator’s Policy requires Authorized Resellers to:

- Advertise InSinkErator’s products in a manner that InSinkErator deems consistent with its brand – Authorized Resellers will not advertise or promote InSinkErator products at a price less than the “Internet Minimum Advertised Price” as set forth in InSinkErator’s Internet Minimum Advertised Price Policy.
- Not sell InSinkErator’s products to purchasers for secondary resale or for liquidation (i.e., sales other than to end-user customers). (Buying-groups or co-ops are permitted to resell InSinkErator’s products to their members so long as the members are purchasing for sale to end-user customers; however, as is true for all Authorized Resellers, neither buying-groups nor co-ops may sell InSinkErator products for liquidation).
- Return defective products or products returned by end-user customers to InSinkErator, unless an Authorized Reseller has written confirmation from InSinkErator that another disposition is acceptable.
- Advertise that any open-box products are “second-hand” or “used.”
- Not sell products to third parties that appear on InSinkErator’s “Do Not Distribute List,” which will be furnished to Authorized Resellers from time-to-time.
- Not use InSinkErator’s Trademarks, marketing collateral, or copyrights without InSinkErator’s express authorization or license.
- Not sell InSinkErator’s products for export outside of the United States (directly or indirectly).

This list is not exhaustive, and InSinkErator reserves its right to exercise its own independent discretion as to the accounts with whom it will deal. If an Authorized Reseller engages in an unauthorized sales activity, InSinkErator reserves the right to:
• Cancel any existing orders from that Authorized Reseller or refuse new orders.
• Withhold any promotional allowances.
• De-authorize Authorized Resellers, thereby eliminating the benefits accruing to Authorized Reseller.
• Place the entity on InSinkErator’s “Do Not Distribute List.”
• Only fulfill warranty claims of sales by Authorized Resellers.

InSinkErator may modify this Policy at any time. This Policy applies to first-quality goods only. The Policy does not apply to distressed merchandise and closeouts as labeled by InSinkErator.

BENEFITS

Authorized Resellers may advertise themselves as InSinkErator Authorized Resellers in their advertising and will have access to exclusive content and images for use on their digital storefronts. In addition, Authorized Resellers will be listed as such as on InSinkErator’s internet site, insinkerator.emerson.com/authorized-reseller. Authorized Resellers also have access to exclusive product training for their online customer service representatives and periodic product and promotional opportunities. Since Authorized Resellers are the only independent resellers authorized by InSinkErator to sell its products, customers of Authorized Resellers can be assured that InSinkErator will promptly address any of their warranty claims or questions.