

Dear Reseller,

At Legrand AV Inc., we are committed to you—the reseller partners that help our company satisfy customer needs and deliver innovative foundational AV product and service solutions that create amazing AV experiences for end users worldwide. To protect our brands and the integrity of our authorized distribution channels, Legrand AV is announcing and implementing an Authorized Seller Program for the C2G®, CHIEF®, DA-LITE®, LUXUL™, MIDDLE ATLANTIC®, SANUS®, and VADDIO® brands, effective March 1, 2021.

Among other benefits, our Authorized Seller Program will ensure that all sellers of Legrand AV products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged and diverted products.

Your obligations under our new Authorized Seller Program are outlined in the **Legrand AV Inc. Authorized Reseller Policy**, which is attached for your review.

Key Features of the Authorized Reseller Policy:

- **Where and to Whom You May Sell Legrand AV Products:** Legrand AV is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of Legrand AV products to unauthorized sellers. To this end, the Authorized Reseller Policy requires that you sell Legrand AV products solely to end users and not to persons or entities who intend to resell Legrand AV products in an uninstalled state to any third party. In addition, you may not market for sale or ship Legrand AV products outside of the United States without our prior written consent.
- **Online Sales:** The Authorized Reseller Policy restricts the manner in which you may sell Legrand AV products online.
 - Specifically, with the exception of Luxul branded products, if you wish to sell Legrand AV products online on your own, proprietary website, you must (1) register your website with Legrand AV by sending an email to av.onlineregistry@legrand.com that includes all of the information as set forth under Section 2(a)(i) of the Authorized Reseller Policy and (2) follow our **Legrand AV Inc. Online Sales Guidelines**.
 - You may not sell Legrand AV products as a third-party seller on marketplace websites such as Amazon, eBay, Walmart Marketplace, Target+, Sears Marketplace, Google Shopping, Newegg, or Rakuten without prior written consent from Legrand AV. Our rules regarding online sales will be strictly enforced.
 - **Please note that online resale of Luxul branded products is strictly prohibited. You may not offer for sale or sell Luxul branded products online (on or through your own proprietary website or otherwise) under any circumstances.**
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase Legrand AV products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller Policy also describes certain steps you must take to maintain the quality of Legrand AV products until they reach consumers.

Additionally, Legrand AV has updated its Minimum Advertised Price Policy (“MAP Policy”), which applies to all advertising of Legrand AV products in the United States. A copy of the updated MAP Policy is attached for your review and reference.

Finally, for your reference, we have included a Frequently Asked Questions document regarding the Authorized Reseller Policy and our new Authorized Seller Program. Thank you for your careful attention to the Authorized Reseller Policy and for your continued support of Legrand AV Inc. and the Legrand AV family of brands.

Sincerely,

Legrand AV Inc.

LEGRAND AV INC. AUTHORIZED RESELLER POLICY
Effective Date: March 1, 2021

This Legrand AV Inc. Authorized Reseller Policy (“Reseller Policy”) is issued by Legrand AV Inc. (“Legrand AV”) and applies to Authorized Resellers of Legrand AV, including, but not limited to, C2G®, CHIEF®, DA-LITE®, LUXUL™, MIDDLE ATLANTIC®, SANUS®, and VADDIO® branded products (collectively, “Product(s)”) in the United States of America. By purchasing Products from an Authorized Legrand AV Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Legrand AV in Legrand AV’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller.” Legrand AV may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users. An “End User” is any purchaser of the Product who installs and/or is the ultimate consumer for whom the Product was designed and who does not intend to resell the Product in an uninstalled state to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products in an uninstalled state. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without Legrand AV’s prior written consent.

2. **Online Sales.**

(a) ***C2G, CHIEF, DA-LITE, MIDDLE ATLANTIC, SANUS, and VADDIO.*** Reseller is authorized to offer for sale and sell C2G, Chief, Da-Lite, Middle Atlantic, Sanus, and Vaddio branded Products through Permissible Public Websites in accordance with the terms herein.

(i) A “Permissible Public Website” is a website or mobile application that:

- is operated by Reseller in Reseller’s legal name or registered fictitious name;
- is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+, Sears Marketplace, Google Shopping, Newegg, Rakuten);
- has been registered with Legrand AV by sending an email to av.onlineregistry@legrand.com that includes all of the following information:
 - (1) Reseller’s legal name and any DBA or trade name under which Reseller does business;
 - (2) Reseller’s primary contact name and title;
 - (3) Reseller’s physical address, phone number, and email address at which Reseller agrees to receive notices;
 - (4) a list of the Authorized Distributor(s) from which Reseller purchases Products;
 - (5) a list of the Legrand AV brands Reseller intends to sell on the provided websites or mobile application; and
 - (6) the URL and name (as applicable) of any website or mobile application;

and

- is operated in compliance with the Legrand AV Inc. Online Sales Guidelines attached hereto as Exhibit A, as Legrand AV may amend from time to time.

(ii) **Reseller shall not offer for sale or sell C2G, Chief, Da-Lite, Middle Atlantic, Sanus, and Vaddio branded 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 Legrand AV. Legrand AV’s consent to sell C2G, Chief, Da-Lite, Middle Atlantic, Sanus, and Vaddio branded Products on third-party marketplace websites is NOT granted through the website registration process as provided for under Section 2(a)(i) above.**

- (iii) Legrand AV reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell C2G, Chief, Da-Lite, Middle Atlantic, Sanus, and Vaddio branded Products on the Permissible Public Websites, and Reseller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Reseller Policy supersede any prior agreement between Legrand AV and Reseller regarding the sale of C2G, Chief, Da-Lite, Middle Atlantic, Sanus, and Vaddio branded Products online.
- (iv) Reseller agrees to promptly notify Legrand AV of any change to the information submitted in Reseller's email to Legrand AV, as described in Section 2(a)(i) above.

(b) **LUXUL.** Reseller shall not offer for sale or sell Luxul branded Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+, Sears Marketplace, Google Shopping, Newegg, Rakuten), mobile application, or other online forum without the prior written consent of Legrand AV. The terms of this Reseller Policy supersede any prior agreement between Legrand AV and Reseller regarding the sale of Luxul branded Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Legrand AV to sell Luxul branded Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Reseller 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. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Legrand AV. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Legrand AV or the Products. Reseller shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Legrand AV Inc. Product Care, Customer Service, and Other Quality Controls attached hereto as Exhibit B, as Legrand AV may amend from time to time.

5. **Intellectual Property.**

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

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

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Legrand AV product name or trademark owned by or licensed to Legrand AV, nor a misspelling or confusingly similar variation of any Legrand AV product name or trademark owned by or licensed to Legrand AV.

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

7. **Modification.** Legrand AV reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Legrand AV IP, or use of any other information or materials provided by Legrand AV to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, constitute confidential, proprietary information of Legrand AV 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 Legrand AV.

EXHIBIT A

LEGRAND AV INC. ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by Legrand AV or any third party.
2. Anonymous sales are prohibited. Reseller'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 Legrand AV's request, Reseller 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 Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Legrand AV for review upon request. Reseller agrees to cooperate with Legrand AV in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews. Reseller shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Reseller to disclose identifying information about its customers to Legrand AV.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Reseller 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 Reseller has entered into a drop-shipment arrangement with Legrand AV whereby Legrand AV ships Products on Reseller's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Reseller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Reseller's.
8. Reseller shall ensure that any third-party logistics provider engaged by Reseller 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 Reseller by Legrand AV. Reseller shall ensure that any such third-party logistics provider stores Reseller's inventory of Products separately from any Products owned by any third party. Upon request by Legrand AV, Reseller shall disclose its use of third-party logistics providers, including the identity and location of any such third-party logistics provider, and shall cooperate with Legrand AV in investigating any concerns related to the Products that may relate to Reseller's use of a third-party logistics provider. Reseller shall not permit any third-party logistics provider to fulfill orders in any way that results in the shipped Product coming from stock other than Reseller's.
9. Reseller shall use reasonable efforts to ensure that no sales are made through the Permissible Public Websites to any person or entity Reseller knows or reasonably should know, to be buying the Products for purposes of resale as opposed to personal use. Indicia Reseller shall consider in making this reasonable determination include, but are not limited to (i) volume of purchases; (ii) information the purchaser provides, such as shipping name and address; (iii) evidence of transshipping; and (iv) other reasonable indicia communicated by Legrand AV to Reseller from time to time.

EXHIBIT B

LEGRAND AV INC. PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

To ensure Product quality and the high level of customer service that is integral to the Legrand AV brands, authorized sellers of Products must adhere to the following requirements:

1. Comply with all instructions provided by Legrand AV regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Products shall be stored in a commercially reasonable manner, unopened, and in a cool, dry place, away from direct sunlight, extreme heat and dampness.
2. Sell Products in their original packaging with all labels, literature, installation instructions, and safety information intact. 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, lot 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. In any display of Products, you shall clearly display complete, accurate and up-to-date Product information as needed to allow prospective purchasers to make an informed decision relating to the Product, including but not limited to: (i) the Product name(s), including the name series or the model name, and (ii) Product functionality and compatibility, and any applicable restrictions.
6. 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 Legrand AV at av.productquality@legrand.com.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, installation, safe and proper use of the Products, as well as any applicable warranty 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.
8. Cooperate with Legrand AV with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with Legrand AV with respect to any Product recall or other consumer safety information dissemination efforts.
10. Report to Legrand AV any customer complaint or adverse claim regarding the Products and assist Legrand AV in investigating any such complaints or adverse claims.
11. Cooperate with Legrand AV 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.

LEGRAND AV MINIMUM ADVERTISED PRICE POLICY

Effective Date: March 1, 2021

Legrand AV Inc. ("Legrand AV") is the designer and manufacturer of products that are advertised, marketed, and sold using copyrighted materials and under Legrand AV's trademarks, brands, or trade names. The following is Legrand AV's policy regarding the advertising of product prices.

- 1. Purpose:** Legrand AV's goal in enacting this policy is to avoid depreciation of, or damage to, its copyrighted works, including advertising, and to trademarks, brands, or trade names. Legrand AV's trademarks, brands, and trade names include, but are not limited to, the trade names Chief, Sanus, Vaddio, Da-Lite, Middle Atlantic Products and Legrand AV ("the Legrand AV Trade Names") and the trademarks and service marks CHIEF®, SANUS®, VADDIO®, DA-LITE® and MIDDLE ATLANTIC PRODUCTS® as well as other common law trademarks and service marks that Legrand AV may from time to time adopt and use in connection with the sale or offering for sale of products or services (the "Legrand AV Trademarks").
- 2. Minimum Advertised Pricing:** To the maximum extent permitted by law, this Policy applies to all current Legrand AV products advertised for sale by its retailers (including dealers), distributors or resellers (collectively, "Sellers") in any media, including the Internet, television, radio, telephone, and print media, and in any form including, for purposes of example only, flyers, posters, coupons, mailers, brochures, inserts, handbills, billboards, circulars, newspapers, magazines, catalogs, email, text message or facsimile transmissions, T.V. or radio commercials, all forms of Internet advertising including website display ads (for example, banner ads, pop-ups, pop-unders, floating ads, expanding ads, trick banners, interstitial ads, etc.), text-based hyperlinks, social media advertising (for example, advertising on Internet forums or social media sites such as Facebook, Twitter or LinkedIn, etc.), online auctions, advertisements or solicitations by email, text or instant messaging, and public signage. "Advertising" shall not include a price quotation sent *via* email or provided orally over the telephone to a consumer at the consumer's request. Nothing in the foregoing listing of media does, or shall be construed to, imply that use of such media (including but not limited to third party websites) is authorized under any agreement between a distributor and Legrand AV.

Legrand AV hereby advises each of its Sellers that advertising Products utilizing the Legrand AV Trademarks and using Legrand AV copyrighted materials (including photographs from the online photo library or Legrand AV-created product descriptions) at a price below the manufacturer suggested retail price as listed or published by Legrand AV in its most recent price list ("the MSRP") may lead to certain consequences, including discontinuation of Legrand AV's business relationship with such Seller. Legrand AV expects that Products will be advertised in print, on television or radio, or on the Internet by its Seller in compliance with Attachment 1, attached hereto. Legrand AV's intention and policy is not to engage any Seller that fails to comply with this Section 2. It is the decision of the Seller to advertise at any price they choose, as long as it is in compliance with Attachment 1.
- 3. Limitation of Policy:** This policy relates to advertised prices. Without limiting any of the foregoing, no part of this policy is intended to affect resale prices or to require any Sellers to sell products at the MSRP or at any price stated herein. This MAP Policy thus governs only the advertised price, not the actual sales price. Compliance with this policy remains at all times solely in the discretion of the individual Seller.
- 4. Changes in MSRP and Products:** All products listed on Attachment 1 are subject to this policy. Legrand AV may at any time in its sole discretion revise the list of products and will provide notice of such revision to its distributors and to its customers who are direct retailers (including dealers) within a reasonable time. Legrand AV may at any time, in its sole

discretion, revise the MSRP for any product. Each revision shall be effective at such time as is specified by Legrand AV in its pricing schedule, which will be provided to its distributors and to its customers who are direct retailers (including dealers). Distributors are responsible for passing along this information to their reseller customers. Legrand AV's current price lists are available to all Sellers at Legrand AV's offices. All changes of such prices, as and when made, will also be available.

5. **Discounts. Premiums:** Should any Seller advertise the giving of any article of value in connection with the sale of any products, or the making of any concession in connection with the sale of any such products, which results in a sale by Seller at net prices below Attachment 1, this shall represent a violation of this policy.
6. **Price Reductions. Inventory Reductions, and Clearance:** Legrand AV may exempt certain designated designs, models, and items from this policy for the purpose of, among other things, inventory reduction and model closeouts.
7. **Price in Cart:** Prices listed on a Seller website are considered "advertised prices" and shall adhere to this policy. To be deemed compliant with this policy, the MAP price must be provided in conjunction with each Legrand AV product and be visible, without the need for action, by the person using the website. (Note, however, that bona fide wholesale websites maintained for purposes of selling to resellers may require a customer login before the customer can access a price.)

Once the pricing is associated with a manifest intent to purchase (*i.e.*, the product is added to a shopping cart or equivalent intent to order is clear), the price is deemed the selling price and not an advertised price.

Prices revealed by a shopper's simply scrolling over or clicking on the product short of manifesting an intent to purchase is deemed an advertised price and is subject to this policy. Conversely, advertised inducements suggesting that prices below MAP are or may be available violate the policy. Examples of such inducements include, but are not limited to the following:

- "Call (or email) us for lowest prices"
- "This price too low to advertise"
- "Click here (or mouse over) for best price"
- A blank price
- "Add to cart to see discount/price"
- "Discount applied in cart"
- "Instant Rebates"
- "Pricing" button in lieu of "Add to Cart" button
- Pricing of any kind with a line through it, indicating it is not the real price

For Legrand AV's commercial brands (Chief, Da-Lite, Vaddio and Middle Atlantic Products), resellers not wanting to list pricing on the initial product landing page on their reseller-owned websites shall be deemed by Legrand AV to be in compliance with this unilateral MAP policy where:

- No inducements, including but not limited to those listed above, are used to drive the shopper to look for pricing in the cart.
 - No pricing of any kind appears on the page
 - Verbiage on button to place the product in the cart is limited to “Add to Cart.”
8. **Discretion of Legrand AV:** Legrand AV will make all decisions concerning this policy unilaterally. Nothing in this MAP policy is an agreement with any person regarding whether or not such person will comply with this policy. Legrand AV reserves the right to make exceptions to this policy on a case-by-case basis consistent with the need to maintain the integrity of Legrand AV’s Trademarks, Trade Names and copyrights.

Sellers and others with questions regarding this policy should contact Legrand AV at av.authorized.dealer@legrand.com.

Attachment 1: Product Inclusions for Legrand AV Minimum Advertised Price Policy

Chief®

The products and pricing associated with this Policy, which may be amended from time-to-time, can be found at the following link:

<https://na4.salesforce.com/sfc/p/600000007Dpt/a/6000000095jT/xFO5CDsYkqaSvHhGnHC93dzSUokNWw4OyDbpf50KZN8>

Da-Lite®

The products and pricing associated with this Policy, which may be amended from time-to-time, can be found at the following link:

<https://na53.salesforce.com/sfc/p/#600000007Dpt/a/f2000000fz6u/pFeqSpYjWPWfhw.RHTV.M6UAWFavH9p7iq6GY9Aoc8w>

Middle Atlantic Products®

<https://na53.salesforce.com/sfc/p/#600000007Dpt/a/f2000000fz6z/lWQgzDMCbyi.aq9a6CahLwNI4EnMOFPs8cxk95EnnNM>

Sanus®

The products and pricing associated with this Policy, which may be amended from time-to-time, can be found at the following link:

https://na4.salesforce.com/sfc/p/600000007Dpt/a/600000009AyO/6G2lLEDi_QrbpNvpZUA3Ftjk84iKpNPdblvM.G85fjo

Vaddio®

The products and pricing associated with this Policy, which may be amended from time-to-time, can be found at the following link:

<https://na4.salesforce.com/sfc/p/600000007Dpt/a/600000009AyY/qZkF1xhRkGbj8TIPxaJBOITcAhI3cJA1v9w8IkIJUXO>

LEGRAND AV INC. AUTHORIZED SELLER PROGRAM AUTHORIZED RESELLER POLICY – FREQUENTLY ASKED QUESTIONS

Q1. Why is Legrand AV implementing the Authorized Seller Program?

A1. The Authorized Seller Program is designed to protect the long-term integrity of the Legrand AV C2G®, CHIEF®, DA-LITE®, LUXUL™, MIDDLE ATLANTIC®, SANUS®, and VADDIO® brands and to support our relationships with our valued distribution channel partners, both in brick-and-mortar channels and online. The Program also aims to ensure that consumers receive the high-quality products and customer service that they have come to expect from Legrand AV and our brands.

Q2. How will the Authorized Seller Program benefit me?

A2. Among other benefits, the Authorized Seller Program will assist Legrand AV in identifying and taking action against unauthorized sellers who harm channel partners, like you, and consumers by selling damaged, used, defective, repackaged, or otherwise poor-quality products. The Program is critical to positioning Legrand AV and our brands for long-term success in today's evolving, increasingly e-commerce driven retail environment. Implementing this Program will support our relationships with all authorized sellers of Legrand AV products by protecting and enhancing the value of the C2G, CHIEF, DA-LITE, LUXUL, MIDDLE ATLANTIC, SANUS, and VADDIO brands to ultimately grow your sales of our products. Additionally, the Authorized Seller Program will ensure that Legrand AV products are sold only by authorized sellers who are committed to the Legrand AV brands and supporting the value and position of those brands in today's market.

Q3. What is covered by the Authorized Reseller Policy?

A3. The Authorized Reseller Policy describes our rules regarding where and to whom you may sell Legrand AV products. The Policy also explains our expectations of Resellers related to product quality and customer service. These requirements are designed to ensure that consumers receive the quality and customer service that they have come to expect from Legrand AV.

Q4. Do I have to sign the Authorized Reseller Policy?

A4. No. You are not required to sign the Policy. The Policy is an announcement by Legrand AV of its brand protection expectations and the terms and conditions upon which it will do business with channel partners. By continuing to purchase and resell Legrand AV products, you agree to adhere to the Policy.

Q5. Can I sell Legrand AV products outside the United States of America?

A5. No. Without the separate written consent of Legrand AV, Authorized Resellers are permitted to sell Legrand AV products in the United States of America only.

Q6. What do I have to do to become “authorized” to sell Legrand AV products?

A6. To become and remain an “Authorized Reseller,” you must abide by the Authorized Reseller Policy.

Q7. From whom may I purchase Legrand AV products?

A7. You may only purchase Legrand AV products either directly from Legrand AV or through an Authorized Legrand AV Distributor. If you are unsure whether a distributor is an Authorized Distributor of Legrand AV products, please contact av.authorized.dealer@legrand.com.

Q8. Am I permitted to sell Legrand AV products online?

A8. Authorized Resellers may sell Legrand AV's C2G, Chief, Da-Lite, Middle Atlantic, Sanus, and Vaddio branded products on "Permissible Public Websites," which are websites that (i) are operated by the Reseller in the Reseller's legal name or registered fictitious name (DBA); (ii) are not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+, Sears Marketplace, Google Shopping, Newegg, Rakuten); (iii) have been registered directly with Legrand AV by sending an email to av.onlineregistry@legrand.com with all of the information required pursuant to the Authorized Reseller Policy; and (iv) are operated in compliance with the Legrand AV, Inc. Online Sales Guidelines, which are attached as an exhibit to the Authorized Reseller Policy. You may NOT sell Legrand AV products on your own proprietary website unless that website has been registered directly with Legrand AV in accordance with the Authorized Reseller Policy. ***Please note that online resale of Luxul branded products is strictly prohibited. You may not offer for sale or sell Luxul branded products online (on or through your own proprietary website or otherwise) under any circumstances.***

Authorized Resellers may not sell Legrand AV products on any other website, including as third-party sellers on online marketplaces such as Amazon, eBay, Walmart Marketplace, Target+, Sears Marketplace, Google Shopping, Newegg, or Rakuten without Legrand AV's prior written consent.

Q9. I operate a storefront on Amazon / eBay / Walmart Marketplace / Target+ / Facebook Marketplace / Newegg and have been selling Legrand AV products there. Will I be grandfathered in / permitted to continue selling there?

A9. No. As of the effective date of the Authorized Reseller Policy, your sales of Legrand AV products on all online marketplaces will not be permitted. Legrand AV is not currently considering requests for authorization to sell on online marketplaces. You are welcome to continue selling Legrand AV products at your brick-and-mortar retail location(s) and through your Permissible Public Website(s) in accordance with the Authorized Reseller Policy.

Q10. What will happen if I am found to have violated the Authorized Reseller Policy?

A10. Legrand AV reserves the right to revoke a Reseller's "Authorized Reseller" status, restrict a Reseller's ability to purchase products, or to terminate its business relationship with a Reseller if the Authorized Reseller Policy is not followed. If you have any questions regarding whether particular conduct will be deemed a violation of the Authorized Reseller Policy, please contact av.authorized.dealer@legrand.com.

Q11. When is the Authorized Reseller Policy effective?

A11. The Authorized Reseller Policy is effective as of March 1, 2021. Following that date, all Authorized Resellers are expected to abide by the terms of the Authorized Reseller Policy.

Please direct any other questions regarding the Authorized Seller Program to av.authorized.dealer@legrand.com.