



Gerber Outdoor LLC

SALES AND MARKETING POLICIES

Gerber Outdoor LLC (“Company”) expects each authorized Reseller to promote the sale of active Company Products only in authorized channels and only from authorized locations in accordance with the following policies (“Policies”).

The Company has a history of providing high quality Products and seeks to maintain the brand image of its Products. The Company expects Reseller to invest the proper time and resources to help maintain the Products’ brand image, and to deliver an extraordinary consumer experience through knowledgeable sales personnel and compelling presentations. The Company also recognizes the efforts of Resellers who incur the additional cost and make the effort to display the Company’s Products in a manner befitting the brand image and understands that it is important not to allow others to take unfair advantage of the investment of those Resellers. To maintain its Products’ brand image, and to encourage and support Resellers’ efforts, the Company has established these Policies.

SALES PRACTICES POLICY

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 Company. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller’s business and/or (b) related to the marketing and sale of the Products. Reseller shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Company. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Company or the Products. Reseller shall not advertise Products not carried in inventory.

ADVERTISING POLICY

The Company expects all advertising to be of high-quality content that is appropriate for its brand positioning and will preserve the reputation and goodwill of the company and avoid any illegal, unethical, unfair, and/or deceptive actions, including, but not limited to false advertising and “bait and switch” practices. The Company further expects that all advertising allowances of any type provided by the Company shall be used to promote the Products. Reseller must only use those Product images, descriptions, logos, marketing banners, and video clips provided or authorized in writing by the Company on any website, advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller. Any marketing assets not provided by the Company must be approved, in writing, by the Company prior to use. The Company further reserves the right to take any appropriate enforcement step(s), including but not limited to those described in the Enforcement section below, if, in the sole opinion of the Company:

- A. The advertising detracts or denigrates from the Brand’s or Product’s image of high-quality and being aspirational.
- B. The advertising fails to comply with the Policies outlined herein.
- C. The advertising is misleading or deceptive in any way.

Reseller agrees to not bid on any current or future trademarks used or owned by the Company as keywords on Google Ads or similar paid search engine, including Internet marketplace paid search programs, unless Reseller receives written permission from the Company.

INTELLECTUAL PROPERTY POLICY

Reseller acknowledges and agrees that Company owns all proprietary rights in and to Company’s brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Company IP”). Reseller may not register or apply to register, or otherwise indicate itself as the owner of any patents, utility models, design patents, trademarks, trade names, domain names, product names, logos, designs and copyrights, both registered



and non-registered as well as any trade secrets or other industrial or intellectual property rights, and applications for any of the foregoing (“Intellectual Property”), or any other intellectual property rights owned by the Company.

Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Company’s trademarks, tradenames, product images and marketing content provided by the Company (the “Licensed IP”) for the sole purpose of advertising and promoting the sale of Products to End-Users within the United States, but only for display purposes at Reseller’s authorized location(s) and/or authorized internet sites in connection with Reseller’s marketing, advertising and sale of Products. Reseller shall not use Company trade names or any of its trademarks as part of Reseller’s trade or business name or in any other way which Company considers misleading or objectionable. Upon revocation of the Reseller’s authorization to sell Company’s Products, the Reseller agrees to discontinue all use of Company trade names or trademarks, discontinue indicating it is associated in any manner with the Company or Company Products, and immediately remove any and all product listings and advertisements from the Internet.

The Reseller shall use commercially reasonable efforts to actively monitor that Company’s Intellectual Property are not being infringed, nor its or the Company’s image or reputation impaired, and no counterfeited products or materials enter the market. Furthermore, the Reseller agrees to notify the Company if it becomes aware of any threatened infringement of Company’s Intellectual Property and of any claim by any third party that the marketing or sale of the Products infringes any rights of any other person. The Reseller shall provide all reasonable assistance at the Company’s request and expense in connection with any such claim and any relevant litigation relating to the Products. The Reseller shall not do anything which might prejudice the conduct of the claim.

Reseller’s use of Company IP shall be in accordance with any guidelines that may be provided by Company from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Company reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of Company IP at any time, without limitation. Reseller shall not use Company IP in a manner that disparages Company or the Products, blurs, dilutes or otherwise diminishes Company IP, or portrays Company or the Products in a false, competitively adverse or poor light.

In marketing the Products, Reseller shall only use Product images, logos, marketing banners, and video clips either supplied by or authorized by Company within the two (2) most recent calendar years (“Product Images”), and shall ensure that all Product Images and Product descriptions are accurate and up to date.

Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Company Product name or trademark, nor a misspelling or confusingly similar variation of any Company Product name or trademark. Reseller shall perform all acts requested by Company to ensure that the nature and quality of Reseller’s use of Company IP is consistent with and does not detract from the goodwill associated with Company IP.

ENFORCEMENT

The Company reserves the right to take appropriate corrective and remedial action in the event of a violation of any of these Policies in its sole discretion. Such action may include, but is not limited to, disqualification of the Reseller for certain programs, rescission of any license, including any previously granted license to use any Company intellectual property right (including, but not limited to, registered and unregistered design rights, copyright and trademarks), refusal to accept future orders for some or all Products, suspension of marketing support, suspension of shipments, suspension of authorization to use and access Company content and other Intellectual Property, cancellation of credit limit, and/or termination of the Reseller’s ability to purchase some or all of the Products, and/or termination of Reseller as an authorized Reseller of the Products. The Company will unilaterally determine the need for any enforcement and the nature of such enforcement in its sole discretion. The Company may use an independent outside service to monitor and manage these Policies and does not request any complaints by Resellers or Customers as to perceived policy violations by another Reseller.



MISCELLANEOUS

These Policies are each subject to revision, modification, suspension or discontinuation, in whole or in part, by the Company in its sole discretion at any time. Any such revision, modification, suspension or discontinuation shall be in writing and issued only by an authorized officer of the Company. The Company will provide written notices of any such changes to Resellers, and copies of the current version of the Policies are also available at <https://www.gerbergear.com/en-us/dealers/dealer-resources>.

Any failure by the Company to require compliance with any provision of these Policies will not operate as a waiver to request strict compliance in the future and will not result in any liability to any Reseller. There are no third-party beneficiary rights to these Policies. If any provision of these Policies is invalid or unenforceable under the applicable law in any state, province, or jurisdiction, such provision shall be modified or severed in that jurisdiction, state or province to the extent of such invalidity or unenforceability, and that fact does not affect the validity or enforceability of the Policies' remaining provisions.

EFFECTIVE DATE

These Policies shall be effective as of March 1, 2026, and they supersede and replace all prior sales and marketing policies applicable to the Products. The Policies above shall remain in effect until amended or withdrawn by the Company in writing.

QUESTIONS AND INQUIRIES

Contact GerberSales@gerbergear.com pertaining to these Policies. No other individual or organization is authorized to bind Gerber Outdoor LLC to any modification of these Policies.