



INTERMATIC INC. AUTHORIZED RESELLER CRITERIA FOR THIRD-PARTY PLATFORMS / MARKETPLACES

The following Marketplace Criteria for Third-Party Platforms/Marketplaces (“Marketplace Criteria”) are in addition to the Authorized Reseller Criteria, specifically the Authorized Online Reseller Criteria for Intermatic products which can be found at <https://www.intermatic.com/en/policies/Authorized-Reseller-Criteria>. Each Authorized Marketplace Reseller shall comply with the applicable Authorized Reseller Criteria as well as the Marketplace Criteria. Unless set forth herein otherwise, capitalized terms found in the Authorized Reseller Criteria shall apply here. An Authorized Marketplace Reseller is an Authorized Reseller who operates one or more seller accounts or stores (a “Marketplace Store”) on a third-party marketplace such as Amazon or similar platforms “Marketplace” and sells Intermatic products on such Marketplace Store with the express written approval of Intermatic.

1. For the avoidance of doubt, an Authorized Marketplace Reseller is **not** permitted to sell products on any Marketplace without first:
 - (i) demonstrating to Intermatic that its Marketplace Store complies fully with these Marketplace Criteria and the applicable terms of the Authorized Reseller Criteria, specifically the Authorized Online Reseller Criteria;
 - (ii) submitting an Authorized Marketplace Reseller Application Form and Agreement which can be found at <https://www.intermatic.com/en/policies/Authorized-Reseller-3P-Application>; and
 - (iii) obtaining the prior written approval from Intermatic for its Marketplace Store.

2. In addition to the applicable Authorized Reseller Criteria, each Authorized Marketplace Reseller shall take the following actions:
 - (i) identify and optimize key words for the search of the products on the Authorized Marketplace Store and accordingly optimize the visibility of the products and the promotion of the relevant Intermatic brand thereon and to work with Intermatic.
 - (ii) work with Intermatic in obtaining or updating content to conform to any requirements or criteria established by Intermatic (including without limitation product descriptions and details, images, and titles) on Authorized Marketplace Store product pages to ensure that content remains optimized, up-to-date, accurate, and compliant with the product’s branding guidelines and obtain prior approval for any content changes or updates to the Authorized Marketplace Store product page(s); and
 - (iii) achieve and maintain an overall customer feedback score of at least 95% positive on the Authorized Marketplace Store and at least 4.5/5 for any products sold from the Authorized Marketplace Store.

3. Any sales of products via the following third-party marketplaces/platforms are prohibited:
 - (i) Alibaba.com; Allegro.pl; ArtFire.com; Atomicmall.com; Bigcartel.com; Bigcommerce.com; Blujay.com; Bonanza.com; Buy.com (Rakuten); Cdiscount.com; Craigslist.com; Cratejoy.com; CustomMade.com; Depop.com; eBay.com; eBid.net; eCRATER.com; Etsy.com; Facebook Marketplace; Flipkart.com; Flubit.com; FNAC.com; Folksy.com; Fruugo.com; Gumtree; iOffer.com; JD.com; Jet.com; Laredoute.co.uk; LemonStand.com; Magento.com; MercadoLibre.com; Newegg.com; Notonthehighst.com; Offeritem.com; OnBuy.com; OTTO.de; Pixmania.com; Pricefalls.com; PriceMinister.com; Rakuten.com; Real.de; Sell.com; Sears.com; Selz.com; Shophandmade.com; Shopify.com; SOCexchange.com; Spartoo.com; Squarespace.com; StyleLend.com; Symphony Commerce.com; Taobao.com; Tictail.com; VideDressing.com; Volusion.com; Weebly.com; Wigix.com; WooCommerce.com; Xoole.com; Zibbet.com; 3tailer.com (and any local domains of the same); and
 - (ii) Intermatic may designate additional third-party marketplaces on which sales of the product are prohibited.

4. It is important that every customer receives the right product in a perfect condition and in a timely manner. Each and every customer should be satisfied not only with the products they have purchased but also with the experience of purchasing and receiving that product. To ensure that this is the case, you shall carry out the following practices:
 - (i) ensure that every product you sell is packaged for delivery in such a way so as to protect it from



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damage before it is received by the customer; and

(ii) conduct rigorous quality control checks on every product sold, including (but not limited to):

- a) insuring that each product being sent to a customer is the correct one, including checking details such as SKU product numbers, ASIN etc. labels (as applicable), shipment papers, and other types of labels;
- b) checking all shipment pallets and cases for damage;
- c) checking the integrity of all packaging and shipping seals for all shipped product;
- d) ensuring the labeling on each product is correct so that it arrives to the customer safely and in a timely fashion; and
- e) including on the label and/or in the delivery packaging your business name and contact details for returns or after-sales services, including physical address, telephone number, and email address.

5. You must also carry out at least one online compliance test purchase every year, whereby you make an anonymous purchase of a product from each Marketplace Store on which you sell products, to determine:

- (i) average time for the delivery of the product;
- (ii) whether the product received is the one that was ordered; and
- (iii) the condition of the packaging of the product and the product itself has been damaged during transit.

For the avoidance of doubt, when making a test purchase, the chosen delivery address must be different from the address of the warehouse where the product is processed and from which it is shipped. You must record the results of each online compliance test purchase. If the compliance test purchase falls below the standards a reasonable customer would expect, you must report this to Intermatic immediately and take corrective action to ensure that any issues highlighted by the compliance test purchase are remedied in compliance with these Marketplace Criteria.