

# STONER® ONLINE SALES POLICY



Effective June 1, 2020

- Permissible Websites.* Except as otherwise set forth herein, you are not permitted to sell Stoner® products on publicly accessible websites. You are permitted to market for sale or sell Stoner® products on the Internet only through Permissible Websites. A “Permissible Website” is a website that: (i) is operated by you in your legal name; (ii) conspicuously states your full legal name, mailing address, telephone number, and email address; (iii) does not give the appearance that it is operated by Stoner® or any third party; (iv) does not include in its domain name (including any top-level domain or subdomain) any Stoner® product name or any trademark owned by or licensed to Stoner®, nor a misspelling of any Stoner® product name or any trademark owned by or licensed to Stoner®; and (v) has not had its Permissible Website status revoked by Stoner®. You must promptly notify Stoner® at [customerservice@stonersolutions.com](mailto:customerservice@stonersolutions.com) of the web address of any Permissible Website where you are marketing or selling Stoner® products. Stoner® reserves the right to terminate, at any time and in its sole discretion, its approval for you to market and sell Stoner® products on the Permissible Websites, and you must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination.
- Third Party Marketplace Sites.* You must not market or offer for sale Stoner® products on or through any publicly accessible website other than a Permissible Website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Newegg, Target, or Walmart Marketplace, without the prior written consent of Stoner®.
- Product Fulfillment.* With respect to sales of Stoner® products through the Permissible Websites, you are responsible for all fulfillment to your customers, any applicable taxes associated with such individuals’ purchases of Stoner® products, and any returns of Stoner® products. You must not use any third-party fulfillment service to store inventory or fulfill orders for Stoner® products unless separately authorized by Stoner® in writing. Further, you must not represent or advertise any product as “new” that has been returned or repackaged.
- Privacy and Data Security.* You must keep the Permissible Websites in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 (at the AA level, or, in the absence of a AA level standard, at the A level) and the Payment Card Industry Data Security Standard (“PCI DSS”). You must also maintain, and remain in compliance with, detailed privacy policies and the requirements of any contract to which you are a party. Further, you must implement and maintain written information security guidelines, which will include physical, administrative, and technological controls designed to prevent the unauthorized access to, disclosure, destruction, or loss of, personally identifying information.
- Stoner Product Images and Descriptions.* In marketing the Stoner® products on the Permissible Websites, you must only use images of Stoner® products either supplied by or authorized by Stoner® or your distributor and keep all Stoner® product descriptions up to date. Your use of the Stoner® IP on the Permissible Websites must be in conformance with any guidelines, including Stoner’s minimum advertised price policy, that may be provided by Stoner® and must be commercially reasonable as to the size, placement, and other manners of use.
- Effect of Policy.* The terms of this Online Sales Policy supersede any prior agreement between you and Stoner® regarding the sale of Stoner® products online, and any authorization previously granted to you by Stoner® to sell the Stoner® products online is revoked. By purchasing Stoner® products you are agreeing to adhere to the Online Sales Policy herein.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Legal Business Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Business Address**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Business Phone Number**