



**COLETO BRANDS, LLC ONLINE VENDOR APPLICATION**  
**FOR THE UNITED STATES AND CANADA**

Please complete this Coletto Brands, LLC Online Vendor Application for the United States and Canada ("Application Form") **after** reviewing all sections of the following documents (as applicable):

- Coletto Brands, LLC Authorized Distributor Policy for the United States and Canada
- Coletto Brands, LLC Authorized Reseller Policy for the United States and Canada
- Coletto Brands, LLC Online Vendor Terms and Conditions for the United States and Canada

Coletto Brands, LLC ("Coletto") has unilateral minimum advertised price ("MAP") policies applicable to the advertising of certain of our Progress Lighting®, Kichler®, and élan® products in the United States and Canada. This notice is intended to inform you of the MAP policies. This Application Form and the Coletto Brands, LLC Online Vendor Terms and Conditions for the United States and Canada do not constitute consideration for any agreement between you and Coletto regarding the price you will charge your customers for our products. Coletto does not seek, nor will it accept, from you any assurance of compliance with the MAP policies.

Your submission of this Application Form indicates that you have read and acknowledge the applicable Coletto policies on behalf of the Applicant, identified below.

Coletto reserves the right, in its sole discretion, to approve, withhold, or withdraw its approval of Authorized or Preferred Online Vendor status and/or to modify the requirements for such status.

**Please forward this completed, signed Application Form for processing, review and approval to [brandprotection@kichler.com](mailto:brandprotection@kichler.com).**

**APPLICATION FORM**

**Applicant Profile**

|                                                                                                 |                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant's Legal Name                                                                          |                                                                                                                                                                                  |
| DBA/Trade Name(s)                                                                               |                                                                                                                                                                                  |
| Name of Primary Contact                                                                         |                                                                                                                                                                                  |
| Job Title                                                                                       |                                                                                                                                                                                  |
| Applicant Address 1                                                                             |                                                                                                                                                                                  |
| Applicant Address 2                                                                             |                                                                                                                                                                                  |
| City                                                                                            |                                                                                                                                                                                  |
| State/Province                                                                                  |                                                                                                                                                                                  |
| Zip/Postal Code                                                                                 |                                                                                                                                                                                  |
| Country                                                                                         | <input type="checkbox"/> United States <input type="checkbox"/> Canada                                                                                                           |
| Primary Contact Email                                                                           |                                                                                                                                                                                  |
| Primary Contact Phone                                                                           |                                                                                                                                                                                  |
| Fax                                                                                             |                                                                                                                                                                                  |
| Entity Type                                                                                     | <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> ULC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship |
| State/Jurisdiction of Incorporation                                                             |                                                                                                                                                                                  |
| Year Incorporated                                                                               |                                                                                                                                                                                  |
| Total purchases of Kichler, élan, and Progress Lighting products in the past 12 months (in USD) |                                                                                                                                                                                  |
| What was your total annual revenue last year (in USD)?                                          |                                                                                                                                                                                  |

|                                                                                                                                       |  |
|---------------------------------------------------------------------------------------------------------------------------------------|--|
| What are your projected annual purchases (in USD) for Kichler, élan, and Progress Lighting products generated by online sales?        |  |
| Name(s) and address(es) of all person(s) or entity(ies) from which Applicant purchases Kichler, élan, and Progress Lighting products: |  |

**eBusiness Details**

|                                                                                                                                                                                 |                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Year started selling online                                                                                                                                                     |                                                                                                                                                                    |
| Approximately what percentage of your sales are through eCommerce?                                                                                                              |                                                                                                                                                                    |
| Name(s) of all active website(s) you currently operate:                                                                                                                         |                                                                                                                                                                    |
| Customer Service Hours:                                                                                                                                                         |                                                                                                                                                                    |
| Return Policy:                                                                                                                                                                  |                                                                                                                                                                    |
| Does Applicant store or intend to store Applicant's inventory of Kichler, élan, and Progress Lighting products at a location other than the Applicant Address identified above? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, please provide the address for all locations where such inventory is stored or will be stored. |
| Does Applicant use any third party fulfillment service to store inventory or fulfill orders of Kichler, élan, and Progress Lighting products?                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, please identify the name of the fulfillment service and describe the services provided.        |

|                                                                                                                                                                           |                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Has the Applicant ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding?                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Has any company in which any of the Applicant's principals held an ownership interest ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

|                                                                                                                     |                                                          |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Are there any pending lawsuits involving the Applicant?                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If you checked yes to any of these questions, please submit additional sheet(s) explaining these matters in detail. |                                                          |

**Application for Website Approval**

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                             |                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requested Websites.</b> Please identify the URL for all website(s) for which you request authorization to sell Progress Lighting®, Kichler® and/or élan® products ("Requested Websites") and indicate which Product Line(s) you request authorization to sell on each Requested Website.<br><br>Please list one per line, with exact spelling.<br><i>Example: www.ABCStoreName.com</i> |                                                                                                                                             | <b>Coletto Use Only</b>                                                                                                                                                               |
| 1. Requested Website:                                                                                                                                                                                                                                                                                                                                                                     | Requested Product Lines:<br><input type="checkbox"/> Kichler<br><input type="checkbox"/> élan<br><input type="checkbox"/> Progress Lighting |                                                                                                                                                                                       |
| 2. Requested Website:                                                                                                                                                                                                                                                                                                                                                                     | Requested Product Lines:<br><input type="checkbox"/> Kichler<br><input type="checkbox"/> élan<br><input type="checkbox"/> Progress Lighting | <input type="checkbox"/> Approved – Kichler<br><input type="checkbox"/> Approved – élan<br><input type="checkbox"/> Approved – Progress Lighting<br><input type="checkbox"/> Declined |
| 3. Requested Website:                                                                                                                                                                                                                                                                                                                                                                     | Requested Product Lines:<br><input type="checkbox"/> Kichler<br><input type="checkbox"/> élan<br><input type="checkbox"/> Progress Lighting | <input type="checkbox"/> Approved – Kichler<br><input type="checkbox"/> Approved – élan<br><input type="checkbox"/> Approved – Progress Lighting<br><input type="checkbox"/> Declined |
| 4. Requested Website:                                                                                                                                                                                                                                                                                                                                                                     | Requested Product Lines:<br><input type="checkbox"/> Kichler<br><input type="checkbox"/> élan<br><input type="checkbox"/> Progress Lighting | <input type="checkbox"/> Approved – Kichler<br><input type="checkbox"/> Approved – élan<br><input type="checkbox"/> Approved – Progress Lighting<br><input type="checkbox"/> Declined |
| 5. Requested Website:                                                                                                                                                                                                                                                                                                                                                                     | Requested Product Lines:<br><input type="checkbox"/> Kichler<br><input type="checkbox"/> élan<br><input type="checkbox"/> Progress Lighting | <input type="checkbox"/> Approved – Kichler<br><input type="checkbox"/> Approved – élan<br><input type="checkbox"/> Approved – Progress Lighting<br><input type="checkbox"/> Declined |

By submitting this Application Form and signing below, Applicant:

- Represents and warrants that all information contained in the Application Form is true and complete.
- Acknowledges and agrees that submitting this Application Form does not authorize Applicant to sell Kichler, élan, and/or Progress Lighting products on the Requested Website(s), and that Coletto has no obligation to accept Applicant's request to sell such products on any of the Requested Website(s).
- Acknowledges and agrees that sales on online marketplaces (including, but not limited to, Amazon, eBay, and Walmart Marketplace) are not authorized through this application process and agrees not to sell Kichler, élan, and/or Progress Lighting products on such platforms without Coletto's separate written consent.
- Agrees, that if approved by Coletto to sell Kichler, élan, and/or Progress Lighting products on any Requested Website(s), it will comply with (1) the *Coletto Brands, LLC Authorized Reseller Policy for the United States and Canada* or *Coletto Brands, LLC Authorized Distributor Policy for the United States and Canada*, as applicable; and (2) the *Coletto Brands, LLC Online Vendor Terms and Conditions for the United States and Canada*, each as may be amended by Coletto from time to time.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COLETO BRANDS, LLC ONLINE VENDOR TERMS AND CONDITIONS**  
**FOR THE UNITED STATES AND CANADA**

The Coletto Brands, LLC Online Vendor Terms and Conditions for the United States and Canada (the "Terms") are issued by Coletto Brands, LLC ("Coletto") and apply to all authorized sellers who have been approved by Coletto to market and sell Progress Lighting®, Kichler®, and/or élan® products online in the United States or Canada. By accepting authorization to sell products online, you ("Seller") agree to adhere to the following terms.

Unless and until such status is revoked by Coletto, in its sole discretion, you shall be considered a Coletto "Authorized Online Vendor" for the Authorized Products (defined herein) through the Authorized Websites (defined herein). Coletto may further designate you as a Coletto "Preferred Online Vendor", provided Coletto determines in its sole discretion that, on an ongoing basis, you meet the Preferred Online Vendor Requirements, attached hereto as Exhibit A and as Coletto may amend from time to time.

1. **Terms Governing the Sale of Products.** Seller affirms its agreement to adhere to the terms in the currently effective *Coletto Brands, LLC Authorized Distributor Policy for the United States and Canada* or *Coletto Brands, LLC Authorized Reseller Policy for the United States and Canada*, as applicable to Seller (the "Seller Policy"). The Terms supplement, amend, and are deemed incorporated into the Seller Policy. Except as supplemented or amended by the Terms, the Seller Policy remains unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Seller Policy.
2. **Authorization of Online Sales.** Seller shall market for sale and sell the Coletto product lines identified as approved by Coletto in the Application for Website Approval ("Authorized Product(s)") solely at the website(s) and/or mobile applications identified as approved by Coletto in the Application for Website Approval ("Authorized Website(s)"). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum. Coletto reserves the right to limit the sale of all or certain Authorized Products on any or all Authorized Websites with written notice to Seller. Seller agrees to comply with such modifications or restrictions upon receipt of notice. Seller shall only sell the Authorized Products in the territory permitted pursuant to the Seller Policy.
3. **Operation of the Authorized Websites.** Seller agrees to adhere to the Online Sales Guidelines attached hereto as Exhibit B, as Coletto may amend from time to time.
4. **Intellectual Property.** The license granted to Seller in the Seller Policy to use the Coletto IP is hereby amended to authorize use of the Coletto IP for marketing and selling Authorized Products on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the Coletto IP except as granted in the Seller Policy or herein.
5. **Termination.** Coletto reserves the right to terminate Seller's status as a Coletto Authorized or Preferred Online Vendor with written or electronic notice at any time. Coletto, in its sole and absolute discretion, may terminate its approval for Seller to market and sell some or all Authorized Products at any or all of the Authorized Websites, and, unless otherwise agreed, Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Authorized Products at one or more Authorized Websites, Seller's authorization to use Coletto IP on such websites shall be revoked. Upon termination of Seller's status as an Authorized Distributor or Authorized Reseller pursuant to the Seller Policy, unless otherwise agreed by Coletto and Seller, Seller shall immediately cease all marketing and sales of Authorized Products on the Authorized Websites.
6. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Seller Policy or Sections 2 (Authorization of Online Sales), 3 (Operation of the Authorized Websites), 4 (Intellectual Property), 5 (Termination), or 8(e) (Confidentiality) of the Terms, it is agreed and understood that Coletto will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided,

however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Coletto to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Coletto's right to fully enforce any or all provisions and parts thereof. Seller expressly submits to personal jurisdiction and venue in the federal or state courts of record in Greenville County, South Carolina for any action or proceeding for injunctive relief.

7. **Indemnification.** Except as otherwise provided herein, Seller shall, and hereby does, indemnify, defend, save and hold harmless Coletto, and its directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Terms by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.
8. **Miscellaneous.**
  - (a) ***Modification.*** Coletto may amend the Terms with written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Authorized Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.
  - (b) ***Waiver.*** No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.
  - (c) ***Entire Agreement.*** The Terms (including the *Coletto Brands, LLC Authorized Online Vendor Application for the United States and Canada*) constitute the entire agreement between Seller and Coletto regarding the subject matters herein and supersede all prior agreements and understandings between Seller and Coletto or its affiliates relating to the sale of the Products online.
  - (d) ***Governing Law.*** The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, without regard to its choice of law rules.
  - (e) ***Confidentiality.*** The Terms constitute confidential, proprietary information of Coletto and shall not be used for any purpose other than the authorized advertising and sale of the Authorized Products nor disclosed to any third party without the prior written consent of Coletto.
  - (f) ***Binding Arbitration.*** Except as provided in Section 6 (Availability of Injunctive Relief) herein, any dispute regarding the Terms will be settled exclusively and finally by binding arbitration by the American Arbitration Association under the Rules of the American Arbitration Association or its successor by three arbitrators (each Party having the right to nominate one arbitrator) who shall conduct the proceedings in Greenville, South Carolina. Proceedings will be conducted in the English language and result in a written statement of the facts and legal reasoning supporting the decision of the arbitrators at the request of either Seller or Coletto. Judgment on the award of the arbitrator may be entered by any court having jurisdiction to do so. The arbitrators will not have the power to alter, modify, amend, add to or subtract from any term or provision of the Terms nor to grant punitive or exemplary damages. The failure or refusal of either Seller or Coletto

to submit to arbitration as required herein will constitute a material breach of the Terms. If judicial action is commenced in order to compel arbitration, and if arbitration is in fact compelled, the party that resisted arbitration will be required to pay to the other party all costs and expenses, including, without limitation, reasonable attorneys' fees, that they incur in compelling arbitration. Until the arbitrator's award is issued, each respective side shall bear their own counsel and advisor fees, and the out-of-pocket costs of the arbitrators and the arbitration shall be shared equally by Seller and Coletto; provided, however, that the arbitrator's award shall reallocate those fees and costs in favor of the prevailing party in the arbitrator's award.

**EXHIBIT A**  
**PREFERRED ONLINE VENDOR REQUIREMENTS**

To be designated and retain status as a Preferred Online Vendor, Seller must meet the following requirements in addition to complying with those applicable to Authorized Online Vendors:

1. Seller must have been designated as a Preferred Online Vendor at Coleto's discretion, in writing.
2. Seller must have maintained status as an Authorized Distributor or Authorized Reseller of Coleto products in good standing for at least 12 months.

**EXHIBIT B**  
**COLETO BRANDS, LLC ONLINE SALES GUIDELINES**

1. Authorized Websites must be confined to the specifically-approved domain name(s).
2. No Authorized Website shall give the appearance that it is operated by Coletto or any third party without Coletto's separate written consent.
3. Each Authorized Website name and URL shall be consistent with the premium image of the Kichler, Progress Lighting, and/or élan brands.
4. Every Authorized Website must adhere to all brand guidelines issued by Coletto, and must display Authorized Products in a manner that is consistent with the Kichler, Progress Lighting, and élan brands' positions.
5. Except for Authorized Products covered by drop-shipping arrangement with Coletto, Seller shall not advertise Authorized Products not carried in Seller's inventory.
6. No Authorized Website name or URL address shall use the Kichler, Progress Lighting, or élan name, or any variation thereof (unless approved separately in writing by Coletto).
7. Each Authorized Website must provide a broad selection of Authorized Products.
8. On an annual basis by January 30<sup>th</sup> of each calendar year, Seller must provide its online advertising/marketing plan for Authorized Products to Coletto for the upcoming year.
9. At Coletto's request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all webpages that comprise the Authorized Website.
10. Each Authorized Website must display the applicable brand logo (Progress Lighting, Kichler, or élan) on all Authorized Product pages.
11. Each Authorized Website must provide prominent brand placement (Progress Lighting, Kichler, or élan) on the site's indoor lighting home page, outdoor lighting home page, landscape lighting home page, and ceiling fan homepage, as applicable, and must contain a brand-specific product category for any search term containing the words "Progress Lighting," "élan," or "Kichler" within the Authorized Website.
12. Seller shall not modify product names, descriptions or SKU numbers on product listing pages and marketing materials, such as by omitting or modifying hyphens or other punctuation.
13. Seller must provide a high quality customer service experience for online customers shopping on any Authorized Website, including the following:
  - (a) Conspicuously provide the Seller's full legal name or registered fictitious name/business name/trade name, mailing address, email address, and consumer toll-free number for customer assistance (collectively, "Contact Information"), on each Authorized Website.
  - (b) Offer devoted, qualified, and knowledgeable customer service staff to answer consumer questions. Staff must be available during regular business hours.
  - (c) Respond to customer email inquiries no later than 48 hours after the inquiry.
  - (d) Provide a mechanism for receiving customer feedback, and provide copies of information related to customer feedback (including any responses to customers) to Coletto for review upon request. Seller agrees to cooperate with Coletto in the investigation of any negative online review associated with Seller's sale of the Authorized Products and to use reasonable efforts to assist in resolving any such reviews. Seller shall maintain all records related to customer feedback for at least one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Seller to disclose identifying information about its customers to Coletto.
  - (e) Provide order confirmation by email to customers within 24 hours of purchase, containing Seller's Contact Information.
  - (f) Provide shipping confirmation, including tracking number, by email to customers.
  - (g) Offer online order tracking to customers.
  - (h) Provide regularly and timely backorder communication to customers.
14. Each Authorized Website must be consumer-friendly, with graphics that load in a reasonable amount of time.
15. Each Authorized Website must clearly display the Seller's return policy and the applicable warranties for Authorized Products sold by Seller.
16. Each Authorized Website shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards. Seller shall maintain detailed privacy policies that accurately describe its personal information practices and will remain in



compliance with its privacy policies and requirements of any contract to which it is a party. Seller's authorization to sell Products on the Authorized Websites shall not constitute authorization by Coletto to send or otherwise transmit commercial electronic messages to consumers that purport to, or could be construed to, come from Coletto or otherwise be authorized, caused, permitted, or approved by Coletto. Seller shall be solely responsible for all commercial electronic messages sent in connection with its sales of Authorized Products.

17. Seller shall be responsible for all fulfillment to its customers who order Authorized Products through Authorized Websites, any applicable taxes associated with such purchases of Authorized Products, and any returns of Authorized Products.
18. Except for a drop-shipping arrangement with Coletto or a Coletto Authorized Distributor, Seller shall not use any third party fulfillment service to store inventory or fulfill orders for the Authorized Products. Except for such drop-shipping arrangements, Seller shall not knowingly fulfill orders in any way that results in the shipped Authorized Product coming from stock other than Seller's.
19. Coletto reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Authorized Products through Authorized Websites.