



**COLETO BRANDS, LLC AUTHORIZED RESELLER POLICY
FOR THE UNITED STATES AND CANADA
Effective Date: November 1, 2025**

This Coletto Brands, LLC Authorized Reseller Policy ("Reseller Policy") is issued by Coletto Brands, LLC ("Coletto") and applies to Authorized Resellers of Progress Lighting®, Kichler® and élan® branded products ("Product(s)") in the United States of America and Canada. By purchasing Products, you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by Coletto in Coletto's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller" hereunder. Coletto may review Reseller's activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller's facility and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products to End Users. An "End User" is a purchaser of the Products who (i) is the ultimate consumer of the Products and who does not intend to resell the Products to any third party, or (ii) purchases the Products to install for an ultimate consumer and who does not intend to resell the Products in an uninstalled state. 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. Cross-border sales are prohibited. If Reseller is located in the United States, Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America. If Reseller is located in Canada, Reseller shall not sell, ship, invoice, or promote the Products outside Canada. Where Coletto or a Coletto Authorized Distributor designates certain Products as intended only for the U.S. market or the Canadian market, Reseller shall ensure that such Products are sold only to End Users in the designated market.
2. **Online Sales.**
 - (a) **Reseller shall not advertise or sell the Products on or through any website, online marketplace (including, but not limited to Amazon, eBay, Houzz, Walmart Marketplace, or Sears Marketplace), mobile application, or other online forum without the prior written consent of Coletto.** The terms of this Reseller Policy supersede any prior agreement between Coletto or any of its affiliates and Reseller regarding the sale of Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Coletto or any of its affiliates to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.
 - (b) If Reseller is interested in becoming a Coletto Authorized or Preferred Online Vendor, Reseller must submit a Coletto Brands, LLC Online Vendor Application, which shall be subject to approval by Coletto in its sole discretion.
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 Coletto. Reseller shall comply with all 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 represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Coletto, the Kichler, Progress Lighting, or élan brands, or the Products.
4. **Product Care, Customer Service, and Other Quality Controls.**
 - (a) Reseller shall comply with all instructions provided by Coletto regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions

provided on Product labels. Reseller shall store Products in a cool, dry place, away from direct sunlight.

- (b) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to the Products or their packaging are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
- (c) Reseller shall not represent or advertise "as new" any Product that has been returned without all parts and components, damaged, in damaged packaging, or repackaged.
- (d) Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to the Coletto Authorized Distributor from whom they purchased the Defective Product.
- (e) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection, installation, and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.
- (f) Reseller shall cooperate with Coletto with respect to any Product tracking systems that may be implemented from time to time. Additionally, Reseller shall maintain such documents and records (and for such period of time) as may be required by applicable law to ensure that Products may be traced in the event of a product recall or safety incident.
- (g) Reseller shall cooperate fully with Coletto with respect to any Product recall or other consumer safety information dissemination efforts. If any regulatory authority issues a recall or takes similar action in connection with the Products, or if Coletto determines that an event, incident, or circumstance has occurred which requires a recall or market withdrawal of the Products, Coletto shall advise Reseller. Coletto shall have the right to control and manage any Product recall. Reseller shall provide Coletto with information regarding Reseller's sales of the Products when requested by Coletto, at no charge, and in the case of information requested in connection with a recall of any Product within twenty-four (24) hours.
- (h) Reseller shall promptly report (but in no event later than forty-eight (48) hours or such shorter period as may be required by applicable law) to Coletto any customer complaint or adverse claim regarding Products of which it becomes aware. In the event the customer complaint or adverse claim relates to an incident or occurrence that resulted in or may reasonably have been expected to result in serious injury to an individual or serious adverse effects on an individual's health (including, without limitation, if such complaint or adverse claim relates to incorrect or insufficient labeling instructions or the lack of a label or instructions), Reseller shall immediately report such complaint or adverse claim to Coletto. Reseller shall fully cooperate with Coletto and assist Coletto in investigating all complaints or adverse claims regarding the Products. As between the parties, Coletto shall have the sole authority to correspond with regulatory authorities with respect to complaints or adverse claims regarding the products.

- (i) Reseller shall cooperate with Coletto in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
 - (j) Reseller shall implement commercially reasonable loss prevention and anti-diversion measures, and shall notify Coletto promptly in the event of a theft or other loss of a material quantity of Products.
 - (k) Reseller shall not use any third-party logistics provider to store inventory of, or fulfill orders for, the Products.
5. **Intellectual Property.** Reseller acknowledges and agrees that Coletto or its licensors own all proprietary rights in and to the Progress Lighting, Kichler, and élan brands, names, logos, trademarks, service marks, trade dress, copyrights, patents, and other intellectual property related to the Products (the "Coletto IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Coletto 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 Coletto IP shall inure solely to the benefit of Coletto or its licensors. Reseller's use of the Coletto IP shall be in accordance with any guidelines, including the Coletto Brand Guidelines, which may be provided by Coletto from time to time, and must be commercially reasonable as to the size, placement, and other manners of use. Coletto reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Coletto IP at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by Coletto and shall keep all Product images and descriptions up to date. Reseller shall not create, register, or use any domain name or any mobile application that contains any Product name or trademark owned by or licensed to Coletto, nor a misspelling or confusingly similar variation of any Product name or trademark owned by or licensed to Coletto. Reseller acknowledges that it owns no right, title, or interest in any of the Coletto IP, except as granted herein.
6. **Termination and Violations.** Coletto reserves the right to stop selling all or certain Products to Reseller and/or terminate Reseller's status as an Authorized Reseller with written or electronic notice in Coletto's sole discretion. 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 the Products or has any affiliation whatsoever with Coletto; and (iii) using all Coletto IP.
7. **Modification.** Coletto reserves the right to update, amend, modify, or discontinue 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 Coletto IP, or use of any other information or materials provided by Coletto to Reseller following notice of the amendments will be deemed Reseller's acceptance of the amendments.
8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of Coletto 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 Coletto.

No Coletto employee or representative is authorized to modify or change this Reseller Policy for any particular Authorized Reseller. Coletto alone will implement, interpret and enforce this Reseller Policy in its sole discretion and independent judgment.

Please make sure that all appropriate people in your organization receive a copy of this Reseller Policy. This Reseller Policy is in addition to and separate from all other Coletto policies.

Thank you for your continued support of Coletto and the Progress Lighting, Kichler, and élan brands.