

Reseller eCommerce & 3rd Party Sales Policy

Effective: 6/1/2025

This policy applies to dealers, distributors, or anyone operating a reseller account with Kinsey's Inc. (the "Company") and is applicable for the following Kinsey's Inc owned brands: Elevation, Alpine Archery, Blackheart, October Mountain Products, and Fin-Finder.

This policy explicitly addresses both Dealers, Distributors, and anyone who is reselling the Company's products but collectively called "Resellers".

Unilateral Policy

This Policy does not constitute an agreement between you and the Company, and the Company is NOT seeking a response from you. This Reseller eCommerce policy is established unilaterally by Kinsey's Inc. The policy applies to all authorized retailers, distributors, and resellers of Kinsey's Inc's products. Compliance with this policy is a condition of doing business with Kinsey's Inc. The company reserves the right to make independent business decisions regarding the enforcement of this policy and any consequences for non-compliance. This policy is not intended to be, nor is it, an agreement between Kinsey's Inc and any retailer, distributor, or reseller regarding pricing.

1. Purpose

This policy specifically prohibits all 3rd party sales for all Kinsey's Inc. owned Consumer Brands and establishes guidelines for Resellers offering any of the outlined brand's products on e-commerce platforms. Product includes any item listed on Kinsey's Consumer Brands active price list. Our goal is to protect the integrity of our brands, maintain product quality and image, as well as deliver consistent customer experience across all sales channels.

2. Authorized Sales Channels

Dealers are authorized to sell products only through the following channels:

- Brick-and-mortar retail locations
- Reseller's own Company-operated eCommerce website
- Direct-to-consumer sales via phone or email

Distributors are authorized to sell products only through the following:

- To legitimate brick & mortar retailers operating a physical retail business
- To legitimate eCommerce businesses selling on their own Company-operated eCommerce website

Sales on Amazon, eBay, and Walmart are specifically EXCLUDED and not allowed for both Dealers and Distributors or collectively any Resellers.

3. Unauthorized Resale

Dealers shall not distribute or sell to other retailers, resellers, or wholesale entities without prior written approval from Kinsey's Inc. All sales must be to end consumers with the intention of direct product usage. Distributors may sell to other resellers but are required to enforce this policy



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within their customer base. Failure to do so may result in suspension of distributor privileges or termination of the relationship with Kinsey's Inc.

4. Brand Representation Requirements

Any Reseller publishing products for sale on their own website must adhere to using only official Kinsey's Inc. provided images, warranties, and brand standards. Brand standards include:

- Use current brand logos and official product images.
- Reflect accurate product descriptions and specifications.
- Avoid unauthorized bundling, product manipulation, or misleading claims.

5. Enforcement & Consequences

The Company reserves the right to investigate and make its own independent determination as to whether this Policy has been violated. Upon determination to its satisfaction that the Policy has been violated, Kinsey's Inc. reserves the right, in its unilateral discretion, to take any action with respect to any reseller that violates this Policy, including the right to cancel new orders and to refuse to accept any additional orders.

1. First Violation - Upon the first violation of this Policy by any reseller, the Company will issue a written warning to the reseller. Resellers will have 3 business days from the date of the notice to correct the violation. If the violation is not corrected within the period of 3 business days, Kinsey's Inc. will treat it as a second violation.
2. Second Violation – Kinsey's Inc. s will send a notice to the reseller providing information and clarity around the violation. On the day of the notice, the reseller will be suspended and must discontinue entirely the sale of products, cancel any orders, or refuse to accept additional orders from the reseller for a period of not less than 30 days, but may extend indefinitely at the sole discretion of Kinsey's Inc. During this period, any unpaid balance is due to Kinsey's Inc. s immediately.

Violations of this policy may result in:

- Loss of authorized dealer or distributor status
- Suspension of access to wholesale pricing and inventory
- Removal of product warranties or customer support services
- Legal action for trademark infringement, brand damage, or unauthorized resale activity

6. Third-Party Marketplace Sales – Requested for Approval

Without written approval all sales are strictly forbidden on Amazon, eBay and Walmart. Resellers who wish to apply for channel approval must represent their ability to adequately represent Kinsey's Consumer Brands in accordance with this policy. The decision to allow any Reseller to list products on 3rd party platforms is at the sole discretion of Kinsey's Inc. To solicit permission contact Kinsey's Brands Sales Manager at 717.653.9074 or by emailing info@elevationequipped.com

