



AUTHORIZED INTERNET RESELLER POLICY

By purchasing Golight, Inc. products for resale, you agree to adhere to this Reseller Policy.

In order to ensure Golight, Inc., (“Golight”), resellers are able to sustain healthy margins on Golight products and ensure that Golight’s end-users are being provided a quality sales experience and customer support, Golight has announced this Authorized Reseller Policy (the “Reseller Policy”). Golight believes that its end-user customers are best served by having resellers who market Golight’s products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

Golight has also decided that, in order to maintain and protect the viability of the Golight reseller network for its products, in order to protect the value associated with Golight’s brands in connection with its products, and in order to ensure high-quality support by resellers to end-users of those products, resellers must comply with the following terms and conditions:

1. **Appointment.** Unless Golight objects, Reseller can advertise and sell the Golight Products to End-Users located in the United States of America ONLY in brick-and-mortar locations and on their own Internet URL locations;
2. **Third-Party Internet Marketplace Sales.** Reseller is prohibited from selling Golight products on Internet marketplaces including, but not limited to, Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, Rakuten, Sears, unless Reseller obtains written permission from Golight authorizing them to sell on specific Internet Marketplaces and under specific seller names. Golight may revoke or amend Reseller’s Internet Marketplace Authorization by sending notice to Reseller and such revocation or amendment shall become effective upon delivery of such notice;
3. **Transshipping.** Resellers shall not transship products. Specifically, resellers shall not sell or transfer any Golight products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of Golight products to anyone at the request of Golight;
4. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale Golight products within the United States. Golight hereby expressly prohibits resellers from soliciting or consummating sales outside of the United States;
5. **Intellectual Property.** The use of the intellectual property of Golight, including, but not limited to, trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from Golight is prohibited. Golight requires that only authorized company images and logos be used in all advertising material including, but not limited to, web, print and television media. Images may be requested by emailing media@golight.com;
6. **Sales Practices.** Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by Golight. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Golight products;
7. **Quality Controls.** Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Golight;
8. **Internet Minimum Advertised Price Policy.** Resellers are informed of Golight’s IMAP Policy as it applies to the advertisement for sale of Golight products from resellers to end-users in the United States. There is no agreement, express or implied, between Golight and resellers with respect to the advertised or resale pricing of Golight products. If any director, officer, employee, representative, or other agent of Golight tries to coerce resellers to agree to the price at which resellers advertise or resell Golight products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify Golight at BrandProtection@Golight.com;

9. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all Golight products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;
10. **Product Packaging.** Resellers shall sell Golight products in their original packaging. Relabeling, repackaging, bundling and other alterations are not permitted without written permission from Golight. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products; and
11. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by Golight from time to time which may be changed by Golight in its sole discretion.

Golight reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the amendments.

If Golight determines that a reseller is in violation of this Reseller Policy, Golight may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

Any questions regarding this Reseller Policy must be emailed to: BrandProtection@Golight.com.