



## AUTHORIZED RESELLER POLICY

### Introduction

Season Brand LLC (hereafter “**Season**”), a New Jersey limited liability company, is the manufacturer of Season Brand products. For over 100 years, Season has built its reputation as the manufacturer of high-quality canned seafood products with a commitment to sustainability.

Season is dedicated to protecting its brand equity and the quality of its products. To that end, Season distributes its products only through authorized resellers and distributors. Any reseller or distributor who wants to sell Season products must apply and be approved as an authorized reseller or distributor (“**Authorized Reseller**” or “**Authorized Resellers**”). Each Authorized Reseller accepts and is bound by the terms and conditions of this Policy, which details the channels and methods in which they are authorized to sell Season products. These terms and conditions are subject to change by Season without prior written notice at any time, at Season’s sole discretion. Season and Authorized Reseller are each a “**Party**” and together are the “**Parties.**”

### Terms and Conditions

1. **Authorization.** Authorized Resellers can advertise and sell Season Brand products (the “**Product**” or “**Products**”) to end-customers in the United States of America only, in brick-and-mortar locations and on their own internet URL locations approved by Season Brand.
2. **Third-Party Internet Marketplace Sales.** Authorized Resellers are prohibited from selling Season Brand products on Internet marketplaces including, but not limited to, Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, Rakuten, Sears, unless Authorized Resellers obtain written permission from Season Brand authorizing them to sell on specific internet marketplaces and under specific seller names. Season Brand may revoke or amend an Authorized Reseller’s internet marketplace authorization by sending notice to Authorized Reseller and such revocation or amendment shall become effective upon delivery of such notice.
3. **No Agency.** Season and each Authorized Reseller agree the relationship established by this Policy is that of independent contractors. Neither Party will have any right, power, or authority to enter into any agreement on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.
4. **End Customers.** Product purchased by Authorized Resellers is intended for sale to end customers only. Accordingly, Authorized Resellers will market, advertise, and resell the Product to end customers only. End-customers are customers who purchase the Product for their personal use or consumption. Authorized Resellers are prohibited from reselling the Product to third-party resellers or distributors without prior written approval from Season.
5. **Geographic Territory.** An Authorized Reseller’s authorization to market, advertise, and resell the Product is limited to the United States without exclusive right to any specific territory. Authorized Resellers must obtain prior written approval from Season to market, resell, gift, or export the Product outside the United States. Authorized Resellers must also obtain prior written approval from Season to resell Product to a buyer who they know, or reasonably should have known, has the intent to export the Product outside the United States.

6. **Duration.** An Authorized Reseller's authorization to market, advertise, and resell the Product will begin on the date when Season approves its designation as an Authorized Reseller, or any other date specified by Season. The authorization will remain in effect until it is terminated by either Party or when Season Brand terminates this Policy.
7. **Quality Control.** Authorized Resellers acknowledge the importance of upholding the good reputation of Season and its Products. Accordingly, Authorized Resellers will comply with all applicable federal, state, and local laws and regulations. Authorized Resellers also agree to adhere to the highest quality control standards in performing their obligations under this Policy, including the following standards established by Season Brand:
  - a. **Provide Accurate Information.** Authorized Resellers must provide accurate and up to date company and contact information including all DBA's, retail locations, and websites where the Product will be sold.
  - b. **Product Storage.** Authorized Resellers will store the Product in a facility and in a manner that prevents damage to the Product or its packaging.
  - c. **Original Packaging.** Authorized Resellers will only sell Products in their original unaltered, undamaged, and sealed packages with all original markings, documents, and identifying information intact. Authorized Resellers will not sell Products that are marked "used," "open box," or with any other similar descriptor. **Authorized Resellers are prohibited from selling Products that have original labels replaced, altered, destroyed, or bundles made up of items meant to be sold individually or as part of a larger package; such packages are considered altered and will not qualify for refunds, exchanges, or Season's product warranties.**
  - d. **Damaged Product.** Authorized Resellers will destroy, at their own expense, Product that Season determines is altered, damaged, or does not meet Season's quality standards.
  - e. **No Brand Commingling.** Authorized Reseller will not market, advertise, or display the Product with non-Season branded products in a manner that creates the impression that the non-Season products are made by, endorsed by, or associated with Season. Such commingling of brands is likely to cause customer confusion and is prohibited.
  - f. **Bundles and Multipacks.** Authorized Resellers will not create, or advertise, bundles or multipacks without the prior written authorization from Season.
  - g. **Quality Control Audit.** Season may conduct quality control audits of an Authorized Reseller's advertising, promotional materials, product images, and any documents related to the marketing and advertising of the Product to determine whether the use of the Product and Intellectual Property meet the standards, specifications, and directions approved by Season. When requested, Authorized Reseller will provide Season with samples of advertising, promotional materials, product images, and any other documents for review.
  - h. **Product Recall.** If Product recall is necessary, Authorized Resellers will cooperate with Season to conduct the recall.
  - i. **Drop Shipping.** Order fulfillment by drop shipping is prohibited without prior written approval from Season.
  - j. **Additional Quality Control Standards.** Season has the right to issue additional quality control standards to protect its brand's reputation and ensure commercial success of its Products. Authorized Resellers agree to abide by all additional standards issued by Season.
8. **Customer Service.** Authorized Resellers will offer customer service in a timely, diligent, and professional manner to customers who purchase the Product. Authorized Resellers will use commercially reasonable efforts to ensure customer satisfaction, increase customer loyalty, and preserve customer trust in the Season brand.

9. **Intellectual Property.** Season owns all proprietary rights in and to the Season brand, including name, logo, trademarks, service marks, trade dress, copyrights, patents, and any other intellectual property related to the Products (“**Intellectual Property**”). Season grants its Authorized Resellers a limited, non-transferable, revocable license to use Season’s Intellectual Property for the purpose of marketing, advertising, and reselling the Product in a manner consistent with this Policy. The Intellectual Property will not be affixed to, or advertised in connection with, any goods or services other than the Product. All goodwill arising from an Authorized Reseller’s use of the Intellectual Property shall inure solely to the benefit of Season. Each Authorized Reseller agrees to cease all use of the Intellectual Property upon their termination as an Authorized Reseller. **This limited license is granted only to Season’s Authorized Resellers.**
10. **Advertising By Season.** Nothing in this Policy limits Season’s right to market, advertise, and sell the Product. All decisions regarding the advertising medium or content will remain the sole discretion of Season.
11. **Product Warranties.** Season warrants the Products to be free from defects in material and workmanship. Season warrants that customers who purchase directly from Season, or from its Authorized Resellers, will receive unexpired product that is safe to consume when used according to the specification printed in the label. Season also warrants that the products sold by Season, and its Authorized Resellers, comply with all product safety regulations and appropriate labeling requirements promulgated by the United States Food and Drug Administration, including the Federal Food, Drug and Cosmetic Act, Federal Consumer Product Safety Act, and any other applicable product safety law. Further, Season warrants that the Products sold by its Authorized Resellers conform to Season’s quality control specifications. Such warranties extend only to Products sold by Season and its Authorized Resellers who are subject to Season’s quality control standards. **SEASON WARRANTIES DO NOT EXTEND TO PRODUCTS OBTAINED AND SOLD BY UNAUTHORIZED RESELLERS OR TO PRODUCTS WHICH SEASON CONSIDERS ALTERED.**
12. **WARRANTY DISCLAIMER. THE EXPRESS WARRANTIES SET FORTH IN THIS POLICY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SEASON HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**
13. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS POLICY, IN NO EVENT WILL SEASON BE LIABLE TO AUTHORIZED RESELLER FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SEASON HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SEASON’S LIABILITY WILL NOT EXCEED THE AMOUNT AUTHORIZED RESELLER PAID TO SEASON FOR THE PRODUCT.**
14. **Termination.**
- a. **Termination by Season.** Season may terminate its Authorized Reseller Policy at any time and in its sole discretion. Further, Season may terminate a Party’s approval as an Authorized Reseller if the Party violates the Terms, or for any other reason for which Season reasonably believes termination is necessary. Upon termination, the authorization to market and resell the Product will be automatically revoked.
  - b. **Termination by Authorized Reseller.** An Authorized Reseller may terminate its status as an Authorized Reseller by providing a 30-day written notice to Season. Upon termination, the Authorized Reseller’s authorization to market, advertise, and resell the Product will be automatically revoked.
15. **General Terms.**

- a. **Assignments.** The Parties cannot assign their obligations or rights under this Policy without the prior written consent of the other. Any attempt to make an assignment without the other Party's written consent will be void.
  - b. **Modifications.** Season may modify the Authorized Reseller Policy, and its Terms, at any time. Changes to the policy will be announced to Authorized Resellers in writing as soon as is practicable by Season. Any attempt by an Authorized Reseller to modify the Terms without the prior written consent of Season will be void.
  - c. **Severability.** If any part of this Policy is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part will be severable from the remainder of this Policy and will not cause the invalidity or unenforceability of the remainder of the Policy.
  - d. **Notices.** Unless otherwise agreed to by the Parties, all notices will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, (iv) email, or (v) fax with confirmation.
  - e. **Equitable Remedies.** The Parties agree that irreparable damage would occur if any provisions of this Policy were not performed in accordance with the terms hereof. Accordingly, the Parties will be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof.
- 16. Entire Policy.** This Policy is the complete and exclusive statement of the mutual understanding of the Parties. This Policy supersedes and cancels all previous written and oral agreements or communications relating to Season's Authorized Reseller Policy.
- 17. Notice of Minimum Advertised Price Policy.** Season maintains a Minimum Advertised Price Policy that applies to all Season products. This section is intended to only give notice of the policy to its Authorized Resellers. It does not constitute consideration for any agreement between the Parties nor a separate agreement regarding the final price that an Authorized Reseller will charge its customers. The Minimum Advertised Price Policy is a unilateral policy and not subject to agreement by any reseller.