



## DE'LONGHI AMERICA INC. TERMS AND CONDITIONS OF SALE

To remain eligible to purchase DeLonghi, Kenwood and Braun Products "Products" from DeLonghi or an authorized distributor "Distributor", the following program terms apply:

- A. Retailer shall resell Products only from its approved retail locations and only to bone fide end users within the Continental United States, Alaska and Hawaii.
- B. Retailer is not authorized to resell the Products online unless approved by DeLonghi and communicated by DeLonghi or the Distributor in writing to Buyer prior to Buyer selling the Products online. Retailer shall only sell products online under their company's legal business name or a dba pre-approved by DeLonghi. In addition, the Retailer's mailing address, telephone number and email address must be identified on the website. Retailer shall not sell through third-party marketplaces without the express written authorization of DeLonghi.
- C. Retailer shall at all times diligently promote the sale of and increase the interest in the Products as follows:
  - a. Promote the Products through a local merchandising plan that includes where appropriate: product displays, in-store signage, in-store demonstrations, advertising and marketing programs;
  - b. Maintain a staff capable of promoting and demonstrating the Products;
  - c. Provide access to its staff for training by DeLonghi personnel;
  - d. Not sell refurbished or returned Products unless approved by DeLonghi.
- D. Retailer must properly display the appropriate DeLonghi, Kenwood and Braun logos in-store, online and on all advertisements.
- E. Retailer shall refrain from engaging in any unfair competitive or misleading or deceptive practices respecting the Products and comply with all applicable federal, state and local laws and regulations, including but not limited to those related to the delivery of warranties respecting the Products, disclosures and privacy.
- F. Retailer shall not sell or offer to sell the Products other than the Products purchased by the Retailer from DeLonghi or a DeLonghi authorized Distributor of same.
- G. Retailer shall exercise due care in storing and handling of the Products, storing the products in a cool, dry place away from direct sunlight, extreme heat and dampness and in accordance with any additional storage guidelines designated by DeLonghi from time to time.
- H. Retailer will review DeLonghi Policies on a minimum of an annual basis and as new Policies are released.
- I. Retailer will promptly provide, when requested, reports as to year-to-date sales of the Products by each of its retail locations and online sales.

**De'Longhi America, Inc.**  
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[www.kenwoodworld.com](http://www.kenwoodworld.com)  
[www.braunhousehold.com](http://www.braunhousehold.com)



**KENWOOD** **BRAUN**

- J. Retailer must meet annual minimum purchase requirements as set forth by DeLonghi.
- K. Retailer will promptly provide, when requested, information relating to its compliance with applicable laws with respect to Retailer's obligations.

By continuing to do business with DeLonghi or issuing purchase orders after receipt of these terms and conditions of sale, the Retailer agrees to these terms and conditions of sale and agrees to be bound by them. Sales in violation of the Terms And Conditions Of Sale may result in immediate termination of Retailer's account and/or authorization to purchase Products from an authorized distributor, in addition to other remedies.