



OWENS CORNING SALES, LLC VIDAWOOL AUTHORIZED TWO-STEP DISTRIBUTOR POLICY
Effective Date: 12/1/23

This Owens Corning Sales, LLC VidaWool Authorized Two-Step Distributor Policy ("Distributor Policy") is issued by Owens Corning Sales, LLC ("Owens Corning") and applies to two-step distributors of VidaWool-branded products ("Product(s)"), and applies to distribution of the Products in the United States of America. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and Owens Corning. By purchasing Products from Owens Corning for retail sale to End Users (as hereinafter defined) and distribution to Authorized Sellers (as hereinafter defined), you ("Distributor," "you" or "your") agree to adhere to the following terms and conditions. Until such status is otherwise revoked by Owens Corning in Owens Corning's sole and absolute discretion, Distributor shall be considered an "Authorized Distributor" hereunder. Owens Corning may review Distributor's activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Distributor is authorized to sell Products purchased from Owens Corning to Authorized Sellers and End Users (collectively, "Authorized Customers").

(a) An "Authorized Seller" is an individual or business entity that:

- (i) purchases Products from Owens Corning or an Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and agrees to adhere to the Owens Corning Sales, LLC VidaWool Brand Protection Policy; and
- (iii) has not had its Authorized Seller status revoked by Owens Corning.

(b) An "End User" is any 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 Products to install for an ultimate consumer and who does not intend to resell Products in an uninstalled state.

(c) If any customer or prospective customer of Distributor that seeks to purchase Products for purposes of resale is not yet an Authorized Seller, Distributor shall immediately provide the Owens Corning Sales, LLC VidaWool Brand Protection Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Owens Corning Sales, LLC VidaWool Brand Protection Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Seller unless and until Owens Corning revokes such status. Authorized Sellers are determined by Owens Corning in its sole discretion.

(d) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Seller customers as requested by Owens Corning from time to time.

(e) Distributor agrees to cease or suspend sales to any customer promptly upon request of Owens Corning.

(f) Distributor shall not sell, ship, invoice, or promote the Products outside the United States of America or to anyone Distributor knows or has reason to know intends to ship the Products outside of the United States of America without Owens Corning's prior written consent.

(g) Distributor shall not sell Products to any entity that operates a third party marketplace website, including, but not limited to Amazon.com, Groupon.com, or Jet.com.

2. **Online Sales.** Distributor is authorized to advertise and sell Products through Permissible Public Websites and Permissible Non-Public Websites (collectively, "Permissible Websites") in accordance with the terms herein.

- (a) A "Permissible Public Website" is a website or mobile application that:
 - (i) is operated by Distributor in Distributor's legal name or registered fictitious name;
 - (ii) conspicuously states Distributor's legal name, mailing address, telephone number, and email address;
 - (iii) does not give the appearance that it is operated by Owens Corning or any third party; and
 - (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Owens Corning may amend from time to time.
- (b) A "Permissible Non-Public Website" is a website or mobile application that:
 - (i) is operated by Distributor in Distributor's legal name or registered fictitious name;
 - (ii) conspicuously states Distributor's legal name or registered fictitious name, mailing address, telephone number, and email address;
 - (iii) does not give the appearance that it is operated by Owens Corning or any third party;
 - (iv) is primarily used to facilitate orders from Authorized Sellers; and
 - (v) does not display Product pricing information in a manner that can be viewed without registering for an account and logging in.

(c) **Distributor shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Website without the prior written consent of Owens Corning. Sales on third party marketplace websites such as Amazon, eBay, Jet, Walmart Marketplace, Sears Marketplace, or Home Depot Quote Center are prohibited without Owens Corning's prior written consent.**

(d) Owens Corning reserves the right to terminate, at any time and in its sole discretion, its approval for Distributor to market and sell Products on the Permissible Websites, and Distributor must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination.

The terms of this Distributor Policy supersede any prior agreement between Owens Corning and Distributor regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Distributor by Owens Corning to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3. **Sales Practices.** Distributor 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Owens Corning. Distributor shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Owens Corning.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Distributor shall comply with all instructions provided by Owens Corning regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Distributor shall store Products in a cool, dry place, away from direct sunlight.

(b) Distributor shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Distributor shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Distributor shall not alter Products.

(c) Distributor shall not represent or advertise any Product as “new” that has been returned open or repackaged.

(d) Promptly upon receipt of the Products, Distributor shall inspect the Products and their packaging for damage, defect, or other nonconformance (a “Defect”). If any Defect is identified, Distributor must not offer the Product for sale and must promptly report the Defect to Owens Corning.

(e) Distributor 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. Distributor 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) Distributor shall cooperate with Owens Corning with respect to any Product tracking systems that may be implemented from time to time.

(g) Distributor shall cooperate with Owens Corning with respect to any Product recall or other consumer safety information dissemination efforts.

(h) Distributor shall report to Owens Corning any customer complaint or adverse claim regarding the Products of which it becomes aware. Distributor shall assist Owens Corning in investigating any such complaints or adverse claims.

(i) Distributor shall cooperate with Owens Corning in the investigation and resolution of any quality or customer service issues related to Distributor's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Distributor acknowledges and agrees that Owens Corning or its licensors own all proprietary rights in and to the VidaWool brand, name, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (“Proprietary IP”). Distributor is granted permission to use the Proprietary IP solely for purposes of marketing and selling the Products as set forth herein. This permission will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the Proprietary IP shall inure solely to the benefit of Owens Corning or its licensors. Distributor's use of the Proprietary IP shall be in accordance with the Owens Corning Brand Guidelines and any similar guidance that may be provided by Owens Corning from time to time, and must be commercially reasonable as to the size, placement, and other manners of use. Owens Corning reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Proprietary IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any Owens Corning product name or any trademark owned by or licensed to Owens Corning, nor a misspelling or confusingly similar variation of any Owens Corning product name or any trademark owned by or licensed to Owens Corning.

6. **Termination.** If Distributor violates this Distributor Policy, Owens Corning reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of a Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of the Products or has any affiliation whatsoever with Owens Corning; and (iii) using all Proprietary IP.

7. **Modification.** Owens Corning reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the Proprietary IP, or use of any other information or materials provided by Owens Corning to Distributor will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy, and its attachments, if any, constitute confidential, proprietary information of Owens Corning 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 Owens Corning.



EXHIBIT A

OWENS CORNING SALES, LLC ONLINE SALES GUIDELINES

Distributor's approval to sell Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Websites must not give the appearance that they are operated by Owens Corning or any third party.
2. Anonymous sales are prohibited. Distributor's full legal name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in a confirmation email delivered at the time of purchase.
3. At Owens Corning's request, Distributor will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Distributor shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Distributor agrees to provide copies of any information related to customer feedback (including any responses to customers) to Owens Corning for review upon request. Distributor shall maintain all records related to customer feedback for a period of one year following creation or submission of such a record, to the extent legally permitted. Distributor agrees to cooperate with Owens Corning in the investigation of any negative online review associated with Distributor's sale of the Products and to use reasonable efforts to resolve any such reviews.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Distributor shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Except for a drop-shipment program arranged with Owens Corning or as separately authorized by Owens Corning in writing, Distributor shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Distributor fulfill orders in any way that results in the shipped Product coming from stock other than Distributor's.
8. In marketing the Products on the Permissible Public Websites, Distributor shall only use images and descriptions of Products either supplied by or authorized by Owens Corning and shall keep all Product images and descriptions up to date. Distributor shall not advertise Products not carried in inventory.