



OWENS CORNING SALES, LLC VIDAWOOL BRAND PROTECTION POLICY
Effective Date: 12/1/23

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

1. **Authorized Customers.** Seller is authorized to sell Products to End Users. An "End User" is a 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. Seller shall not sell or transfer Products to any person or entity Seller knows or has reason to know intends to resell the Products. Seller shall not sell, ship, invoice, or promote the Products outside the United States of America without Owens Corning's prior written consent.

2. **Online Sales.** Seller is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Seller in Seller's legal name or registered fictitious name;
- (ii) conspicuously states Seller'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.

Seller shall not advertise or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Jet, Walmart Marketplace, Sears Marketplace, or Home Depot Quote Center), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Owens Corning. Owens Corning reserves the right to terminate, at any time and in its sole discretion, its approval for Seller to market and sell Products on the Permissible Public Websites, and Seller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination.

3. **Sales Practices.** Seller 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. Seller shall not make any warranties or representations concerning the Products except as expressly authorized by Owens Corning. Seller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Seller 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) Seller 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. Seller shall store Products in a cool, dry place, away from direct sunlight.

(b) Seller 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. Seller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Seller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Seller shall not alter Products.

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

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

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

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

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

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

5. **Intellectual Property.** Seller 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”). Seller 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 Seller’s status as an Authorized Seller. All goodwill arising from Seller’s use of the Proprietary IP shall inure solely to the benefit of Owens Corning or its licensors. Seller’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, Seller’s use or intended use of the Proprietary IP at any time, without limitation. Seller 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 Seller violates this Brand Protection Policy, Owens Corning reserves the right to terminate Seller’s status as an Authorized Seller with written or electronic notice. Upon termination of a Seller’s status as an Authorized Seller, Seller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Seller is an Authorized Seller 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 Brand Protection Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Seller'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 Seller following notice of the amendments will be deemed Seller's acceptance of the amendments.

8. **Confidentiality.** This Brand Protection 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

Seller'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. Seller'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, Seller 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 Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Owens Corning for review upon request. Seller 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. Seller agrees to cooperate with Owens Corning in the investigation of any negative online review associated with Seller'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. Seller 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, Seller shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than Seller's.
8. In marketing the Products on the Permissible Public Websites, Seller 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. Seller shall not advertise Products not carried in inventory.