

HOLLISTER INCORPORATED AUTHORIZED E-COMMERCE RESELLER POLICY

For purposes of this Hollister Incorporated Authorized E-commerce Reseller Policy (the “Reseller Policy”), “Hollister” refers to Hollister Incorporated, the manufacturer and exclusive United States licensor of Hollister-branded products. This Reseller Policy applies to Authorized Resellers of Adapt, CeraPlus, Contour, Flexlend, Flexwear, FormaFlex, M9, New Image, and Hollister products (the “Products”) in the United States of America. Any entity having purchased Products from Hollister or one of its authorized distributors for retail sale after receipt/review of this Reseller Policy, (“Reseller,” “you,” or “your”) acknowledges they have read, understood, and agreed to adhere to the following Reseller Policy. Until such status is otherwise revoked by Hollister, Resellers shall be considered “Authorized Resellers” hereunder. Any reference in this Agreement to you, the undersigned, or Seller, shall also include any affiliate, subsidiary, parent, successor, or assign, of you, the undersigned, or Seller, or any person or entity controlled by or in control of any of the foregoing. This Reseller Policy is effective as of 1 October 2023.

In addition to all other available remedies, if Reseller violates this Reseller Policy, Hollister reserves the right to immediately terminate Reseller’s status as an Authorized Reseller.

1. **Manner of Sale.** Reseller shall note the following and sell the Products only as set forth herein; otherwise, Hollister is not able to ensure the authenticity and relied upon quality of the Products to end users, and Reseller will not remain eligible to utilize the following:

- **Hollister’s Limited Product Warranty** - Hollister warrants that it will convey good and marketable title to Products sold by it to Reseller. Hollister further warrants with respect to Products sold by Hollister to Reseller that for one hundred eighty (180) calendar days from the production date affixed to any Product or its packaging and labeling; Products will be free from defects in material and workmanship which are not commercially acceptable.
- **Hollister’s Defective Product Process** – If any Products arrive to Reseller with verifiable manufacturer defects and/or do not meet either/both of the warranties set forth directly above, Reseller shall notify Hollister at cs@hollister.com within 10 business days of receipt of such Product, and, Hollister shall replace the Product(s) at issue with replacement Product(s).

(a) ***Authorized Customers.*** Reseller shall sell Products solely to end users of the Products. Reseller shall not knowingly sell to anyone a quantity of the Products greater than that generally purchased by an end user for personal use. Reseller shall not knowingly sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of Hollister. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, or any other person Reseller knows or has reason to know intends to re-sell the Products.

(b) ***Geographic Location of Sales.*** Reseller shall not sell, ship or invoice Products to customers outside of the United States of America or to anyone Reseller knows or has reason to know intends to move the Products outside of the United States of America.

(c) ***Online Marketplace/E-Commerce Sales.*** Reseller shall not market or offer for sale the Products on or through any third-party: online marketplace, website, electronic application, and/or e-commerce sales platform (collectively and individually, “E-Commerce Sales”) without the prior written consent of Hollister which is granted solely through the execution of an E-Commerce Reseller Agreement (“ERA”) between Hollister and Reseller. A valid ERA constitutes the only means of Hollister providing consent to sell Products via E-Commerce Sales. No Hollister employee or agent can authorize Amazon sales through oral statements, other written agreement, or by any other means.

(d) ***Sales Practices and Inventory.*** Reseller shall conduct its business in a reasonable and ethical manner at all times, whether engaged in sale of Products or other products, and will not engage in

any deceptive, misleading or unethical practices or advertising at any time, and will not make any warranties or representations concerning Products except as expressed or authorized by Hollister. Reseller shall comply with Hollister's policies, procedures and guidelines (collectively "Guidelines"). Such Guidelines include, but are not limited to, the reporting of customer complaints and the development and use of promotional, marketing and/or educational materials. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Further, Reseller shall carry a 21-day level of inventory of the Products which Hollister deems adequate to meet the needs of, and to furnish prompt and efficient delivery of Products to, end users.

(e) **Product Packaging and Display.** Reseller shall sell Products only in their original packaging. With the sole exception of meeting labeling requirements set by Amazon to properly send Products into Amazon FBA warehouses, relabeling, repackaging (including the separation of bundled products or the bundling of products), or any other alterations are not permitted. 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. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Hollister products together with the Products in a manner that would create the impression that the non-Hollister products are made by, endorsed by, or associated with Hollister.

(f) **Customer Service.** Reseller personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end users on the selection and safe use of the Products, as well as any applicable warranty or return policy. Reseller must make itself available to respond to end user questions and concerns both before and after sale of Products and should endeavor to respond to customer inquiries promptly. Reseller and Reseller's agents must represent Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Hollister. Reseller agrees to cooperate fully with Hollister in any investigation or evaluation of such non-compliance.

2. **Product Care and Quality Controls.** Reseller shall care for the Products as set forth herein.

(a) **Product Storage and Handling.** Reseller is responsible for all costs associated with the storage, handling and shipment of Products from Hollister to Reseller customers. Reseller is responsible for ensuring that it has the proper warehousing procedures for Products and that such operations have the storage facilities that are capable of protecting the integrity, quality and purity of Products. Reseller shall warehouse the Products in its warehouse facility in accordance with the storage requirements on Products' packaging, labeling and product literature.

(b) **Product Pricing Program.** All authorized resellers must participate in Hollister's Authorized Sales Channel Pricing Program and achieve a mutually agreed upon purchase commitment. Failure to participate in said program is a violation of this Reseller Policy.

(c) **Product Inspection.** Promptly upon receipt of the Products, Reseller shall inspect the Products for damage, defect, broken seals, or other nonconformance (collectively, "Defects"). Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired per the Product shelf-lives specified above. If any Defect is identified, Reseller must not offer the Product for sale, and must promptly report the Defect to Hollister at cs@hollister.com in order to utilize the Defective Product Process set forth above.

(d) **Recall and Consumer Safety.** To ensure the safety and well-being of the end users of Products, Reseller shall cooperate with Hollister with respect to any recall or other consumer safety information dissemination effort involving Products.

3. **Warranty.** **NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN (WHICH ARE MADE IN LIEU OF ALL OTHER WARRANTIES), SHALL APPLY TO PRODUCTS.** HOLLISTER’S SOLE OBLIGATION AND LIABILITY IN RESPECT OF ITS WARRANTY AS SET FORTH HEREIN SHALL BE, AT ITS OPTION, TO REPLACE THE RELEVANT PRODUCT AT ITS COST. HOLLISTER SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

4. **Intellectual Property.**

(a) ***Grant of License.*** Reseller acknowledges and agrees that Hollister is the exclusive United States licensor of the Hollister brand, name, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to Products (“Hollister Trademarks”).¹ Reseller is granted a limited, non-exclusive, non-transferable, revocable sublicense to use Hollister Trademarks solely for purposes of advertising that Reseller is authorized by Hollister to sell the Products, and to display the Hollister Trademarks in connection with the advertising and sale of the Products.

(b) ***Limit of Grant.*** Hollister reserves all other rights granted to it as the exclusive licensor of the Hollister Trademarks. The sublicense rights granted in this Policy do not include the right of Reseller to register or use the Hollister Trademarks as or within domain names or to use the Hollister Trademarks in Reseller trade names, corporate names, or business names. Reseller recognizes that Hollister has the exclusive right to all Hollister Trademarks used by Hollister to identify its Products in the United States, and Reseller agrees that it will not claim any right, title, or interest therein. Nothing herein shall be construed to give Reseller any right, title to, or interest in the Hollister Trademarks.

(c) ***Termination of Sublicense.*** This sublicense will cease upon termination of Reseller’s status as an Authorized Reseller or in the event Reseller breaches any requirements set forth by Hollister.

(d) ***Trademark Quality Control.*** Hollister reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Hollister Trademarks at any time, without limitation. Upon request by Hollister or the owner of the Hollister Trademarks, Reseller shall be required to submit samples of any manner of its display of the Hollister Trademarks and samples of the Products.

(e) ***Goodwill.*** All goodwill arising from Reseller’s use of the Hollister Trademarks shall inure solely to the benefit of the owner of the Hollister Trademarks.

5. **Termination.** Hollister may terminate Reseller’s status as an Authorized Reseller at any time and without cause by providing Reseller with 30 days written notice of such termination. Upon termination of Reseller’s status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Products or has any affiliation whatsoever with Hollister; and (iii) using all Hollister Trademarks.

6. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach to Sections 1 (Manner of Sale), 2 (Product Care and Quality Controls), 4 (Intellectual Property), or 5 (Termination) of this Reseller Policy, it is agreed and understood that Hollister

¹ The trademarks covered by this Policy include, but are not limited to, the following: Hollister®, U.S. Reg. No. 1369988.

will have no adequate remedy in money or other damages at law. Accordingly, Hollister shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Reseller Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Reseller Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Hollister to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Hollister's right to fully enforce any or all provisions and parts thereof.

7. **Audit.** Hollister reserves the right to audit and/or monitor Reseller's activities for compliance with this Reseller Policy, including, but not limited to, inspection of Reseller's facilities and records concerning the Products.

8. **Miscellaneous.** Hollister reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Hollister Trademarks, or use of any other information or materials provided by Hollister to Reseller will be deemed Reseller's acceptance of the amendments. If any provision of this Reseller Policy is held contrary to law, the remaining provisions shall remain valid. This Reseller Policy and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Reseller Policy, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Lake County, Illinois.

-- End of Policy --