

AUTHORIZED DISTRIBUTOR AGREEMENT

This Authorized Distributor Agreement (the "Agreement") is executed as of the _____ day of _____, 20__, by and between Zendex Tool Corporation ("Zendex") and the undersigned Authorized Distributor ("Distributor"). Zendex manufactures certain branded products (the "Products"), and Distributor desires to purchase and resell such Products subject to the terms set forth herein.

1. Appointment and Scope of Authorization

Zendex hereby appoints Distributor as a non-exclusive Authorized Distributor of the Products within Distributor's normal course of business, subject to compliance with this Agreement, Zendex policies, and applicable law. No rights are granted except as expressly stated herein.

2. Terms and Conditions of Sale

All sales of Products by Zendex to Distributor are subject to Zendex's Terms and Conditions of Sale, as may be amended from time to time, which are incorporated herein by reference. The Terms and Conditions will be provided upon onboarding, upon request, and are available at:

zendextool.com/authorized-distributor-center/

3. Internet Minimum Advertised Price (IMAP) Policy

Zendex has adopted an Internet Minimum Advertised Price ("IMAP") Policy to support and protect its distribution network. Distributor acknowledges receipt and understanding of the IMAP Policy and agrees to comply with it at all times. Zendex reserves the right to modify or discontinue the IMAP Policy at its sole discretion. The IMAP Policy is available at the link below:

zendextool.com/authorized-distributor-center/distributor-imap-policy/

4. Online Marketplaces and Third-Party Platforms

4.1. Permitted Marketplace Sales

Distributor may sell Products on third-party online marketplaces and platforms (including, but not limited to, Amazon, eBay, Walmart Marketplace, and similar services) only as a third-party seller ("3P"), only on Zendex-controlled or Zendex-approved listings, and only while Distributor remains in good standing under this Agreement.

4.2. Prohibited Sales Channels

Unless expressly authorized in writing by Zendex:

- » Sales through any first-party marketplace model (including Amazon First-Party ("1P") or direct sales to a marketplace operator acting as the seller of record) are not permitted.
- » Distributor may not create, modify, duplicate, or optimize marketplace listings for Zendex Products.
- » Distributor may not sell Products on any marketplace in a manner that obscures product origin, authorization status, traceability, or warranty eligibility.

4.3. Downstream Reseller Responsibility

Distributor is responsible for ensuring that any reseller, dealer, integrator, or downstream customer supplied by Distributor complies with this Agreement, including all marketplace, IMAP, pricing, and brand representation requirements. Distributor shall not knowingly supply Products to any party that sells or advertises Products in violation of this Agreement.

5. Brand Protection and Enforcement

Zendex maintains ownership of and participates in brand protection programs, including but not limited to Amazon Brand Registry. Distributor acknowledges and agrees that Zendex may, in its sole discretion:

- » Enforce its intellectual property rights;
- » Report or remove unauthorized or non-compliant listings;
- » Flag listings as counterfeit, infringing, or otherwise improper;
- » Take corrective actions necessary to protect Zendex's brand integrity. Such enforcement actions shall not constitute a breach of this Agreement.

6. Intellectual Property

Zendex retains exclusive ownership of all trademarks, copyrights, patents, trade dress, and other intellectual property associated with the Products. Distributor is granted a limited, non-transferable license to use Zendex intellectual property solely for the authorized marketing and resale of Products in compliance with this Agreement. Unauthorized distributors and resellers are expressly prohibited from the use of Zendex intellectual property.

7. Product Warranty

Products manufactured by Zendex and purchased through an Authorized Distributor are subject to Zendex's limited OEM warranty covering defects in materials and workmanship, subject to stated exclusions and conditions. Products must be registered with Zendex within ninety (90) days of purchase for warranty eligibility.

Products purchased from unauthorized distributors or sellers are not eligible for warranty or service. Zendex reserves the right to require valid proof of purchase for all warranty claims. The OEM Warranty Policy for both Domestic and International Distributors are available at the links below:

zendextool.com/authorized-distributor-center/domestic-authorized-distributor-warranty-policy/

zendextool.com/authorized-distributor-center/international-authorized-distributor-warranty-policy/

8. Remedies and Termination

Zendex reserves the right, in its sole discretion and without prior notice, to:

- » Suspend or revoke Distributor's authorized status;
- » Deny warranty coverage for non-compliant sales;
- » Restrict Product supply;
- » Terminate this Agreement immediately for violations related to marketplace sales, IMAP compliance, or brand integrity.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict-of-law principles.

10. Miscellaneous

10.1. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings relating to the subject matter herein.

10.2. Amendment and Waiver

No amendment or waiver shall be effective unless in writing and executed by Zendex. Any waiver shall apply only to the specific instance for which it is given.

10.3. Assignment

Distributor may not assign or transfer this Agreement without Zendex's prior written consent.

10.4. Severability

If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

11. Amazon Marketplace Addendum (FAQ)

This non-binding FAQ is provided for clarity and guidance regarding Zendex's marketplace policies. In the event of a conflict, the terms of this Agreement shall control.

Q1: Does Zendex allow sales on third-party marketplaces?

Yes. Zendex allows sales on third-party marketplaces only by authorized distributors and their compliant resellers, and only on Zendex-controlled or Zendex-approved listings.

Q2: Are Amazon sales permitted?

Yes, Amazon Third-Party (3P) sales are permitted when conducted by authorized distributors in good standing and only on approved listings.

Q3: Does Zendex support Amazon First-Party (1P) or direct sales to a marketplace operator?

No. Zendex does not support Amazon First-Party (1P) or similar models where the marketplace operator is the seller of record.

These models do not allow Zendex to reliably trace products back to the actual selling entity, which is critical for enforcing MAP compliance, warranty eligibility, product recalls, and brand integrity. Without clear seller traceability, Zendex cannot confirm whether products were sold through authorized channels or ensure consistent customer support and warranty coverage.

For these reasons, Zendex supports only third-party (3P) marketplace sales where seller identity and authorization can be clearly established.

Q4: Why does Zendex restrict listing creation and control listings?

Marketplace platforms allow unrestricted listing creation, which can result in inaccurate information, MAP violations, and poor brand representation. Zendex-controlled listings ensure consistent product data, compliant pricing, and a better end-customer experience.

Q5: What happens if a product is sold by an unauthorized marketplace seller?

Products sold by unauthorized sellers are not eligible for Zendex's OEM warranty or service and may be subject to enforcement actions, including listing removal through marketplace brand protection programs.

Q6: Am I responsible for customers or resellers I supply?

Yes. Authorized Distributors are responsible for ensuring that their downstream customers comply with Zendex marketplace, pricing, and brand policies.

Q7: Can Zendex take action against listings without notice?

Yes. Zendex may take immediate corrective or enforcement action to protect its brand, customers, and authorized channel partners.

Q8: Why do some Zendex products already appear as Amazon First-Party (1P) listings?

Some Zendex products appear in Amazon First-Party (1P) listings that were created prior to Zendex's participation in Amazon Brand Registry and prior to the implementation of our current Authorized Distributor and marketplace policies. These legacy listings do not represent Zendex's current marketplace strategy and are not being expanded or supported. All new and ongoing marketplace sales are governed by Zendex's current Authorized Distributor Agreement and require clear seller authorization and traceability.

12. Execution

BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

ZENDEX TOOL CORPORATION

Signer Name: _____

Title: _____

Signature: _____

Date: _____

AUTHORIZED DISTRIBUTOR

Company Name: _____

Signer Name: _____

Title: _____

Signature: _____

Date: _____

This policy is also available on our website:

zendextool.com/authorized-distributor-center/authorized-distributor-agreement/

