



Zendex Tool Corporation **Distributor Policies and Documents**



Manufactured in the USA by
Zendex Tool Corp.
4 Larson Drive
Danbury CT USA 06810

Frequently Asked Questions
zendextool.com/faq



Contact Us Page
zendextool.com/contact-us



Product Registration
zendextool.com/warranty-registration/



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CONTACT INFORMATION & HOURS OF OPERATION

Orders, Inventory, and Invoices: **orders@zendextool.com**
 Payment or Other Billing: **billing@zendextool.com**
 Support or General Questions: **support@zendextool.com**
 Marketing: **since1984@zendextool.com**

Phone: **1-800-446-5257**

Address: **4 Larson Dr
Danbury, CT 06810**

Office Hours: **M-F 9am-5pm**
 Shipping/Receiving Hours: **M-F 8am-3pm**

Name	Title	Email	Phone Ext.
Dean Cocco	President & COO	support@zendextool.com	160
Kevin Stefani	Principal Design Engineer	engineering@zendextool.com	120
Elizabeth Som	Customer Service Specialist	support@zendextool.com	110
	Order Management Specialist	orders@zendextool.com	
Anastasia DeVol	Billing Specialist	billing@zendextool.com	105
	Marketing Specialist	since1984@zendextool.com	

This document and other resources can be found on our website
zendextool.com/authorized-distributor-center/authorized-distributor-master-policy-document/



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 as well as [page 13](#) of this document:

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 as well as [pages 23-28](#) of this document:

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/



DISTRIBUTOR PAYMENT TERMS & CREDIT POLICY

1. Purpose

This policy defines the standard payment terms, credit approval procedures, invoicing expectations, and account management rules for all authorized distributors of Zendex Tool Corporation. The objective is to ensure consistent cash flow management, reduce credit risk, and establish transparent expectations for all trading partners.

2. Scope

This policy applies to all U.S. and international distributors purchasing products from Zendex Tool Corporation, whether on open account, credit terms, COD, or prepayment basis.

3. Standard Payment Terms

3.1. Default Terms

Unless otherwise approved in writing, standard distributor terms are: Net 30 days from invoice date.

3.2. CBS (Cash Before Shipment) or Credit Card Terms

Accounts under these terms must pay invoice in full before the order is released to ship.

- » The total due will include a 2.0% surcharge fee for card processing.
- » Distributor will provide a credit card number and billing information to be securely kept on file by the payment processor. The card information will be used to put a pre-authorization charge on the card at invoice date with the understanding that the total balance due will be charged at time of shipment, within 7 days.

3.3. Early Payment Discount

Zendex Tool Corporation. MAY offer discounts for early payment as part of promotional programs or negotiated terms.

Any early payment discount must be approved by management.

3.4. Accepted Payment Methods

- » ACH / EFT
- » Check
- » Wire Transfer
- » Credit Card (2.0% surcharge fees will apply)

Payments must reference the invoice number(s) to ensure proper application.

4. Credit Approval & Account Setup

4.1. Application Requirements

New distributors requesting open credit terms can elect to provide:

- » Completed Zendex credit application
- » Trade references (minimum 2)
- » Banking information
- » Resale certificate (where applicable)

Zendex may still elect to review an account for terms without above provided information at our own discretion but an EIN must be provided

4.2. Credit Evaluation

Zendex Tool Corporation reserves the right to evaluate:

- » Credit history
- » Financial stability
- » Payment behavior
- » Order volume

Credit limits will be set at the discretion of management based on risk assessment.

4.3. Updates to Credit Limits

Credit limits may be:

- » Increased based on strong payment history and order growth
- » Reduced or suspended for slow payments or unfavorable credit reports
- » Reviewed annually or at Zendex's discretion

5. Invoicing & Statements

5.1. Invoice Delivery

Invoices will be sent electronically via email unless otherwise agreed. Distributors must maintain a valid A/P contact email on file.

5.2. Monthly Statements

Monthly account statements may be emailed summarizing all unpaid invoices, credits, and adjustments.

5.3. Discrepancies & Disputes

Distributors must report invoicing or pricing discrepancies within 10 days of receiving the invoice. Disputes older than 30 days may not be eligible for adjustment unless a Zendex error can be clearly documented.

6. Late Payments & Finance Charges

6.1. Standard Enforcement of Terms

Invoices not paid within the established terms will be considered past due.

6.2. Finance Charges

Any balance that becomes more than 30 days past due will be subject to a finance charge as follows:

- » Monthly finance charge: 1% (or maximum allowed by applicable law)
- » Applies to all past-due balances beyond the 30-day grace period
- » Charged monthly until fully paid

Finance charges will be itemized on account statements.

7. Shipping Holds & Order Restrictions

7.1. Shipping Hold Threshold

If any invoice becomes more than 30 days past due, Zendex Tool Corporation will place the distributor on shipping hold.

No orders will be processed or shipped—including stock orders, special orders, and drop-shipments—until:

- » All past-due balances >30 days are paid in full
- » Any applicable finance charges have been satisfied

7.2. Return to Good Standing

To restore open terms and normal shipping activity:

- » Past due balance must be resolved
- » Payments must clear
- » Distributor must communicate corrective measures to prevent future delinquencies

7.3. Repeated Violations

Accounts with consistent late payments may be:

- » Cash Before Shipment (CBS) – Required to prepay before shipment
- » Assigned a reduced credit limit
- » Suspended from authorized distributor program eligibility

8. Deductions, Short-Pays & Unauthorized Offsets

8.1. Unauthorized Deductions

Short-pays or deductions taken without written approval from Zendex will be considered past due and subject to finance charges.

8.2. Pricing or Return-Related Deductions

Credits related to returns, pricing adjustments, or promotions must be issued by Zendex before deductions can be applied.

9. Returned Checks & Rejected Payments

- » Any returned check or rejected electronic payment may incur a \$25 fee.
- » Repeated incidents will result in a change of payment terms.

10. Account Suspension or Termination

Zendex Tool Corporation reserves the right to suspend or terminate credit terms or distributor status for:

- » Chronic late payments
- » Excessive disputes
- » Poor credit evaluations
- » Failure to comply with this policy

11. Amendments

Zendex Tool Corporation may update or amend this policy at any time. Distributors will be notified of any changes and continued business constitutes acceptance of the updated terms.

12. Acceptance of Terms

By placing orders or maintaining an active distributor account with Zendex Tool Corporation, the distributor acknowledges and agrees to the terms of this policy.

This policy is also available on our website:

zendextool.com/authorized-distributor-center/distributor-payment-terms-credit-policy/



BANKING INFORMATION FOR ACH AND WIRE TRANSFERS

ACH Only

Bank:

**JP Morgan Chase Bank
42 Lake Ave Ext
Danbury Connecticut 06811 USA**

Routing Number: **021100361**

Account Number: **758062530**

Account Holder:

**Zendex Tool Corp.
4 Larson Drive
Danbury CT 06810 USA**

Wire Transfers Only

Payment Currency: **USD**

Bank:

**JP Morgan Chase Bank
42 Lake Ave Ext
Danbury Connecticut 06811 USA**

Swift: **CHASU33**

Routing Number: **021000021**

Account Number: **758062530**

Account Holder:

**Zendex Tool Corp.
4 Larson Drive
Danbury CT 06810 USA**

Please verify any requested change of our banking information with us directly,

*either over the phone at **1-800-446-5257***

*or by email at **billing@zendextool.com** or **support@zendextool.com***

1. Introduction

The Zendex Tool Corporation ("Zendex") is committed to maintaining the superior quality and integrity of its line of products. Zendex has unilaterally developed the following Internet Minimum Advertised Pricing ("IMAP") Policy in order to promote internet advertising practices that preserve and enhance the reputation of Zendex Products for superior quality and performance, thereby encouraging the long term success of Zendex and its distribution network. This policy will become effective on January 1, 2019.

The Policy requires all Zendex direct customers, distributors and re-distributors (collectively and individually "Distributors") who advertise Zendex Products for sale on the Internet to aggressively promote the Zendex brand image. Zendex recognizes the value of Distributors that dedicate resources and provide services to support and promote Zendex Products in the marketplace. Zendex unilaterally implemented and adopted this Policy to support Distributors in protecting the Zendex image and reputation, promoting the Zendex brand and providing excellent customer service. Zendex will conduct business only with those Distributors that comply with this Policy.

This Policy supersedes any similar policies that were in effect prior to its effective date. Zendex, at any time and in its sole discretion, may vary the IMAP for a Product or add to or delete any or all of the Products covered by the IMAP. This policy may be modified, extended, suspended, discontinued, or rescinded, in whole or in part, by written notice from Zendex at any time. Any such notice will describe the nature of any such modification, extension, suspension, discontinuation, or rescission of the Policy. Because this is a unilateral Policy, if there is any disagreement over the interpretation, application or enforcement of the Policy, Zendex's interpretation or decision will control.

The Policy is a unilateral statement of Zendex's preferences concerning the type of Distributor through which Zendex chooses to distribute its Products. It is not the intent or purpose of this Policy to restrict, coerce, force, or reach agreement with Distributors to charge a particular price for any Zendex Products. The Policy is not a contract or an offer to form a contract, agreement or any other form of mutual understanding and Zendex will not engage in any negotiation with a Distributor regarding the matters addressed by this Policy.

2. IMAP Policy

This Policy applies to all products manufactured by Zendex (the "Products"). Zendex may, from time to time, announce special promotional periods during which this Policy will not apply with respect to all or some Products.

The Distributor is solely responsible for their compliance to the IMAP Policy. This Policy applies to all parties reselling Zendex products on the Internet. Parties who resell Zendex Products to a third party internet seller are required to inform the third party of the Zendex IMAP Policy and also to notify Zendex with the name and contact information of the third party internet seller. Failure to abide by the terms set forth in this Policy shall void any and all Zendex Product warranties for such products.

Each Distributor remains free to establish its own resale prices, but must not (a) advertise Products at a net price that is less than the Internet Minimum Advertised Price established by Zendex, as defined below ("IMAP"), or (b) sell Products to any other person or entity which advertises Products at a net price less than the IMAP established by Zendex.

IMAP: The IMAP for all Zendex Products is set forth in Exhibit A, attached hereto. This Policy prohibits all Distributors of Zendex Products from internet advertising (as defined below) any Zendex Product to which this Policy applies at a price which is less than the IMAP as established by Zendex.

Advertising a Product on the Internet at a net price below the IMAP violates this Policy. For purposes of this Policy, "net price" shall mean the published or advertised price at which the resellers make the Product available to its customers, taking into account all discounts, deductions, rebates, allowances, credits, charges, trade-ins, the separate price of products bundles with the Products by the reseller, coupons, premiums, promotions, free goods and services and gifts offered with the Product.

3. Scope of IMAP Policy

To the maximum extent permitted by law, this IMAP Policy applies to all current Zendex Products advertised for sale on the Internet by Distributors. Zendex may, from time to time and at its sole discretion, allow special promotions that are exempt from this Policy.

For purposes of this Policy, "Internet Advertising" means advertising or otherwise promoting the Product(s) in any and all internet media, including without limitation, any and all methods which uses the hypertext transfer protocol ("http") or any internal link to a web based shopping cart, internet coupons, automated e-mailers, websites, email newsletters, and email solicitation. Price advertising displayed in response to automatic website features such as "click for price," "click-through" banner ads, automated "bounce-back" pricing e-mails, "mouseover" displays, pre-formatted e-mail, instant messages, or similar "automatic" price advertising, including advertising generated in response to placement of any Zendex Product into an internet "Shopping Cart," clicking on a "Check-out" website link, or similar act, are all considered to be communications initiated by the Distributor (rather than by the customer) and constitute "internet advertising" that violates this IMAP Policy if it includes below IMAP pricing. Actual prices charged to customers may be provided by telephone, email responses and product purchase confirmation web pages or communications, and such communications shall not be considered "internet advertising" under this policy.

Use of e-commerce services, including but not limited to, Google Shopping, Price Grabber and NexTag that result in advertised pricing below IMAP is also covered by this Policy and is not permitted. The Distributor is responsible for monitoring and eliminating such pricing. Distributors that fail to do so are subject to penalties.

The Policy does not prohibit any Distributor from providing below IMAP quotations on an individual basis in response to a specific request for quotation by individual customers; provided such response is not automated and is given by person-to-person communication. "Person-to person communication" means verbal and non-automated communications with a customer by telephone, e-mail, in person or in the Distributor's store. Distributors may indicate on their websites that customers may contact the Distributor directly for a price quotation. However, advertised inducements suggesting that prices below IMAP are or may be available violate the Policy. Examples of such inducements include, but are not limited to, the following:

- » "For best prices on this product, visit our store."
- » "Call (or email) us for lowest prices."
- » "This price too low to advertise"
- » "Click here (or mouseover) for best price."

4. Administration of IMAP Policy

This is a unilateral policy and it will be administered and enforced by Zendex in its sole discretion.

“Unilateral” shall mean one-sided, independent and/or by itself. In the context of Zendex’s IMAP Policy, this means there is no agreement, side agreement, or any mutual decision between any Distributor to resell, market, and/or advertise at any price. Each Distributor must independently and unilaterally set its own pricing.

The IMAP for any Zendex Product will be determined by Zendex and communicated to Distributors by Zendex in writing. No external complaints or reports concerning this Policy are solicited by Zendex, nor will any such external complaints or reports be used by Zendex as a basis for enforcement of the Policy. No employee or representative of Zendex will discuss or negotiate this Policy with individual Distributors, other than to advise Distributors regarding the administration of the Policy. Questions regarding the Policy should be directed to the administrator of the Zendex IMAP Policy via the manner described in the below section regarding communication.

Zendex may engage in monitoring of advertised prices of Zendex Products to which this Policy applies, either directly or via the use of third parties. Third parties retained by Zendex may engage in monitoring of Distributor internet advertisements, but not limited to, review of internet advertised prices.

5. Policy Violations

If Zendex verifies that a Distributor is engaging in internet advertising of Zendex Products below the IMAP, selling Zendex Products to any other person or entity which engages in internet advertising the Products at a net price less than the IMAP, or is otherwise violating this Policy, Zendex, in its sole discretion, may impose the following penalties:

- » First Violation: Zendex will issue a written notice of violation to the Distributor and will give the Distributor an opportunity to remove from the internet any advertising that violates this policy.
- » Second Violation: Zendex will issue a second written notice of violation and the Distributor’s right to purchase Zendex Products will automatically be suspended for a period of sixty (60) days after the date of the second notice.
- » Third Violation: Zendex will issue a third written notice of violation and, at Zendex’s discretion, the Distributor’s right to purchase Zendex Products will automatically be suspended for a period to be determined by Zendex.

Separate violations will be deemed to have occurred if a violation continues after Zendex has issued a notice of violation to a Distributor (e.g. the same offending advertisement runs on multiple occasions or in different media). The preceding enforcement measures are necessary, reasonable, and appropriate to protect Zendex’s reputation and the integrity of its products. Intentional Violations

Intentional failure to abide by this IMAP Policy will result in sanctions imposed by Zendex at its sole discretion. Zendex does not intend to do business with Distributors who degrade the image of Zendex and Zendex Products. In the event of an intentional violation, Zendex may choose to, but need not provide prior notice or issue warnings before terminating a Distributor’s right to sell Zendex Products or taking any other action under this IMAP Policy.

6. Other Violations

The following practices will also be treated as violations of the policy, on the basis that they violate the spirit of the Policy and may be used to circumvent the Policy:

- » The use of any rebate, discount, coupon, promotion, giveaway or incentive in any internet advertising by a Distributor when the cumulative effect is to reduce the advertised price of any Zendex Product below its IMAP.
- » The use of "click on," or "click through" buttons on a website, or any similar buttons or automated price quotation transmission feature to provide automatic price quotations at below the IMAP for any Zendex Products.
- » Any activity which Zendex determines, in its sole discretion, is designed or intended to circumvent the intent of this IMAP Policy.

7. Use of Trademarks or Copyrighted Materials by Distributors

Advertisements for Zendex Products, whether using any Zendex trademarks, trade dress, Product image(s) and/or copyrights (collectively "Intellectual Property") are specifically prohibited without Zendex's prior written approval.

Zendex values its Intellectual Property. Advertisements containing prices below Zendex's IMAP will result in diminishing, diluting or weakening the value of such Intellectual Property. Accordingly, any Distributor who violates this Policy shall not be authorized to sell or advertise Zendex Products and shall be restricted from using the Intellectual Property and any materials derived from such Intellectual Property of Zendex.

Notification of restriction shall come via a Cease and Desist letter. In conjunction, Zendex shall let it be known that the selling of Zendex products during the period in which the Distributor is restricted from using Zendex's Intellectual Property shall void any and all Zendex Product warranties for such products.

Use of Trademarks or Copyrighted Materials by Customers of Distributors

Distributors shall not sell or otherwise transfer Zendex Products to any person or entity for resale without Zendex's prior written authorization. If authorized to do so, the Distributor shall be responsible for each non-consumer reseller's adherence to this policy, and will be held accountable for any violations of this Policy by resellers and sub-distributors. It is the Distributor's sole responsibility to provide a copy of this policy to each such non-consumer reseller and sub-distributor.

Zendex product warranties do not apply to products purchased through unauthorized distributors, resellers, or sub-distributors.

Zendex reserves the right to revoke a Distributor's right to distribute Zendex Products should any reseller or sub-distributor be unable or refuse to adhere to this policy or routinely abuse this Policy.

8. Enforcement

Zendex will act on this Policy when deemed necessary. In enforcing this Policy, Zendex will act at all times unilaterally, and will neither solicit, consider nor agree to any recommendation, request or demand of any other person. All matters of interpretation and application of the terms of this Policy and all matters concerning enforcement of this Policy shall remain within the sole and unilateral authority and discretion of Zendex.

9. Confidentiality

The contents of this Policy are the sole property of Zendex and may not be copied, reprinted, reproduced or otherwise distributed without the express written consent of Zendex.

10. Governing Law

This Policy shall be construed in accordance with, and governed by, the laws of the state of Connecticut.

11. No Agreement

This IMAP does not constitute an agreement between Zendex and any Distributor. Compliance with this IMAP does not evidence any kind of agreement between the Distributor and Zendex.

12. Communications

Zendex representatives and employees are strictly prohibited from discussing the Policy with any Distributor or from seeking or accepting any assurances of any distributor's compliance with the Policy. All inquiries regarding the Policy should be directed in writing to:

Zendex Tool Corporation

Attn: IMAP Administrator

4 Larson Drive

Danbury, CT 06810

Phone: 1-800-446-5257

E-mail: support@zendextool.com

No Representative or employee of Zendex has the authority to speak to or modify the terms and conditions of this Policy. This Policy may only be modified in writing and the only authorized communication regarding the Policy will be through the above-referenced address or e-mail address.

Zendex does not and will not discuss the business dealings of any Distributor with any other Distributor. Zendex does not seek and will not accept any complaints or comments about the internet advertising or pricing policies of any other Distributor. Zendex reserves the right to change or discontinue the Policy at any time, and no Distributor has the right to rely on the continued existence of the Policy or Zendex's enforcement of the Policy. Zendex reserves the right to choose the Distributor with which it will do business and reserves the right to accept or reject any purchase order from any Distributor at any time.

This policy is also available on our website:

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



DISTRIBUTOR FREIGHT POLICY

All FTL and LTL freight will be FOB Destination, freight collect and allowed. This means freight fees will be itemized on your final invoice. The shipper maintains liability for the goods until delivery at customer's loading dock.

Purchase orders that satisfy the following conditions will be eligible for a freight allowance invoice credit based on the zone table listed below.

All Levels of Distributors:

1. Shipment is within the US
 - 3.1. For shipments to Canada or Mexico, FOB Destination is defined as the US border terminal of choice. Therefore, freight allowance zone determination is based on US border terminal.

Level 3 & 4 Distributors:

2. Order is shipping to a single authorized distributor location.
3. Sub-total of sales order before shipping cost meets or exceeds \$5,000

Orders that satisfy these conditions will receive a percentage discount off the invoice based on the below table with a maximum freight allowance credit value of \$2,500.

Freight Allowances are not applicable when a customer books their own freight with their own carrier.

Zone	Freight Allowance	LTL Transit Days	States Included
1	1.5%	1-2 Days	CT, DE, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, VA, VT, WV
2	3.0%	3 Days	AL, AR, FL, GA, IA, KS, LA, NE, MN, MO, MS, ND, OK, SD, TN, WI
3	6.0%	4-6 Days	AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY
4	6.0%	14-25 Days	AK, HI

Partial Shipments

If an order satisfies the above three conditions AND is past the stated estimated ship date by more than 14 days, Zendex Tool will give the customer an option to partial ship what is available and apply the respective freight allowance to the partial order, as well as the balance of the order when available.

If an order satisfies the above three conditions but is not past the estimated ship date Zendex and the customer are requesting a partial be sent early Zendex will do so at their discretion. Freight in this case will be the customer's responsibility with no freight allowance.

This policy is also available on our website:

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



DROP SHIPPING POLICY

Domestic Parcel Drop Shipments (UPS, FedEx, USPS)

A domestic parcel drop shipment shall be defined as any parcel order, be it finished goods or OEM replacement parts, being sent to a US location that is not wholly owned or operated by the authorized distributor listed on the billing address of the invoice.

Shipping terms for all parcel drop shipments on behalf of an authorized distributor will be either FOB Destination, Freight Collect or Allowed OR FOB Destination TPB (Third Party Bill). Distributor and Warehouse Distributor customers (i.e. with a discount term below Jobber Level 2) **will be subject to an additional 10% shipping and handling fee.** This surcharge will be applied to the sub-total of the invoice.

In addition, drop shipments with any carton weights above 20lbs will require the purchase of additional carrier insurance regardless of the number of zones being shipped through. This is to protect all parties against loss and damage during transit.

Domestic Pallet Drop Shipments (FTL and LTL)

A domestic freight drop shipment shall be defined as any palletized order being sent to a US location that is not wholly owned or operated by the paying authorized distributor listed on the billing address of the invoice.

All FTL and LTL freight drop shipment terms will be FOB Destination, Freight Collect and Allowed. This means freight fees will now always be itemized on your final invoice. The shipper maintains liability for the goods until delivery at the customer's loading dock.

Pallet drop shipments that satisfy the following conditions will NOT be subject to the 10% drop ship surcharge.

1. Order is shipping to a single location.
2. Sub-total of sales order before shipping cost meets or exceeds \$3,000.
3. Shipment is within the US

Pallet drop shipments that satisfy the freight allowance minimum will receive a freight allowance credit in accordance with the freight allowance table.

Damage Claims

If the end customer of a drop shipment accepts a damaged carton and does not notify Zendex Tool either directly or through the authorized distributor via email within 48 hours of shipment, they will do so at their own expense. Claims will be processed according to our Claims Policy document.

This policy is also available on our website:

zendextool.com/authorized-distributor-center/authorized-distributor-drop-ship-policy/



AUTHORIZED DISTRIBUTOR RETURN POLICY

Zendex Tool Corporation will gladly process a return within ninety (90) days of purchase for credit to your account only. Cash refunds are not permitted. An acceptable return item is subject to the following conditions:

1. Finished Goods (Proof of Purchase Required)

- » Mint New Condition (Never opened, never returned from a customer)
- » For all finished goods, a proof of purchase document is required to determine the original purchase price paid

2. Parts - OEM (Original Equipment Manufacturer)

- » Mint New Condition (No markings, scratches, dents, or paint removed) Credit to the Account
- » A 10% Re-Stocking fee will be applied against the credit to the account subject to inspection of the product
- » The customer is responsible for return shipping costs
- » Any shipping allowances granted on the original shipment will be applied against the credit to the account
- » Initial shipping costs paid by the distributor are not eligible for a refund or credit to the account
- » Credit to the account will be issued within 20 business days of goods being delivered to Zendex Tool Corporation (subject to an acceptable inspection of goods)

This policy is also available on our website:

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



LOST OR DAMAGED SHIPPED MERCHANDISE POLICY

Zendex Tool Corporation understands that from time to time our products may get damaged in transit due to mishandling by freight carriers or warehouse workers. As such, please read below the guidelines to process a damaged or lost merchandise claim. All claims must be submitted using our Lost or Damaged Shipped Merchandise Claim Form which can be found online on our website at zendextool.com/support-center/lost-or-damaged-merchandise-policy/



If Customer Purchased Directly from Zendex Tool Corporation:

» ***Documentation:***

Complete the Zendex Tool Corporation Lost or Damaged Shipped Merchandise Claim form which can be found on our website at www.zendextool.com

» ***Verification of Damage or Lost Merchandise:***

Pictures of the damaged merchandise box, package or pallet must be submitted with the Lost or Damaged Shipped Merchandise form.

» ***Proof of Purchase:***

Provide the invoice number if purchased with a PO, order confirmation number if purchase through our website.

» ***Description of Issue:***

Provide a brief description of the issue including where the package was delivered, was the box opened or just damaged, and extent of damage.

» ***Claims Review:***

At our sole discretion, Zendex Tool will review the claim information provided to determine if a claim is valid and how to remediate it. We will either:

- a) Accept the claim and mail the needed replacement part(s) at no charge along with a tracking email
- b) Accept the claim and email a pre-paid RMA shipping label for you to send the unit back for repair, if needed
- c) Decline the claim as not valid

If Customer Purchased Zendex Tool Products Directly from an Authorized Seller:

- » *Customers buying Zendex Tool Corporation products directly from an authorized seller must lodge their claim for damaged or lost shipped merchandise directly with that authorized seller.*
- » Zendex Tool will not be responsible for lost or damaged merchandise once an authorized seller receives the merchandise in good condition then subsequently ships the merchandise to another destination or directly to their customer.
- » Authorized sellers should file claims with their carrier at their sole discretion to seek reimbursement for damages or resolve the claim directly with their customers.

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Model Name and #: _____

Purchase Date: _____

Seller: _____

Serial #: _____

Description of Issue: _____

This policy is also available on our website:

zendextool.com/authorized-distributor-center/authorized-distributor-lost-or-damaged-shipped-merchandise-policy/



INTERNATIONAL LIMITED WARRANTY

1. The rights arising from this Limited Warranty are granted by Zendex Tool Corp. ("Zendex") to the purchaser.
2. Under this Limited Product Warranty, Zendex products are warranted to be free of defects in material or workmanship under normal use for seven years from the date of sale to user.
3. This Limited Product Warranty does not apply to products which have not been registered with Zendex, either through the return receipt of this Warranty Registration Card or online at zendextool.com/support-center/warranty-registration/ within 90 days from the date of purchase.
4. This Limited Warranty does not apply to the product's casters, SpeedBlasters or QuickSpiffs which are subject to a one-year limited warranty.
5. Zendex product warranties do not extend to products purchased from unauthorized third-party sellers or distributors.
6. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country. No responsibility is assumed for incidental or consequential damages of any type.
 - » Filling out and returning the warranty card included with a Zendex product; or
 - » Registering the product online by visiting: zendextool.com/support-center/warranty-registration/
7. The Limited Warranty period is subject to the length of the statutory period of limitation for material defects of the domestic law of the country in which the product has been purchased or seven years, whichever period is shorter. The period shall commence on the date of delivery of the product from the Zendex distributor or other sellers to the purchaser. The place of purchase and date of delivery shall be proven by submitting proof of purchase, for example, the sales receipt, invoice, delivery receipt, or similar document.
8. Zendex, through its authorized distributors, shall remediate, at no additional cost to the purchaser, any defects that occur during the Limited Warranty period. Repairs will be carried out by an authorized distributor of Zendex or by Zendex itself. Determination of who will remediate the defect is at the sole discretion of Zendex. At its discretion and depending on the nature of the defect, Zendex may remedy the defect by delivery of a replacement product or part identical in construction to the product, absent the defect, instead of performing repairs.
9. The parts replaced when carrying out repairs, or the product retained by Zendex or its authorized distributor should Zendex elect to replace the product, shall become the property of Zendex. The Limited Warranty period shall not be extended if services are performed under the terms of the Limited Warranty.
10. The purchaser is responsible for paying any shipping costs associated with transporting a defective product to a Zendex distributor for repairs and/or replacement. Zendex or its authorized distributors shall be responsible for paying any shipping costs associated with returning a repaired or replacement product and/or part to the purchaser.

11. In the event that any defects occur, please promptly contact your Zendex distributor. Please provide the following information to your Zendex distributor for the purposes of submitting your claim:
- » A document which demonstrates the date and place of purchase such as a sales receipt, invoice, delivery note, or other similar document.
 - » The product and/or model number
 - » The serial number for the product
 - » Photographs of the defect.
 - » A brief description of when the defect occurred including the type of vehicle the user was trying to move or lift, and if the vehicle was being moved manually or with the assistance of a winch or other towing or pulling device.
12. To the greatest extent permissible under applicable law, this Limited Warranty is exclusive and in lieu of all other written or oral warranties, including any warranties implied under the law, such as an implied warranty of merchantability or an implied warranty of fitness for a particular purpose. Further claims from the purchaser arising from this Limited Warranty, including claims for reimbursement of expenses, reduction, compensation for damages, or the right of withdrawal, are excluded from this Limited Warranty. Statutory or other contractual claims arising from material defects shall remain unaffected.
13. If any portion of this Limited Warranty is determined to be void or unenforceable by a court of competent jurisdiction, then the remainder of this Limited Warranty shall remain in full force.

This policy and related forms are also available on our website:

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



1. Purpose

This policy defines the role and responsibilities of domestic Authorized Distributors of Zendex Tool Corporation ("Zendex") with respect to product warranties. It is intended to clearly distinguish the Distributor's role as a sales and service liaison from that of Zendex as the sole warrantor of its products.

2. Scope

This policy applies to all U.S.-based Authorized Distributors who purchase Zendex products for resale within the United States. It governs all warranty-related interactions between Distributors and their end customers ("Customers").

3. Zendex Warranty Overview

Zendex Tool Corporation is the sole warrantor of all Zendex-branded products sold through its authorized distribution network. The current warranty terms are set forth in the Zendex Limited Product Warranty, available at:

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

Warranty coverage periods vary by product line. All warranties require product registration within 90 days of purchase to remain valid.

<i>Product Line</i>	<i>Warranty Period</i>	<i>Coverage Notes</i>
GoJak	7 years	Covers all components. Casters are excluded and subject to a separate 1-year OEM warranty (see note below).
RakJak	7 years	Full product warranty.
SpeedBlaster, HotSpot, QuickSpiff	1 year	Full product warranty. SpeedBlaster nozzles are consumable items and are not covered under warranty except for manufacturing defects.
Casters (GoJak)	1 year	OEM carry-over warranty. Covers manufacturing defects only and does not cover normal wear. See caster note below.

- » Products must be registered by the end customer within 90 days of purchase, either online at zendextool.com/warranty-registration/ or by returning the Warranty Registration Card.
- » Warranty coverage does not extend to products purchased from unauthorized third-party sellers or distributors.
- » The warranty is void if the product has been subjected to neglect, misuse, improper lubrication, careless operation, or unauthorized modification or repair.

Important: Distributors do not issue or extend the Zendex product warranty. The warranty is a direct obligation of Zendex Tool Corporation to the registered end user.

Note on Caster Warranty:

Casters are consumable wear items, and their useful life varies significantly by application. On smooth shop floors under normal use, casters typically last well beyond one year. In high-wear environments, such as outdoor pavement, rough surfaces, or heavy towing, accelerated wear is expected and is not considered a manufacturing defect. The 1-year OEM warranty covers manufacturing defects only. When a customer raises a caster concern, Distributors should help set appropriate expectations and direct the customer to Zendex to determine whether the issue qualifies as a defect or normal wear.

Note on SpeedBlaster Nozzle Coverage:

SpeedBlaster nozzles are consumable wear items, and their service life varies depending on usage conditions, blasting material, pressure settings, and operating environment. Wear resulting from normal operation is expected and is not considered a manufacturing defect. Warranty coverage for SpeedBlaster nozzles applies only to defects in manufacturing and does not cover normal wear or consumable use. When a customer raises a nozzle concern, Distributors should help set appropriate expectations and direct the customer to Zendex to determine whether the issue qualifies as a defect or normal wear.

4. Distributor's Role in the Warranty Process

Domestic Authorized Distributors serve as an informational liaison between Zendex and end customers in warranty matters. The Distributor's responsibilities are limited to facilitating communication and directing customers to the appropriate Zendex resources, not evaluating, approving, or honoring warranty claims independently.

5. Pre-Sale Responsibilities

At or before the point of sale, Distributors are expected to inform Customers of the following:

- » Products carry a Zendex Limited Product Warranty covering defects in materials and workmanship. Coverage periods are as follows: GoJak, 7 years (casters, 1 year); RakJak, 7 years; SpeedBlaster, HotSpot, and QuickSpiff, 1 year. SpeedBlaster nozzles are consumable items and are not covered under warranty except for manufacturing defects. All warranties require product registration within 90 days of purchase.
- » Product registration is required within 90 days of purchase to activate warranty coverage. Customers may register online or by mailing in the included Warranty Registration Card.
- » Warranty claims must be submitted directly to Zendex Tool Corporation, not the Distributor.
- » Products purchased from unauthorized sellers are not covered under the Zendex warranty.
- » Distributors should ensure that the Warranty Registration Card is included with every shipment or sale of a Zendex product and, where practical, should call attention to it at the point of sale.

6. Handling In-Field Warranty Inquiries

When a Customer contacts a Distributor with a warranty concern, the Distributor's responsibility is to:

6.1. Verify Authorized Distributor Status

Confirm that the product was purchased through the Distributor's account with Zendex. Products sourced from unauthorized channels are not eligible for Zendex warranty service, and the Distributor should advise the Customer accordingly.

6.2. Direct the Customer to Zendex

Provide the Customer with Zendex's warranty service contact information:

Zendex Tool Corporation

4 Larson Drive

Danbury, CT 06810

Phone: 800-446-5257

Email: support@zendextool.com

Warranty Registration & Service: zendextool.com/support-center/warranty-registration/

Distributors may also assist the Customer in locating documentation, such as the invoice or order confirmation, needed to support a warranty claim.

6.3. Facilitate Communication if Requested

If a Customer has difficulty reaching Zendex or requires additional support, the Distributor may contact Zendex on the Customer's behalf to relay the issue and obtain guidance. The Distributor should document the date of contact, the Customer's name and purchase details, and the nature of the warranty concern.

6.4. Do Not Independently Resolve Warranty Claims

Distributors shall not independently determine warranty eligibility, authorize replacements, issue credits related to warranty claims, or accept product returns for warranty purposes without prior written authorization from Zendex Tool Corporation. Any unauthorized warranty resolution that results in a financial obligation to Zendex will not be reimbursed.

7. Warranty Claim Process

All warranty claims are processed directly by Zendex Tool Corporation. The following outlines the standard process so Distributors can guide Customers through it accurately.

7.1. Warranty Claim Submission

The Customer, or the Distributor acting on the Customer's behalf, must complete the Zendex Warranty Claim Form, available at:

zendextool.com/support-center/warranty-claim-form/

Distributors who assist with claim submission on a Customer's behalf should ensure the form is accurate and complete. Once the claim is received, Zendex assigns an RMA number and evaluates the claim.

7.2. RMA Assignment

Upon receipt of a warranty claim, Zendex reviews the submission and, if the claim appears eligible, issues a Return Merchandise Authorization (RMA) number. No product should be returned to Zendex without an RMA number. Distributors must not accept warranty returns from Customers on Zendex's behalf unless specifically instructed by Zendex to do so for a particular claim.

7.3. Claim Resolution: Two Possible Outcomes

Once Zendex determines the claim is valid, resolution follows one of two paths, depending on the nature of the issue:

Option A: Replacement Parts

If the defect can be addressed with a specific component, Zendex ships the replacement part or parts directly to the Customer at no charge. No unit return is required.

Option B: Unit Return for Inspection, Repair, or Replacement

If the issue requires evaluation of the full unit, Zendex issues a prepaid return shipping label to the Customer. Upon receipt of the unit, Zendex performs a 10-point in-house inspection, documents the findings, and provides the Customer with an inspection report. Based on the results, Zendex will repair the unit and return it or replace it with a comparable unit.

In either case, Zendex communicates the resolution outcome directly to the Customer. Distributors should inform Customers of this process when the claim is initiated so expectations are appropriately set regarding timing and next steps.

8. Limitation of Distributor Liability

Authorized Distributors do not make any warranty representations on behalf of Zendex and shall not hold themselves out as warranting Zendex products beyond what is expressly stated in the Zendex Limited Product Warranty. Distributors shall not modify, extend, disclaim, or otherwise alter Zendex warranty terms in any customer-facing communications, marketing materials, or sales agreements.

Note: If a Distributor independently offers a separate service guarantee or return policy to its customers, that policy is solely the Distributor's obligation and does not bind or obligate Zendex Tool Corporation in any way.

9. Warranty Coverage for Unauthorized Sales

The Zendex warranty does not cover products sold by unauthorized sellers. If a Customer purchased a Zendex product from a source other than an Authorized Distributor or authorized reseller, the Distributor should inform the Customer that Zendex warranty coverage does not apply and direct them to Zendex for further guidance.

Distributors who sell Zendex products to parties outside the authorized distribution network may be held responsible for warranty-related costs arising from those sales, at Zendex's sole discretion.

10. Record Keeping

Distributors are encouraged to maintain basic records of warranty-related customer inquiries they receive, including:

- » Customer name and contact information
- » Zendex product model and serial number (if available)
- » Date of sale and invoice or order reference number
- » Nature of the reported warranty concern
- » Date the Customer was directed to Zendex and the contact method used

These records support faster resolution and may be requested by Zendex when investigating a warranty matter or potential product quality issue.

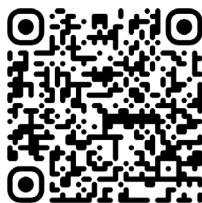
11. Amendments

Zendex Tool Corporation reserves the right to update or amend this policy at any time. Distributors will be notified of material changes. Continued placement of orders following notification of a policy change constitutes acceptance of the revised terms.

This policy and related forms are also available on our website:

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

Claim Form:



zendextool.com/support-center/warranty-claim-form/



Registration Form:



zendextool.com/support-center/warranty-registration/



End of Document