

Authorized Resale Policy

Instant Power Corp. (the “Instant Power”) hereby adopts this Resale Policy (this “Policy”) and requires that each person, firm or entity (as applicable, a “Reseller”) that purchases Instant Power’s products (the “Products”) for resale or other distribution agree to comply with this Policy.

Any Reseller that fails to comply with this Policy will be deemed an unauthorized reseller of the Products, and as such, shall have no right to: (i) sell the Products, (ii) use Instant Power’s intellectual property, including any of its trademarks or copyrights, or (iii) offer Instant Power’s consumer warranty applicable to any of the Products.

1. Applicability. This Policy applies to all resales of the Products. Regardless as to where the Products were acquired, either directly from Instant Power, through an authorized distributor, or some other procurement method, a Reseller must comply with the terms of this Policy.
2. Sales to End Users Only. Unless otherwise agreed with Instant Power in writing, Reseller may only purchase Products for resale to consumers and end user customers, and Reseller may not resell Products to other Resellers, distributors or for further distribution in any manner.
3. No Sales on Online Marketplaces. Without the Instant Power’s express written consent, Reseller may not advertise or sell the Products online on any e-commerce platform, specifically including, but not limited to, Amazon, eBay and Walmart. Reseller may sell Products on its own website.
4. Handling and Storage. Reseller agrees to handle and store the Products in a safe manner and in compliance with Instant Power’s storage and handling guidelines. Reseller will ensure that any Products it purchased are stored in secure facilities and are transported in compliance with the applicable requirements of the Code of Federal Regulations issued by the Department of Transportation and Homeland Security (including, but not limited to, CFR Title 49) and all other applicable laws and regulations relating to hazardous materials.
5. Product Packaging and Display. Reseller 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. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU 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-Instant Power Products together with the Products in a manner that would create the impression that the non-Instant Power Products are made by, endorsed by, or associated with Instant Power.
6. Trademarks; Copyrights. Resellers that comply with this Policy have a limited, non-exclusive, non-sublicensable, revocable license to use Instant Power’s trademarks and copyrights in connection with the sale of the Products. Reseller shall not alter, modify, or change any trademark or copyright, nor shall Reseller use any trademark or copyright other than for the promotion and sale of the Products, nor shall Reseller use any trademark or copyright in any manner that negatively impacts such trademark or copyright or the Instant Power. Failure to comply with the Policy will result in the automatic revocation of the license granted herein and a total forfeiture of the rights granted herein. Instant Power reserves the right to revoke this license at any time for any or no reason.

7. Locations / Reporting. Reseller agrees to track the Products it purchases and to store all such Products at locations in compliance with this Policy. At Instant Power's request, Reseller will provide Instant Power with (a) a list of all storage locations utilized by Reseller, (b) an inventory of Products maintained at each such storage location, and (c) physical access for Instant Power to perform an inventory to confirm the amounts and locations of Products at Reseller's stated locations.
8. Product Inspection. Promptly upon receipt of the Products, Reseller agrees to inspect the Products for damage, defects, evidence of tampering, or other non-conformances (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Instant Power.
9. Recall and Consumer Safety. To ensure the safety and well-being of the end users of the Products, Reseller agrees to cooperate with Instant Power with respect to any Product recall or other consumer safety information dissemination efforts.
10. Customer Service. Reseller will maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. At Instant Power's request, Reseller will provide any reports or other information related to such customer services.
11. Product Loss and Theft. If any significant quantity of Products purchased by Reseller are lost or stolen, Reseller will promptly report such event to Instant Power.
12. Report Unauthorized Resellers. If Reseller has information or reasonably suspects that any person is purchasing and reselling or distributing Products in a manner not authorized by Instant Power or in violation of this Policy, Reseller must promptly notify Instant Power.
13. Support of Manufacturer's Warranty. Reseller may extend to any proper purchaser of the Products the original manufacturer's warranty in accordance with its terms. Reseller may not modify or alter the original manufacturer's warranty, represent or characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the Products. Failure to comply with this Policy will result in the total forfeiture of Reseller's right to offer Instant Power's consumer warranty. Further, any unauthorized resales (as deemed such by Instant Power in its sole and absolute discretion) will result in the forfeiture of Instant Power's 100% satisfaction guarantee to the reseller and related consumers.
14. Other Information, Documents and Reports. Reseller must provide Instant Power with any supplemental information, documents and reports that Instant Power may request in order to validate Reseller's compliance with this Policy and to support Instant Power's warranty support and customer support obligations and initiatives.

**RESELLERS WHO FAIL TO COMPLY WITH THE FOREGOING TERMS (AS
DEEMED BY INSTANT POWER IN ITS SOLE AND ABSOLUTE DISCRETION)
FORFEIT THE RIGHT TO SELL THE PRODUCTS.**

* * *