



UNIVERSAL PRICING, INTERNET and INTELLECTUAL PROPERTY POLICIES

Updated 5/2021

1. UNIVERSAL PRICING

BEDGEAR® has adopted the following Universal Pricing Policy (“UPP”) which is applicable to any and all Dealers. “Dealers” or “Dealer” means any retailers, stores or dealers which purchase products to resell them to the public. BEDGEAR will not discuss any conditions of acceptance related to UPP, as they are non-negotiable and will not be altered for any Dealers.

This UPP supersedes any previous agreements or statements of policy which may have been in effect prior to this date.

2. PRODUCTS COVERED

UPP applies to any products on the BEDGEAR 2018 Master Price List, Extreme Price List, Pet, Launchpad Price List and all future price lists.

3. ADVERTISING

UPP applies to any form of in-store display, posters, print advertising, direct mail, circulars, magazine, catalogs, coupons, broadcast (radio and TV), banners, billboard or online (any web page accessible via the Internet.)

4. BRAND GUIDELINES, INTELLECTUAL PROPERTY & INTERNET

- A. All use of the BEDGEAR brand, marks, logo(s), taglines, copy, images and artwork (“IP”) must comply with the published BEDGEAR brand guidelines. All content developed by a Dealer using BEDGEAR IP shall be the exclusive property of BEDGEAR.
- B. We require the submission of all content prior to publication so that we can confirm the content meets our brand guidelines. We reserve the right to request changes to the content.
- C. We do not allow sales / pass-through sales on any 3rd party E-commerce sites, namely Amazon, Wayfair, EBay, Walmart.com, Sears.com, etc.
- D. Additional E-Commerce domains owned by the Dealer, but carrying another DBA name must be submitted, reviewed and approved by your BEDGEAR before sales can commence on those sites. Please speak with your Sales Representative for approval.



- E. When possible, the BEDGEAR brand online should carry a BEDGEAR-approved landing page or web banner with current BEDGEAR IP and additional imagery and/or video as available.

5. PROMOTIONS

- A. For close-out / special buy sales opportunities, product-related promotion strategies and other limited exceptions to UPP, please speak to your Sales Representative to secure inventory, designate acceptable time periods and secure written authorization from BEDGEAR.
- B. During select promotional periods, BEDGEAR may authorize all Dealers to advertise approved BEDGEAR promotions in-store and online. Such promotional opportunity materials will be distributed to Dealers ahead of these events. Please speak with your Sales Representative for details.

6. COMPLIANCE

Failure to comply with UPP, in-store or online, will lead to 2 requests from BEDGEAR to the Dealer for correction. Following the 2nd request, if the Dealer is still not compliant, a final notice will be sent advising that the account will be placed on hold until resolution is reached. BEDGEAR may not enforce UPP, or any part, for any reason and considering only its own interests and not any others'.

BEDGEAR shall support a Dealer in its promotion of the products by making available product racks, displays, decoration and other advertising material ("Sales Tools") free of charge. All BEDGEAR Sales Tools are and remain the sole and exclusive property of BEDGEAR, and the Dealer and any third party shall not obtain any right or license therein. All BEDGEAR Sales Tools are to be used exclusively for the presentation of BEDGEAR products or for advertising purposes specified by BEDGEAR. The Dealer shall be solely liable for any and all damages to any BEDGEAR Sales Tools. Any transfer to a third party, modification and/or disposal of any BEDGEAR Sales Tools is prohibited without written permission from BEDGEAR. BEDGEAR has the unqualified right to examine, modify, exchange or remove any BEDGEAR Sales Tools at any reasonable time and for any reason. All BEDGEAR Sales Tools, in so far as they are not intended to be passed on to consumers, shall be promptly returned, in good condition, to BEDGEAR upon BEDGEAR's request.

BEDGEAR may update this policy at any time and without any prior notice to Dealers. All updates to this policy document and these guidelines will become effective upon publication. This policy applies in full upon activation of your BEDGEAR DEALER account.