



Dear Reseller,

At Henkel Corporation (“Henkel”), we are committed to you—the reseller partners that help our company deliver well-known high-quality products for hair care, styling and coloration, laundry detergents, fabric softeners and much more. To protect our brands and the integrity of our authorized distribution channels in the United States, effective March 1, 2025, Henkel is implementing a U.S. Authorized Seller Program for the brands identified on the Brand Schedule available at <https://www.henkel-northamerica.com/company/partners/authorized-seller-program>.

Among other benefits, our Authorized Seller Program will ensure that sellers of Henkel products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and end users through the sale of damaged, diverted, or otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **Henkel Corporation Authorized Reseller Policy for the United States**, which is attached for your review. You are expected to comply with the Authorized Reseller Policy to be an “Authorized Reseller” of our products. The key features of the Authorized Reseller Policy are noted below:

- **Permissible Customers:** Henkel is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of our products to unauthorized sellers. To this end, the Authorized Reseller Policy requires that you sell Henkel products solely to end users and not to persons or entities who intend to resell Henkel products.
- **Online Sales:** You may sell Henkel products online through your own ecommerce website, provided that you (1) register your website through the **Henkel Corporation Authorized Reseller Website Registration Form** available at <https://www.henkel-northamerica.com/company/partners/authorized-reseller-website-registration> and (2) follow our Henkel Corporation Online Sales Guidelines. You may not sell Henkel products through any other website, including as a third-party seller on marketplace websites such as Amazon, eBay, Facebook Marketplace, Google Shopping, Kroger Marketplace, Sears Marketplace, Target+, or Walmart Marketplace without prior written consent from Henkel. Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase Henkel products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller Policy also describes certain steps you must take to maintain the quality of Henkel products until they reach end users.

Thank you for your careful attention to the attached documents and for your continued support of Henkel and our brands. If you have any questions regarding the Authorized Reseller Policy or Authorized Seller Program, please contact us at [policyadmin@henkel.com](mailto:policyadmin@henkel.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Dean T. General".

Dean T. General  
Senior Vice President U.S. Commercial Sales  
Henkel Consumer Brands, North America  
Henkel Corporation  
[dean.general@henkel.com](mailto:dean.general@henkel.com)

**HENKEL CORPORATION AUTHORIZED RESELLER POLICY FOR THE UNITED STATES**  
**Effective Date: March 1, 2025**

This Henkel Corporation Authorized Reseller Policy for the United States ("Reseller Policy") is issued by Henkel Corporation ("Henkel") and applies to Authorized Resellers of the products sold under the brands identified on the Brand Schedule available at <https://www.henkel-northamerica.com/reseller-program> ("Product(s)") in the United States of America. By purchasing Products from a Henkel United States Authorized Distributor of the Products for resale to End Users (as defined below), you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by Henkel in Henkel's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller." This Reseller Policy supplements any then-current reseller agreement between you and Henkel. Henkel may review Reseller's activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users in the United States. An End User is any purchaser of the Products who (1) is the ultimate user of the Products (i.e., a consumer purchasing for personal use or a business purchasing for use in the operation of its business) and (2) does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell, ship, or promote the Products outside the United States of America without Henkel's prior written consent.

2. **Online Sales.**

(a) Reseller is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Reseller in Reseller's legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace;
- (iii) **has been registered through the Henkel Corporation Authorized Reseller Website Registration Form available at <https://www.henkel-northamerica.com/company/partners/authorized-reseller-website-registration>; and**
- (iv) is operated in compliance with the Henkel Corporation Online Sales Guidelines, attached as Exhibit A, as Henkel may amend from time to time.

Reseller agrees to promptly notify Henkel of any change to the information submitted on its Henkel Corporation Authorized Reseller Website Registration Form by reregistering with Henkel at <https://www.henkel-northamerica.com/company/partners/authorized-reseller-website-registration>.

(b) **Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Facebook Marketplace, Google Shopping, Kroger Marketplace, Sears Marketplace, Target+, and Walmart Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Henkel.**

(c) Henkel reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on the Permissible Public Websites, and Reseller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Reseller Policy supersede any prior agreement between Henkel and Reseller regarding the sale of the Products online. Any authorization previously granted to Reseller by Henkel to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Henkel. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business and/or (b) related to the

marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Henkel or the Products.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Henkel Corporation Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as Henkel may amend from time to time.

5. **Intellectual Property.** Reseller acknowledges and agrees that Henkel or its licensors own all proprietary rights in and to the Henkel brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by Henkel and shall ensure that all Product images and descriptions are accurate and up to date. Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Henkel Product name or any trademark owned by or licensed to Henkel, nor a misspelling or confusingly similar variation of any Henkel Product name or any trademark owned by or licensed to Henkel.

6. **Termination.** Henkel reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; and (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Henkel Products or has any affiliation whatsoever with Henkel.

7. **Modification.** Henkel 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, or use of any other information or materials provided by Henkel to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, constitute confidential, proprietary information of Henkel and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Henkel.

**EXHIBIT A**

**HENKEL CORPORATION ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Henkel or any third party.
2. Anonymous sales are prohibited. Reseller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Henkel's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) regarding the Products to Henkel for review upon request. Reseller agrees to cooperate with Henkel in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews. Reseller shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Reseller to disclose identifying information about its customers to Henkel.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Reseller shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

**EXHIBIT B****HENKEL CORPORATION PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Henkel regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and as set forth in Henkel's Material Safety Data Sheets (MSDS) for the Products, as may be revised by Henkel from time to time.
2. Exercise due care in storing and handling the Products. Products must be stored and handled in a manner that prevents contamination, damage, and deterioration. Products shall be stored in sealed packaging, off the floor and placed on pallets, racks, or shelves, all of which shall be maintained in a state of good repair. Products must be handled at all times in accordance with good industrial hygiene and safety practices.
3. Store Products tightly closed in properly labeled, original containers, and in a cool, dry, temperature-controlled, and well-ventilated area where the Products are protected from direct sunlight, excessive heat (e.g., flames, sparks, and other sources of ignition), frost, and moisture. Products shall be stored in sanitary conditions and kept away from incompatible substances.
4. Manage inventory of Products on a "first-in, first-out" (FIFO) or "first-expired, first-out" (FEFO) basis, with older inventory being sold before newer inventory of the same Product.
5. Sell Products in their original, sealed 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.
6. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging. Do not dilute Products.
7. Do not resell any Product that has been returned opened or repackaged.
8. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to your distributor source.
9. Inspect inventory regularly for expired or soon-to-be expired Products and Products that are past or approaching their shelf life and/or "best-by" date. Do not sell any such Products and instead manage such Products in accordance with your agreement with your distributor source.
10. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and safe and proper use of the Products, as well as any applicable guarantee or return policy. Promptly respond to customer questions and concerns both before and after sale of the Products.
11. Except for a drop-shipment arrangement whereby Henkel or a Henkel-approved third party ships Products on your behalf to customers who order Products (including orders placed through the Permissible Public Website(s)), under no circumstances permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than your own.
12. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Henkel. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Henkel reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to Henkel is required. Cooperate with Henkel in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.

13. Cooperate with Henkel with respect to any Product tracking systems that may be implemented from time to time.
14. Implement commercially reasonable loss prevention and anti-diversion measures. Notify Henkel promptly in the event of a theft or other loss of a material quantity of Products.
15. Cooperate with Henkel with respect to any Product recall or other consumer safety information dissemination efforts.
16. Report to Henkel any customer complaint or adverse claim regarding the Products and assist Henkel in investigating any such complaints or adverse claims.
17. Cooperate with Henkel in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.