



**APEX TOOL GROUP, LLC
AUTHORIZED ONLINE SELLER APPLICATION FOR THE UNITED STATES**

*Thank you for your interest in selling our products on your own proprietary website! **This form is for indirect resellers purchasing our products from an Authorized Wholesaler (two-step distributor) and who are interested in selling our products online.***

If you are a direct customer of Apex Tool Group, please do not complete this form.

At this time, we are not authorizing sales on online marketplaces, including but not limited to Amazon, eBay, or Walmart Marketplace, so please do not submit this form to request such authorization.

For indirect resellers buying through an Authorized Wholesaler (two-step distributor), please complete this application in its entirety and return this entire document to ATG-ResellerPolicy@ApexToolGroup.com. We will then review your application and, if any website(s) are approved, we will indicate it in the "Application for Website Approval" below and return a copy to you.

The Authorized Online Seller Terms and Conditions for the United States will then govern your online sales of our products on any approved websites.

Applicant's Information	
1. Applicant Legal Name:	
2. DBA/Trade Name(s):	
3. Primary Contact:	4. Title:
5. Applicant Physical Address:	6. Applicant Mailing Address: <input type="checkbox"/> Same as Physical Address
7. Telephone:	8. Fax:
9. Primary Contact Email:	
10. Entity Type: Corporation LLC Partnership Limited Partnership Sole Proprietorship	
11. State of Organization:	12. Year Founded:
13. DUNS:	14. EIN/Tax ID:
15. Resale Certificate Number:	16. Resale Certificate Issuing State:
17. Which brand(s) of Apex Tool Group, LLC products are you interested in selling? <input type="checkbox"/> Crescent (including H.K Porter, Lufkin, Nicholson, Wiss, JOBOX) <input type="checkbox"/> GEARWRENCH	
18. How long have you been engaged in ecommerce sales?	
19. Please provide an estimate of your annual revenue from ecommerce sales of ATG products.	
20. Do you operate brick-and-mortar selling location(s) in addition to ecommerce? <input type="checkbox"/> Yes No If yes, approximately what percentage of your business is transacted through ecommerce?	

<p>21. Please identify all source(s) of the Apex Tool Group, LLC products you are selling or intend to sell.</p> <p><input type="checkbox"/> Purchase directly from Apex Tool Group, LLC (Account Number _____)</p> <p><input type="checkbox"/> Purchase from Wholesaler(s) (list below)</p> <p><input type="checkbox"/> Other (describe below)</p>
<p>22. Do you store or intend to store your inventory of Apex Tool Group, LLC products at a location other than the Physical Address identified above? Yes No</p> <p>If yes, please provide the address for all locations where such inventory is stored or will be stored.</p>
<p>23. Do you use any third-party fulfillment service or third-party logistics provider to store inventory or fulfill orders of Apex Tool Group, LLC products (including any drop-shipping arrangement)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please identify the name(s) of the third-party fulfillment service and/or third-party logistics provider and describe the services provided.</p>

Application for Website Approval	
<p>Requested Websites: Please identify all websites or mobile applications through which you wish to sell Apex Tool Group, LLC products (<i>one per line, exact spelling required</i>).</p> <p><i>Example: www.ABCStoreName.com</i></p>	Apex Tool Group, LLC Use Only
1.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
2.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
3.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
4.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
5.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined

By submitting this Apex Tool Group, LLC Authorized Online Seller Application for the United States (“Application”), Applicant:

- Represents and warrants that all information contained in the Application is true and complete.
- Acknowledges and agrees that submitting this Application does not authorize Applicant to sell Apex Tool Group, LLC (“ATG”) products (“Products”) on the Requested Website(s), and that ATG has no obligation to accept Applicant’s request to sell Products on any or all of the Requested Website(s).
- Acknowledges and agrees that sales on online marketplaces (including, but not limited to, Amazon, eBay, and Walmart Marketplace) are not authorized through this Application process and agrees not to sell Products on such platforms without the separate written consent of ATG.
- Agrees, that if approved by ATG to sell Products on any Requested Website(s), it will comply with (1) the Apex Tool Group, LLC Authorized Reseller Policy for the United States; and (2) the attached Apex Tool Group, LLC Authorized Online Seller Terms and Conditions for the United States, as may be amended by ATG from time to time.



APEX TOOL GROUP, LLC

AUTHORIZED ONLINE SELLER TERMS AND CONDITIONS FOR THE UNITED STATES

The Apex Tool Group, LLC Authorized Online Seller Terms and Conditions for the United States (the "Terms") are issued by Apex Tool Group, LLC ("ATG"), and apply to all Authorized Resellers who have been approved by ATG to market and sell Apex Tool Group, LLC products ("Products") online in the United States. By accepting authorization to sell Products online, you ("Seller") agree to adhere to the following terms.

1. **Terms Governing the Sale of Products Online.** The Terms supplement, amend, and are deemed incorporated into the Apex Tool Group, LLC Authorized Reseller Policy for the United States (the "Authorized Reseller Policy"). Seller affirms its agreement to adhere to the currently effective Authorized Reseller Policy. Except as supplemented or amended by the Terms, the Authorized Reseller Policy remains unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Authorized Reseller Policy.

2. **Authorization of Online Sales.** Seller shall market for sale and sell Products solely at the website(s) and/or mobile applications identified as approved by ATG in the Application for Website Approval (the "Authorized Website(s)"). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum. ATG reserves the right to limit the sale of all or certain Products on some or all Authorized Websites with written notice to Seller. Seller agrees to comply with such modifications or restrictions upon receipt of notice.

3. **Operation of the Authorized Websites.**

(a) The Authorized Website(s) must be confined to the specific approved domain name(s). The Authorized Website(s) must not give the appearance that they are operated by ATG or any party other than Seller.

(b) Anonymous sales are prohibited. Seller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Website(s) and must be included with any shipment of Products from the Authorized Website(s) or in an order confirmation email sent at the time of purchase.

(c) At ATG's request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Website(s).

(d) The Authorized Website(s) shall have a mechanism for receiving customer feedback, and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) regarding the Products to ATG for review upon request. Seller agrees to cooperate with ATG in the investigation of any negative online review associated with Seller's sale of the Products and to use reasonable efforts to resolve any such reviews. Seller shall maintain all records related to customer feedback for at least one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Seller to disclose identifying information about its customers to ATG.

(e) The Authorized Website(s) shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.

(f) Seller shall be responsible for all fulfillment to customers who order Products through Authorized Website(s), any applicable taxes associated with such purchases of Products, and any returns of Products.

(g) Except where Seller has entered into a drop-shipment arrangement with ATG (or, with ATG's prior written consent, an Authorized Wholesaler) whereby ATG (or the Authorized Wholesaler) ships Products on Seller's behalf to customers who order Products through the Authorized Website(s), under no circumstances shall Seller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Seller's.

4. **Intellectual Property.** The license granted to Seller in the Authorized Reseller Policy to use the ATG IP (as defined in the Authorized Reseller Policy) is hereby amended to authorize use of the ATG IP on the Authorized Website(s), subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the ATG IP except as granted in the Authorized Reseller Policy or herein.

5. **Termination.** ATG, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites at any time with written notice. Unless otherwise agreed to by ATG and Seller, Seller must

cease all such marketing and sales on the applicable Authorized Website(s) immediately upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller's authorization to use the ATG IP on such website(s) shall be revoked. On termination of Seller's status as an Authorized Reseller pursuant to the Authorized Reseller Policy, Seller's authorization to market for sale and sell Products on the Authorized Websites shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.

6. **Additional Terms.**

(a) ***Indemnification.*** Seller shall, and hereby does, indemnify, defend, save and hold harmless ATG, and its directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant, or condition in the Terms by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents, or contractors.

(b) ***Availability of Injunctive Relief.*** If there is a breach or threatened breach of the Authorized Reseller Policy or Sections 2 (Authorization of Online Sales), 3 (Operation of the Authorized Websites), 4 (Intellectual Property), or 5 (Termination) of the Terms, it is agreed and understood that ATG will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach. No failure, refusal, neglect, delay, waiver, forbearance, or omission by ATG to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit ATG's right to fully enforce any or all provisions and parts thereof.

(c) ***Modification.*** ATG may amend the Terms with written notice to Seller. Unless otherwise provided, such amendments will take effect immediately, and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Website(s) following such notice will be deemed Seller's acceptance of the amendments.

(d) ***Waiver.*** No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

(e) ***Entire Agreement.*** The Terms (including the Apex Tool Group, LLC Authorized Online Seller Application for the United States) constitute the entire agreement between the parties regarding the contemplated transactions and supersede all prior agreements and understandings between the parties relating to the sale of the Products online.

(f) ***Confidentiality.*** The Terms constitute confidential, proprietary information of ATG 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 ATG.

(g) ***Governing Law and Dispute Resolution.*** The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of North Carolina, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, ATG and Seller expressly submit to personal jurisdiction and venue in the federal or state courts of record in Mecklenburg County, North Carolina. In the event of a breach or threatened breach of the Terms by Seller, Seller is responsible for ATG's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.

(h) **Waiver of Jury Trial.** **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**