



Dear Hamilton Beach Distributor,

At Hamilton Beach Commercial (“HBC”), we are committed to you—the dealer partners that help set our company apart as we provide innovative technology and smart solutions to businesses. To protect our brands and the integrity of our authorized distribution channels in the United States, HBC is implementing a U.S. Authorized Seller Program for the brands listed at <https://hamiltonbeachcommercial.com/authorized-seller-program/>, **effective July 1, 2025**.

Among other benefits, our Authorized Seller Program will ensure that sellers of HBC 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, and otherwise poor-quality products.

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

- **Permissible Customers:** HBC 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, you may sell HBC products solely to end users and not to persons or entities who intend to resell HBC products.
- **Online Sales:** You may sell the HBC products identified on the Online Eligible Product List available at <https://hamiltonbeachcommercial.com/authorized-seller-program/> through your own ecommerce website, provided that your website complies with our Hamilton Beach Commercial Online Sales Guidelines. Note that, at this time, you may not sell Numilk® Commercial Machines online.
 - **You may not sell HBC products on any other website, including as a third-party seller on marketplace websites such as Amazon, eBay, Target+, Walmart Marketplace, or Wayfair, without prior written consent from HBC.**
 - Our rules regarding online sales, including which HBC products are eligible for promotion and sale via the internet, will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase HBC products have the best experience possible, the Brand Protection Policy outlines our expectations for the service you will provide to your customers and describes certain steps you must take to maintain the quality of HBC products until they reach end users.

Thank you for your careful attention to the Brand Protection Policy and for your continued support of HBC and the HBC brands. If you have any questions regarding the Brand Protection Policy or Authorized Seller Program, please contact us at commercial.ASP@hamiltonbeach.com.

Sincerely,

Hamilton Beach Commercial



HAMILTON BEACH COMMERCIAL BRAND PROTECTION POLICY FOR THE UNITED STATES
Effective Date: July 1, 2025

This Hamilton Beach Commercial Brand Protection Policy for the United States (“Brand Protection Policy”) is issued by Hamilton Beach Brands, Inc., through its Hamilton Beach Commercial Division (“HBC”), and applies to Authorized Direct Dealers of HBC products sold under the brands identified at <https://hamiltonbeachcommercial.com/authorized-seller-program/> (“Product(s)”) in the United States of America. By purchasing Products from HBC for resale, you (“Direct Dealer”) agree to adhere to the following terms. This Brand Protection Policy supplements any then-current dealer agreement between you and HBC. Until such status is otherwise revoked by HBC, in HBC’s sole and absolute discretion, Direct Dealer shall be considered an “Authorized Direct Dealer.” HBC may review Direct Dealer’s activities for compliance with this Brand Protection Policy, and Direct Dealer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Direct Dealer’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Direct Dealer is authorized to sell Products only to End Users in the United States. An “End User” is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party. Direct Dealer shall not sell or transfer Products to any person or entity Direct Dealer knows or has reason to know intends to resell the Products without HBC’s prior written consent. Direct Dealer shall not sell, ship, or promote the Products outside the United States of America without HBC’s prior written consent.

2. **Online Sales.**

(a) Direct Dealer is authorized to offer for sale and sell Products identified on the Online Eligible Product List available at <https://hamiltonbeachcommercial.com/authorized-seller-program/> (“Online Eligible 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 Direct Dealer in Direct Dealer’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Target+, Walmart Marketplace, and Wayfair); and
- (iii) is operated in compliance with the Hamilton Beach Commercial Online Sales Guidelines, attached as Exhibit A, as HBC may amend from time to time.

(b) Direct Dealer shall not offer for sale or sell Products other than the Online Eligible Products through its Permissible Public Website. It is Direct Dealer’s responsibility to regularly monitor the Online Eligible Product List to ensure its Permissible Public Website sales comply with this Brand Protection Policy. HBC reserves the right to update the Online Eligible Product List at any time in its sole discretion.

(c) **Direct Dealer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of HBC.**

(d) HBC reserves the right to terminate, at any time and in its sole discretion, its approval for Direct Dealer to offer for sale and sell Online Eligible Products on the Permissible Public Websites, and Direct Dealer must cease all such offering for sale and sales on the Permissible Public Websites immediately upon notice of such termination. The Terms of this Brand Protection Policy supersede any prior agreement between HBC and Direct Dealer regarding the sale of the Online Eligible Products online. Any authorization previously granted to Direct Dealer by HBC to sell the Online Eligible Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Direct Dealer 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. Direct Dealer shall not make any warranties or representations concerning the Products except as expressly authorized by HBC. Direct Dealer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Direct Dealer’s business and/or (b) related to the marketing and sale of the Products. Direct Dealer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of HBC or the Products. Direct Dealer shall only purchase Products from Hamilton Beach Brands, Inc. or an Authorized HBC Master Distributor in the United States.

4. **Product Care, Customer Service, and Other Quality Controls.** Direct Dealer shall comply with the Hamilton Beach Commercial Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as HBC may amend from time to time.

5. **Intellectual Property.**

(a) Direct Dealer acknowledges and agrees that HBC owns all proprietary rights in and to the brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "HBC IP"). Direct Dealer is granted a limited, non-exclusive, non-transferable, revocable license to use the HBC IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Direct Dealer's status as an Authorized Direct Dealer. All goodwill arising from Direct Dealer's use of the HBC IP shall inure solely to the benefit of HBC.

(b) Direct Dealer's use of the HBC IP shall be in accordance with any guidelines that may be provided by HBC from time to time and must be commercially reasonable as to the size, placement, and other manners of use. HBC reserves the right to review and approve, in its sole discretion, Direct Dealer's use or intended use of the HBC IP at any time, without limitation. In marketing the Products, Direct Dealer shall only use images of Products either supplied by or authorized by HBC and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Direct Dealer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Product name or trademark, nor a misspelling or confusingly similar variation of any Product name or trademark.

6. **Termination.** HBC may terminate Direct Dealer's status as an Authorized Direct Dealer with written or electronic notice. Upon termination of Direct Dealer's status as an Authorized Direct Dealer, Direct Dealer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Direct Dealer is an Authorized Direct Dealer of the Products or has any affiliation whatsoever with HBC; and (iii) using all HBC IP.

7. **Modification.** HBC may amend this Brand Protection Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Direct Dealer's continued use, advertising, offering for sale, or sale of the Products, use of the HBC IP, or use of any other information or materials provided by HBC to Direct Dealer will be deemed Direct Dealer's acceptance of the amendments.

EXHIBIT A

HAMILTON BEACH COMMERCIAL ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by HBC or any party other than Direct Dealer.
2. Anonymous sales are prohibited. Direct Dealer'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 Online Eligible Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At HBC's request, Direct Dealer 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 Direct Dealer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Direct Dealer agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Direct Dealer's sale of the Online Eligible Products to HBC for review upon request. Direct Dealer agrees to cooperate with HBC in the investigation of any negative online review associated with Direct Dealer's sale of the Online Eligible Products and to use reasonable efforts to resolve any such reviews. Direct Dealer 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 Direct Dealer to disclose identifying information about its customers to HBC.
5. The Permissible Public Websites shall comply with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Direct Dealer shall be responsible for all fulfillment to its customers who order Online Eligible Products through Permissible Public Websites, any applicable taxes associated with such purchases of Online Eligible Products, and any returns of Online Eligible Products.
7. Except where Direct Dealer has entered into a drop-shipment arrangement with HBC whereby HBC ships Online Eligible Products on Direct Dealer's behalf to customers who order Online Eligible Products through Permissible Public Websites, under no circumstances shall Direct Dealer permit orders to be fulfilled in any way that results in the shipped Online Eligible Product coming from stock other than Direct Dealer's.

EXHIBIT B

**HAMILTON BEACH COMMERCIAL
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by HBC regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight. Products shall be maintained in a clean, saleable condition.
2. Sell Products in their original retail packaging, if any. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
3. 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, or other identifying information on Products or their packaging.
4. Describe the condition of Products accurately. Do not advertise or resell as “new” any Product that has been returned opened or repackaged. If advertising or selling any non-new Product, describe such Product as “used” or “open box” and do not use “refurbished” or similar language that would imply a level of inspection by HBC. Specify that such non-new Product is excluded from warranty coverage offered by HBC.
5. 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 HBC at commercial.info@hamiltonbeach.com.
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, installation, and proper use of the Products, as well as any applicable warranty, guarantee, or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. 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 HBC. 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. HBC reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to HBC. Cooperate with HBC in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
8. Cooperate with HBC with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with HBC with respect to any Product recall or other consumer safety information dissemination efforts.
10. Implement commercially reasonable loss prevention and anti-diversion measures. Notify HBC promptly in the event of a theft or other loss of a material quantity of Products.
11. Report to HBC any customer complaint or adverse claim regarding the Products and assist HBC in investigating any such complaints or adverse claims.
12. Cooperate with HBC 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.