



September 13, 2019

## Advertising Policies

Sentry Mirror strives to have a consistent, current and logical advertising message throughout our distribution channels and across all platforms. Therefore, this Advertising Policy, until amended or modified, sets forth the rules and requirements governing Distributors when advertising Sentry Mirror products. If there is any conflict between the terms of this Policy and terms relating to advertising contained in a Distributor's Agreement or on the Company website, the terms of this Policy shall prevail.

This policy applies to all Resellers and Distributors, hereinafter called "Distributor". A Distributor who does not agree to and does not sign on to this Advertising Policy does not have the right to use the benefits of the Policy. A Distributor, by agreeing to the terms of this Policy, is permitted to use the appropriate logo, colors, brand and images in conjunction with advertising. Advertising includes, but is not limited to, providing a published price and product description on any Sentry Mirror product in a flyer, catalog or website. Any Distributor who is not a signatory to this Policy and who exercises rights granted by this Policy, and any Distributor who is a signatory to this Policy and fails to comply with its terms, is subject to having its right to act as a Distributor for Sentry Mirror terminated.

The following categories of Distributors, referred to in this Policy as Advertising Distributors, can secure the benefits of this Policy:

**Reseller** – Agrees and conducts itself consistent with the terms of this Advertising Policy, has executed a Sentry Mirror Reseller Agreement, and is in good standing with Sentry Mirror.

**Distributor** – Agrees and conducts itself consistent with the terms of this Advertising Policy, has executed a Sentry Mirror Distributor Agreement, is in good standing with Sentry Mirror and has an active and current Sentry Mirror account

When advertising Sentry Mirror products by any medium, the Distributor agrees to the following conditions:

1. **Pricing:** Suggested retail pricing is published periodically and is available on [www.sentrymirror.com](http://www.sentrymirror.com). Distributors understand and agree that Sentry Mirror sets and sells directly to consumers at the retail prices for unit sales.

Sentry Mirror will adjust its prices from time to time. Distributors will be given a 30 day grace period from the date of any announced price change to adjust prices. Sentry Mirror reserves the right to set prices for new products.

2. **Third Party Provider Restrictions:** As a Sentry Mirror authorized Distributor, you must disclose if you sell to third party sites such as Amazon, Google, EBay, etc. Products sold via these sites must comply with the policies as outlined above. As a Sentry Mirror authorized Distributor, you must also disclose all URLs or dba addresses under which you operate on those sites if requested in our audits.

3. Penalties for Non-Compliance: Sentry Mirror will periodically audit Distributors for Compliance with our policies. Any Distributor who advertises using images, logos, graphics that are incompatible with this policy will be notified in writing by Sentry Mirror of any violations of this policy of which Sentry Mirror becomes aware. The Distributor will have 7 days from receipt of the written notification from Sentry Mirror to comply with the policy. If the violation is not rectified in a timely manner or repeated violations occur, at Sentry Mirror's discretion, the Distributor's account with Sentry Mirror will be placed on credit hold until rectified or subject to termination of its right to act as a Sentry Mirror Distributor.

4. General Advertising: The name Sentry Mirror, the use of any Sentry Mirror image, or any variation of the Sentry Mirror brand name is not to be used in connection with the advertising of any other brand.

The Distributor therefore agrees to the following:

- a. Any resources such as images and videos as obtained on [www.sentrymirror.com](http://www.sentrymirror.com) will be used without alteration.
- b. Seeks written permission for all Sentry Mirror images and videos utilized that are altered or not obtained from Sentry Mirror directly. Permission will not be unreasonably withheld
- c. Show images in which Sentry Mirror products are featured or implied, in a tasteful and professional manner.
- d. Update images with proper photos, names and company names as directed by Sentry Mirror within a reasonable period of time.
- e. Sell Sentry Mirror products complete, with all components as originally shipped by Sentry Mirror.
- f. Use only authorized distributor logos in Sentry Mirror advertising.

5. Website Advertising. The following applies to website advertising:

- a. Avoid implying any special relationship with Sentry Mirror with use of colors, logos, domain name, business name or images. If Sentry Mirror has any objections to the way in which its mark is being represented, it will notify Distributor in writing and request that corrective action be taken within a reasonable period of time. In the event of serious violations, Sentry Mirror reserves the right to ask for an immediate change or to suspend any rights of Distributor under this Advertising Policy.
- b. Limit linkages on their Sentry Mirror pages to only those sites approved in writing by Sentry Mirror (Approval will not be unreasonably withheld).
- c. Abide by internet retailing standards outlined by the Better Business Bureau's BBBOnline®.
- d. Avoid using the terms "Sentry Mirror," "Sentry Mirror Sales Co," "Sentry Mirror Inc" in any URL address.

6. Catalog and Flyer Advertising: The following applies to print advertising:

- a. Allow Sentry Mirror marketing personnel to review Sentry Mirror advertisements in the catalog layout at least 30 days prior to publication. Sentry Mirror Marketing will be reviewing all print layouts for correct and current product, quality reproduction of photography, appropriate product features and benefits, and accuracy of any claims. (Approval will not be unreasonably withheld). In the event this provision is not followed, Sentry Mirror reserves terminate Reseller of Distributor agreements.

7. Tax Exemption: Distributors must obtain applicable sales tax exemption forms and provide same to Sentry Mirror for drop shipments into the following states: AL, AZ, AR, CA, CO, CT, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WS, DC, W, WI, and WY. Distributors assume all tax liability unless they obtain the proper tax exempt certificates. Sentry Mirror reserves the right to suspend Distributor rights if either appropriate documentation is not on file with Sentry Mirror or tax liability is not collected. This applies to all drop ship distribution regardless of medium (internet Distributors are not exempt from providing documentation to Sentry Mirror). Sentry Mirror reserves the right to modify its advertising policy at any time.