NORGREN, INC.
Distributor Sales and Marketing Policy
Littleton, Colorado

Applicable to Distributors in The Americas

Effective August 4, 2017

Norgren, Inc. Revised 08/2017
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1. General Policy

1-1 Vision Statement
Norgren, Inc., (hereafter referred to as Norgren), maintains a vision to create competitive advantage for our customers by optimizing their performance with motion and fluid control technology.

1-2 Distributors
Distributors buy stock, market and sell IMI Norgren products. They provide service on IMI Norgren products and consult with customers on applications of IMI Norgren products. Product lines may also include: IMI Buschjost, IMI Herion, IMI Maxseal and IMI FAS.

1-2-1 Appointment
To qualify for appointment, a distributor must have an organization with sufficient sales personnel, support staff, and selling time to meet Norgren sales goals, the financial strength to maintain a current open line of credit, and adequate warehouse facilities to maintain an appropriate inventory of IMI Norgren products. An information profile of the distributor, most recent financial statements, an adequate stock order and a written agreement are required for appointment.

1-2-2 Agreement
Upon appointment, Norgren and the distributor as represented by their respective officers must enter into a written agreement. The agreement specifies the particular IMI Norgren product lines to be handled by the distributor and designates a geographic area of marketing emphasis. The agreement also incorporates by reference this Marketing & Pricing Policy that describes how Norgren and the distributor conduct certain phases of business and is periodically updated and amended.

1-2-4 Performance
The distributor is expected to aggressively represent Norgren and to attain specified marketing objectives and sales goals within the assigned area of emphasis.

1-2-5 Norgren Support
Norgren will make commercially reasonable efforts to deliver quality products and to make available technical assistance to distributors and customers. Norgren will also provide product literature, price files, national advertising, market analysis and other sales aids, product training, website linkage, and other marketing support.

In addition, Norgren field personnel will assist the distributor with customer specification efforts and local training.

1-2-6 Policy Regarding Applicable Law
Norgren's policy is to adhere to applicable antitrust and other laws in its relationships with its distributors and to require its distributors to comply with all applicable antitrust and other laws. The distributor will fully comply with the terms of Appendix B, as amended from time to time.

1-2-7 Modification of this Policy
This policy may be amended by Norgren at any time. Once amended, Norgren must provide notification to affected distributors and a new copy of the policy be placed on the MyNorgren (http://apps.usa.norgren.com/MyNorgren/login.aspx?ReturnUrl=%2fMyNorgren%2fDefault.aspx) website.
2. Standard Terms, Conditions, and Order Policies

Norgren’s Standard Terms and Conditions of Sale, as amended from time to time, shall apply to all sales of the Products by Norgren to the Distributor and are available at https://www.imi-precision.com/us/en/legal/terms. Norgren accepts all orders at its sole discretion. Orders may be rejected without cause.

2-1 Minimum Order Value
No minimum order value applies.

2-2 Freight
Freight is as stated in Norgren Terms and Conditions of Sale.

2-3 Taxes
Sales, use, occupational, excise or other taxes are not included in the prices given on the published price lists, and will be added to the billing as applicable.

2-4 Pricing
To download the complete price list visit the “MyNorgren”. The prices on the website are only available to Norgren distributors who represent all IMI Norgren product lines, see Appendix A.

2-4-1 Price Changes
Norgren reserves the right to change prices on acknowledged orders to prices in effect on date of shipment, to renegotiate prices, or to cancel the order. List Price changes will normally be announced at least 60 days prior to the effective date of the price change. Order lines will not be processed without accurate pricing and must be reflected on purchase order at time of receipt.

2-4-2 Samples and Prototypes
Norgren’s policy is to charge for samples and prototypes. On occasion, Norgren will run a special promotion when samples will be provided free of charge. New product launches may include free samples and this will be shown in a product launch bulletin. Prices for prototypes will normally be quoted separately.

2-5 Discounts

2-5-1 Standard Discount
See Appendix A for details.

2-5-2 Competitive Discount
Because of sales volume, competition or other considerations, certain customers may become target accounts. In order to gain and retain the business of these target customers, Norgren will make every effort to meet competitive prices and services as required in compliance with applicable law and Norgren’s channel strategy. Norgren’s AdvantageTrak (ATrak) or a similar program exists for rapid deployment of standardized special pricing. Separate guidelines for Advantage Trak or a similar program are posted on the MyNorgren website.

Distributors may also contact the Area Sales Manager at Norgren to receive a SPECIAL Quotation identifying specific products and related competitive discounts.
2-6 Placing Orders
All distributor orders should be placed with Norgren’s Customer Service Department.

2-6-1 Orders may be placed with any of the following Customer Service groups;
Orders placed with Brookville should be directed to:
Norgren, Inc.
325 Carr Drive
Brookville, OH 45309
Phone +1 (937) 833-4033 or +1 (303) 794-2611
FAX +1 (937) 833-4205
NorgrenBCS@imi-precision.com

Orders placed with Farmington should be directed to:
Norgren, Inc.
72 Spring Lane
Farmington, CT 06032
Phone +1 (860) -677-0272 or +1 (303) 794-2611
FAX +1 (860)-677-4999
us-farmingtoncustomerservice@imi-precision.com

Orders placed with Littleton should be directed to:
Norgren, Inc.
5400 S. Delaware St.
Littleton, CO 80120-1663
Phone +1 (303) 794-2611 or +1 (800) 710-7823
FAX +1 (303) -798-4856 or +1 (303) 797-2105
orderentry@imi-precision.com

Note: Louisville, KY facility is a warehouse only and all contact should be directed to Littleton, Brookville, or Farmington locations.

2-6-2 Order Format
Norgren encourages orders to be placed by Electronic Data Interchange (EDI) to minimize errors and transactional costs. Telephone, Email, or mail orders are also accepted. To be set up to transact orders via EDI, please contact your customer service representative who will coordinate this activity with our IT EDI coordinator. An order acknowledgment will be sent via EDI, email, or mail to the distributor after an order is accepted.

2-6-3 Additional Fees
Orders are subject to Expedited Shipping Process (ESP) charges, min $100 or 20% of line value, special packaging & handling, drop ship fee etc., if applicable.

2-7 Stock Order Policy
Distributors are expected to maintain, at all times, an appropriate level of IMI Norgren product inventory to service the needs of customers in their area of marketing emphasis. An uncommitted inventory level of 20% of last twelve month’s purchases is required, 15% is required as a minimum or future projected when approved by Norgren Sales management.

2-8 Drop-Shipment
Norgren will drop-ship to customers and distributor offices only within the assigned distributor territory unless special arrangements have been agreed to by Norgren.

We reserve the right to charge for Drop-Shipment. Distributors are encouraged to maintain appropriate inventory levels so most customer orders flow directly from the distributor’s warehouse to the customer.

We recognize there are orders where direct shipments from the manufacturing site to the customer is the most efficient and cost effective method of servicing the customer.
2-9 Blanket Orders
Norgren encourages the placement of blanket orders; Blanket orders MUST come with complete scheduled releases for the full quantity to promote efficient production and inventory control for the distributor and for Norgren.

Blanket orders will be accepted with scheduled releases at the full quantity discount with the following conditions:
1. Shipping schedule must not extend more than 12 months from the date of the order acknowledgement.
2. Scheduled releases will be “locked” as soon as the scheduled release falls within the standard lead-time.
3. Blanket orders are subject to re-billing if the original volume and release schedules are not met within the blanket time frame.
4. All orders must ship to the same address unless previously agreed in writing by Norgren.

2-10 Non Stocked Product/Expedited Shipping Process (ESP)
Our ESP program is built around today’s need for quicker delivery of slower moving and non-field inventoried parts. Norgren defines ESP service as shipping product in less than standard lead time and is subject to a service fee. All orders for items coded as non-inventoried items will be dated with a standard lead time. Any new orders or previously placed orders requiring delivery sooner than standard lead time must involve a phone call to customer service to validate the best date available and associated charges. We will review the request and assess a charge commensurate with the amount of work required to meet the date. These orders will be treated as an Expedited Shipping Process (ESP) orders and will typically be charged a 20% premium or $100 whichever is greater.

To request delivery of a non-stocked product in less than standard lead time (ESP order):
All requests must first be approved by the appropriate customer service department.

a. IMI Norgren Actuators – Brookville, OH
b. IMI Norgren products - FRL, Valves, Fittings – Littleton, CO
c. IMI Norgren (KIP), IMI Buschjost – Farmington

b. Certain configurations and/or quantity limitations may be applied. When placing the request, please advise the required delivery date and Norgren will confirm the best ship date and associated charge.

c. All requests must be processed by Phone – Please no EDI, or Email.

d. ESP and Non-ESP orders cannot be combined.

e. Depending on the factory and the shipping method, the ESP charge may also include Customs charges. The distributor agrees that Norgren does not have any liability for shipments delayed at Customs.

f. All ESP orders are required to ship via airfreight except those where one day transit is standard.

g. When warranted, Norgren will adjust the percentage charge so it is commensurate with the product complexity / amount of effort required to meet the ESP request.

2-11 Norgren Stocked Product
Stocked products are normally products which should ideally be stocked at the distributor location as well. To receive full standard discount these products must be ordered with the full lead time.

All orders for items coded as stocked will be dated with a standard lead time. Any new orders or previously placed orders requiring delivery sooner than standard lead time must involve a phone call to customer service to validate the best date available and associated charges. We reserve the right to treat these orders at a 20% premium.

Please note:
A small number of actuators are included in the stocked product program in limited bores, strokes and options. The standard delivery for these products will remain at the current level of 2-5 business days; however, if better delivery is required, these products will now be available in 1-2 business days in exchange for a 20% charge. Actuators which are not part of stocked program will remain unaffected by this policy and will retain their current lead times. In order to support customers in emergency situations, we will waive the 20% fees for actuator repair kits when the required parts to build the kit are in stock. The actuator-only as well as any associated charges still apply. Visit the web site: https://www.imi-precision.com/us/en/Default.aspx to search available products.

To request delivery of Norgren stocked products in less than standard lead time:
All requests must first be approved by the appropriate customer service department.

a. IMI Norgren Actuators – Brookville, OH
b. IMI Norgren FRL, Valves, Fittings – Littleton, CO
c. IMI Norgren (KIP), IMI Buschjost – Farmington

d. Certain configurations and/or quantity limitations may be applied. When placing the request, please advise the required delivery date and Norgren will confirm the best ship date and associated charge.

f. All requests must be processed by Email – Please no EDI, fax or phone calls. We recommend you follow up with your Customer Service Representative.

m. Depending on component availability, many products ship within 24 hours.

a. A premium service charge may be applied, 20% of net line item.
2-12 Order Changes and Cancellations
Orders may be changed only with Norgren consent. Consult Norgren Customer Service on additions, substitutions, split-offs, re-packaging, re-routing, date changes, remarking, and other changes. These changes must be via email, we do not accept cancellations or changes over the phone. We reserve the right to deny cancellation.

2-12-1 Cancellations
Norgren reserves the right to apply cancellation charges, retroactive price increases or discount adjustments to cancelled or changed orders. Norgren may also refuse cancellation of an order. The distributor will be contacted regarding any of these charges. You must contact customer service via email for details on a specific order cancellation approval and charges.

2-12-2 Cancellation Charge Guidelines
Please see Standard Terms and Conditions of Sale.

All requests for cancellation of an order must be initiated with Customer Service and agreed in writing (email is acceptable).

2-13 Partial Shipments
Norgren reserves the right to make partial shipments with an associated partial billing.

2-14 Proof-of-Deliveries/Claims/Credit Requests
Proof-of-deliveries, claims, or credit requests cannot be processed beyond 30 days from the date of shipment. Claims should be processed within 10 days from date of delivery, but will be honored up to 30 days after shipment.

2-15 Tooling
Charges made for tools, dies, gauges, jigs, fixtures or equipment made or acquired by Norgren in connection with the work do not convey title to or any proprietary interest in such tools. All such tools will remain the exclusive property of Norgren unless otherwise agreed in writing by both parties.
3. Returns and Credits

3-1 Warranty / Defective Product Returns
Product warranty is as provided in the Distributor Agreement and the Norgren Standard Terms and Conditions of Sale incorporated therein. Unless otherwise noted in the Distributor Agreement or the Norgren Standard Terms and Conditions of Sale, the general warranty period is two years from date of invoice from Norgren. In order to use and apply a product warranty, a distributor must follow the process and policy in the following sections.

3-1-1 Warranty / Defective Product Return Process & Policy
1. All warranty / defective product returns must be approved and reference a Returned Merchandise Authorization number, hereafter referred to as RMA. Returns will not be accepted if a valid RMA number is not clearly indicated on the outside of the shipping package.
2. To obtain an RMA number, please contact customer service with the following information:
   a. Full part number, quantity and order number.
   b. Description of problem including application details; operating pressure, media, cycle rate, if this is a recurring issue, etc.
3. Return the defective component freight prepaid. Norgren will not accept collect shipments.
   a. Norgren will consider paying the freight charges when sufficient information such as photos, application details, leak rates etc., are provided allowing Norgren to predetermine the cause of the defect.
   b. Only product appearing on the RMA should be returned. Items not appearing on the RMA will be returned unprocessed and freight collect.
   c. A MSDS sheet must be included with any return so the technician working on the return can safely do their work.
4. Please note our standard procedure / steps for products being returned due to a warranty concern:
   a. Evaluate the product and determine if it is defective.
   b. If the product is found to be defective we will do one of the following at our sole discretion;
      i. Repair the returned product,
      ii. Replace with a new product,
      iii. Issue credit if we are unable to repair or replace the product.
5. If the product is not defective we will contact the sender and ask how to deal with the product. Returned product found to be in compliance with the applicable product warranty will be held for 20 days.
6. DO NOT issue a debit memo. Norgren will not honor a customer-issued debit memo.

3-1-2 Returns Outside of Warranty
Returns outside of warranty are subject to the general returned merchandise policy and should be handled by the distributor. Items out of warranty, and returned for repair will be evaluated and repaired (or replaced) at Norgren’s option.

A Returned Merchandise Authorization (RMA) must be obtained by the customer in advance of returning the product. RMA will designate Norgren location to which product must be returned. An RMA number will not be issued for items being returned for repair unless we have received a purchase order authorizing repair or replace work to the items being returned.

3-2 Inventory Return Policy/Procedure
Returned merchandise and inventory return requests are evaluated on a case by case basis. Contact customer service for approval. Returns will not be accepted without prior written approval of Norgren. Distributors are to provide a list of every part number and date code for product approved for return. An off-settting order of 1.2 times the inventory value or a 50% restocking fee is required for any return. Distributors can return up to 5% of the Distributor’s prior 12 months’ of purchases, provided the products are no older than 18 months from invoice date, in new and resalable condition and in original packaging. Depending on our current inventory position, some requests may be denied.

We do not accept returns of special products.

3-3 Discontinued Products
Norgren reserves the right to discontinue the production and sale of any IMI Norgren product. Distributors will normally be advised of a decision to discontinue a major product line a minimum of sixty days in advance of removal of such item from market availability. At Norgren’s discretion, standard service kits for major discontinued items may be available for five years from date of discontinuance. It is the policy of Norgren not to accept the return of discontinued products. Such products should be sold by the distributor to depletion.
3-4 Recalled Products

If a product is recalled for any reason, the distributor will (at Norgren’s cost) give any assistance that Norgren reasonably requires to recall, as a matter of urgency, products from the retail or wholesale market, provided that in its provision of such assistance the distributor will (i) prior to providing any assistance, and as soon as reasonably practicable having regard to the urgency of the situation, provide Norgren with an estimate as to the costs the Distributor foresees that it will incur in providing the assistance; (ii) not incur any costs until Norgren has approved the Distributor's cost estimate provided in accordance with (i) above; and (iii) at all times seek to mitigate the costs it incurs in providing such assistance.

4. Other Policies

4-1 Direct Accounts
Norgren maintains the right to service customers on a direct basis.

4-2 Advertising, Catalogs, and Logos

4-2-1 Advertising, Promotion and Brand Guidelines
At its expense, Norgren conducts national marketing programs to support the sale of its products. This includes trade magazine advertising, publicity releases, national trade shows, direct mail, sales support, software, online program/email and special promotions.

4-2-1-1 Brand Guidelines
Maintaining consistency of our brand in the marketplace is paramount and therefore requires a set of defined standards to avoid misrepresentation or misuse of the brand. This ensures a uniform approach is adopted for the production of all visual materials. These guidelines do not preclude the need for corporate approval whenever the company name, business unit name or any of the logos are used. The Distributor shall adhere to the Trademark and Website Criteria in Appendix C.

4-2-1-2 Sales Leads
When sales leads are passed along to the appropriate authorized distributor, the distributor is expected to immediately follow up leads, and provide information back to Norgren Marketing as to the quality of the leads and action to be taken to secure potential business. Norgren’s sales lead program is backed by an online process to provide information in a fast, efficient way.

4-2-1-3 Distributor Advertising
At its own expense, the distributor is encouraged to supplement Norgren’s national advertising with local advertising. Norgren Marketing will support the distributor’s efforts by lending to the distributor existing advertising photos, illustrations and printing material, and rendering advice for the distributor layout and copy. All promotional materials must be approved by Norgren prior to public consumption.

4-2-1-4 Product Directories
The distributor is encouraged to insert bold face “trade name” listings in online and print directories under the following heading:

Pneumatic Equipment Components
Minimum recommended form of insertion is 1” bold as follows:
IMI NORGREN PNEUMATIC PRODUCTS
Distributor: XYZ Corp., 133 Main St.......123-1234

4-2-1-5 Catalogs, Literature, and Sales Aids
Norgren will produce and distribute catalogs, literature, product sample cases, and software in support of distributors and customers. On a case-by-case basis, Norgren may assess a charge to the distributor for stock orders of certain types or quantities of literature, catalogs or other sales aids. Available literature and sales aids are available via http://onenorgren.uberflip.com/h/ or by contacting the US marketing team at: usmarketing@imi-precision.com.

4-2-1-6 Company Logos and Trademarks
To promote the recognition of company image, Norgren insists every distributor adhere precisely to the proper graphic standard when using the IMI Precision Engineering or IMI Norgren logo. Logos, specifications and other artwork are available to you, please contact Marketing at: usmarketing@imi-precision.com to submit your request.

Likewise, the distributor must use proper protective measures when using any trademarked name or brand names and adhere to the IMI Precision Engineering Corporate Identity Guideline, also available on request via: usmarketing@imi-precision.com.
4-3 Changes in Products

4-3-1 New Product Introduction
Distributors are expected to support Norgren with a cooperative effort in the introduction of new products into the marketplace.

4-3-2 Modified Product Requests
Requests for new and modified products should be directed to the Norgren Inside Sales group. For accepted requests, prices for the items will be quoted to the distributor and are firm for 90 days. The distributor is responsible for establishing the product price to the customer.

4-4 Customer Point of Sale Data
Point-of-sale (POS) data is integral to a successful working relationship between Norgren, Inc. and each distributor. The data enables all parties to be aware of which customers are being serviced. The data is also analyzed by the marketing department and Norgren’s third-party vendor to provide valuable information about customer and market demographics which can be used for marketing purposes.

POS data reports from distributors are compiled in a secure and confidential process by Norgren and an outside firm called Interlynx.

Each month, distributors should submit the preceding month’s POS data to Interlynx via one of the following methods:
1. Upload the file on www.norgrenpos.com by logging in with assigned login credentials and following the instructions in any file format (e.g., Excel, txt, PDF). Or;
2. Email the file to norgrenpos@norgrenpos.com.
   POS data for the preceding month should be submitted as soon as it is available. Email reminders for the preceding month’s data will be sent on the 10th, 16th, and 22nd of the following month (for example, reminders for July will be sent on August 10, August 16, and August 22, or until July data is submitted).

If there are any technical issues or questions, please contact norgrenpos@norgrenpos.com or any point of contact at Norgren.

During the term of the Distributor Agreement, POS data is considered confidential to Norgren and the distributor who is providing the data. Access to this information will be provided to Norgren employees and Norgren’s third-party vendor on a need-to-know basis and will be managed by Norgren Marketing personnel. Norgren’s third-party vendor is under a confidentiality agreement with Norgren protecting Distributor’s POS data.

If there are any technical issues or questions, please contact norgrenpos@norgrenpos.com or any point of contact at Norgren.

During the term of the Distributor Agreement, POS data is considered confidential to Norgren and the distributor who is providing the data. Access to this information will be provided to Norgren employees on a need-to-know basis and will be managed by Norgren Marketing personnel.

4-4-1 POS Upload Instructions
Please follow these instructions to upload POS data. If you have questions or need any help with this process please contact us via norgrenpos@norgrenpos.com
Step 1.

Enter Login Details

LOGIN INFORMATION
PLEASE ENTER YOUR USER NAME AND PASSWORD HERE.

PASSWORD:

Login

Step 2.

Select UPLOAD POS FILES

GO TO SEARCH PAGE
UPLOAD POS FILES
CHANGE PASSWORD
LOGOUT

Step 3.

On Selection of “Open POS Files”

Select Month
Select Year
Choose File to upload
Select File
View recent files uploaded
4-5 Collaborative Distributors
Where more than one (1) distributor is involved in the specification/engineering, sales and/or servicing of an account, Norgren suggests each distributor participate in an equitable division of gross profit from such sales.

Norgren recommends the distributors participating in such sales use the following guidelines for dividing the gross profit which is based on past, present and future contributions by each distributor.
1. 25% of the profit to the distributor making the sale.
2. 25% of the profit to the distributor responsible for the area where the product is shipped.
3. 50% of the initial sale profit to the distributor who did the original engineering/specification work. On all subsequent sales, the 50% profit allocation paid to the specifying distributor should be redirected to the distributor making the sale.

Distributors who enter into any such agreement as described above do so at their own risk and Norgren shall have no liability whatsoever in the performance or lack thereof by any participating distributor.

4-6 Cooperative Marketing Funds
Each year, Norgren may budget for “Cooperative Marketing” to be made available to all Distributors. The funds do not have to be distributed evenly, but the total funds available are limited to the budgeted amount. It is our intention to be as equitable as possible and prudent with the funds.

The funds can only be accessed via a 100% matching funds format. In other words, if a distributor desires a $5k in cooperative funds, the Distributor must also contribute $5k to execute a $10k program.

Acceptable use of funds includes: local trade shows, local advertising, direct/e-mail marketing programs, product specific initiatives, incentives, customer events, and IMI Norgren product for the purpose of sales samples. All programs must be submitted in advance for approval of funds. Additionally, any proposed limitations or restrictions placed on Distributors who are either applying for or awarded marketing funds must be presented to and approved by Norgren’s Legal Department in advance.

4-7 Integration of Agreement, Invoice Terms & Conditions
The Marketing Policy, which is periodically amended, is an integral part of the distributor agreement, and serves as a means for adjusting the way Norgren and its distributors do business without having to amend the basic agreement. The terms and conditions available at: https://www.imi-precision.com/us/en/legal/terms shall be deemed part of this Norgren Marketing Policy. In the case of a conflict in policy or language between a distributor agreement with Norgren, the Norgren Standard Terms and Conditions of Sale and this Marketing Policy, the document shall control in the following order: first, the provisions of the Distributor Agreement shall control, then this Norgren Marketing Policy, followed by the Norgren Standard Terms and Conditions of Sale.

5. Email, Social media, Instant messages, Text messages and Websites
As an organization, we have opted to follow the strict rules of Canada’s Anti-Spam Law (CASL) in all of our digital interactions to ensure we are fully compliant at all times in all scenarios. As a distributor associate, we ask that you carefully follow the laws when representing our brand. Canada’s Anti-Spam Law (CASL) & CAN-SPAM Act doesn’t apply just to bulk email. It covers all commercial messages, which the law defines as “any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service,” including email that promotes content on commercial websites. The law makes no exception for business-to-business email. That means all email – for example, a message to former customers announcing a new product line – must comply with the law.

1. Don’t purchase contact lists. Permission-based contacts are key to compliancy. There are some scenarios where permission is implied, but opt-in is always your safest scenario. Technically, purchase history with a customer does qualify as permission under CASL, but subscribers are more likely to be engaged and active in the long run if they’ve given their express permission to receive emails from you.
2. Don’t use false or misleading header information. Your “From,” “To,” “Reply-To,” and routing information – including the originating domain name and email address – must be accurate and identify the person or business who initiated the message.
3. Identify the message as an ad. You must disclose clearly and conspicuously that your message is an advertisement.
4. Tell recipients where you’re located. Your message must include your valid physical postal address. This can be your
current street address, a post office box you’ve registered with the U.S. Postal Service, or a private mailbox you’ve registered with a commercial mail receiving agency established under Postal Service regulations.

5. Tell recipients how to opt out of receiving future email from you. Your message must include a clear and conspicuous explanation of how the recipient can opt out of getting email from you in the future. Craft the notice in a way that’s easy for an ordinary person to recognize, read, and understand. Creative use of type size, color, and location can improve clarity. Give a return email address or another easy Internet-based way to allow people to communicate their choice to you. You may create a menu to allow a recipient to opt out of certain types of messages, but you must include the option to stop all commercial messages from you. Make sure your spam filter doesn’t block these opt-out requests.

6. Honor opt-out requests promptly. Any opt-out mechanism you offer must be able to process opt-out requests for at least 30 days after you send your message. You must honor a recipient’s opt-out request within 10 business days. You can’t charge a fee, require the recipient to give you any personally identifying information beyond an email address, or make the recipient take any step other than sending a reply email or visiting a single page on an Internet website as a condition for honoring an opt-out request. Once people have told you they don’t want to receive more messages from you, you can’t sell or transfer their email addresses, even in the form of a mailing list. The only exception is that you may transfer the addresses to a company you’ve hired to help you comply with the CAN-SPAM Act.

7. Monitor what others are doing on your behalf. The law makes clear that even if you hire another company to handle your email marketing, you can’t contract away your legal responsibility to comply with the law. Both the company whose product is promoted in the message and the company that actually sends the message may be held legally responsible.

In addition, when and if you hire a third party to manage your communications and/or social media you are responsible for ensuring they are compliant with all regulations.

For more information
Canada’s Anti-Spam Legislation: http://crtc.gc.ca/eng/internet/anti.htm
**Appendix A-1: General Products**

**Norgren Standard Discounts – Full Line Distributors**

The following standard discounts apply to Norgren Full Line Distributors Only. Partial Line Distributor discounts may vary. A complete list of part numbers with List Price can be found in the Pricing Area on MyNorgren website.

<table>
<thead>
<tr>
<th>Product Family</th>
<th>Product Line</th>
<th>Price Code</th>
<th>Discount from List</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Preparation Equipment</td>
<td>Excelon</td>
<td>A</td>
<td>50%</td>
</tr>
<tr>
<td>Air Preparation Equipment</td>
<td>Stainless</td>
<td>A</td>
<td>50%</td>
</tr>
<tr>
<td>Air Preparation Equipment</td>
<td>Dryers</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Air Preparation Equipment</td>
<td>General Purpose</td>
<td>A</td>
<td>50%</td>
</tr>
<tr>
<td>Air Preparation Equipment</td>
<td>Beverage</td>
<td>A</td>
<td>50%</td>
</tr>
<tr>
<td>Air Preparation Equipment</td>
<td>Miniatures</td>
<td>A</td>
<td>50%</td>
</tr>
<tr>
<td>Air Preparation Equipment</td>
<td>Instrumentation</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>VHLA</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>V60-V62</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>VM10-VM15</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>ISO*Star</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>Mini ISO*Star</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>Nugget 40</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>Nugget 200</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>Nugget 500</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>Poppet : Prospector</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>Super X</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>VS18/26/45</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves (IMI Norgren (KIP Valves))</td>
<td>Max # of Releases on Blanket Order</td>
<td>Discount</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 - 49</td>
<td>1</td>
<td>35%</td>
<td></td>
</tr>
<tr>
<td>50 - 99</td>
<td>1</td>
<td>43%</td>
<td></td>
</tr>
<tr>
<td>100 - 249</td>
<td>2</td>
<td>48%</td>
<td></td>
</tr>
<tr>
<td>250 - 499</td>
<td>4</td>
<td>52%</td>
<td></td>
</tr>
<tr>
<td>500 - 99</td>
<td>5</td>
<td>53%</td>
<td></td>
</tr>
<tr>
<td>1000 - 1999</td>
<td>6</td>
<td>55%</td>
<td></td>
</tr>
<tr>
<td>Manifold Assemblies</td>
<td></td>
<td>Discount</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 - 24</td>
<td>1</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>24 - 49</td>
<td>2</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>50 – 99</td>
<td>3</td>
<td>27%</td>
<td></td>
</tr>
<tr>
<td>Valves</td>
<td>IMI Buschjost</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Valves</td>
<td>IMI Herion</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Fittings</td>
<td>Pneufit C, D, M Series</td>
<td>D</td>
<td>50%</td>
</tr>
<tr>
<td>Fittings</td>
<td>FleetFit (DOT)</td>
<td>D</td>
<td>50%</td>
</tr>
<tr>
<td>Fittings</td>
<td>WeldFit</td>
<td>D</td>
<td>50%</td>
</tr>
<tr>
<td>Fittings</td>
<td>Tubing and Accessories</td>
<td>D</td>
<td>50%</td>
</tr>
<tr>
<td>Fittings</td>
<td>In-Line Flow Controls</td>
<td>B</td>
<td>35%</td>
</tr>
<tr>
<td>Fittings</td>
<td>Mufflers</td>
<td>B</td>
<td>35%</td>
</tr>
</tbody>
</table>
## Appendix A-2-Actuator Products

### Norgren Standard Discounts - Full Line Distributors

Each line item or individual model number earns its own discount. Different model numbers cannot be combined to achieve larger quantity discounts.

<table>
<thead>
<tr>
<th>Actuator Product Range</th>
<th>Quantity</th>
<th>Distributor Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Series A/EA, J/EJ, AOT Air Oil Tanks</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bore Sizes: 1-1/2” thru 4”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-9</td>
<td></td>
<td>35%</td>
</tr>
<tr>
<td>10-24</td>
<td></td>
<td>37%</td>
</tr>
<tr>
<td>25-49</td>
<td></td>
<td>40%</td>
</tr>
<tr>
<td>50-99</td>
<td></td>
<td>43%</td>
</tr>
<tr>
<td>100+</td>
<td></td>
<td>46%</td>
</tr>
</tbody>
</table>

| A & J Mounting Accessories and Repair Parts    |          |                      |
| All Quantities                                |          | 35%                  |

| **Tiny Tim Cylinders**                        |          |                      |
| 1-24                                          |          | 30%                  |
| 25-49                                         |          | 35%                  |
| 50-99                                         |          | 37%                  |
| 100-249                                       |          | 40%                  |
| 250-499                                       |          | 43%                  |
| 500+                                          |          | 46%                  |

| **IVAC**                                      |          |                      |
| All Quantities                                |          | 35%                  |
| IVAC Mounting Accessories                     |          | 30%                  |
| IVAC Repair Parts                             |          | 45%                  |

| **Series SS Stainless Steel**                  |          |                      |
| All Quantities                                |          | 30%                  |
| Series SS Mounting Accessories                |          | 30%                  |
| Series SS Repair Parts                        |          | 35%                  |

| **NEN Series Cylinders**                      |          |                      |
| 1-4                                           |          | 40%                  |
| 5-9                                           |          | 45%                  |
| 10+                                           |          | 50%                  |

| **Lintra Plus Cylinders**                     |          |                      |
| All Quantities                                |          | 35%                  |

| **Lintra Plus Mounting Accessories and Repair Parts** |          |                      |
| All Quantities                                  |          | 35%                  |

| **Roundline Plus, RP, RPD**                    |          |                      |
| 1-9                                           |          | 35%                  |
| 10-99                                         |          | 40%                  |
| 100+                                          |          | 45%                  |

| **RT Series Thrusters**                       |          |                      |
| All Quantities                                |          | 30%                  |
| RT Series Mounting Accessories                |          | 30%                  |

| **F-Series Plus - FP, FPT**                    |          |                      |
| 1-9                                           |          | 35%                  |
| 10+                                           |          | 40%                  |

| **F-Series Plus Mounting Accessories and Repair Parts** |          |                      |
| All Quantities                                  |          | 35%                  |

| **ISO/VDMA - 8000, 182000**                    |          |                      |
| 1-4                                           |          | 30%                  |
| 5+                                            |          | 35%                  |

| **ISO/VDMA Mounting Accessories**              |          |                      |
| All Quantities                                |          | 30%                  |
| ISO/VDMA Repair Parts                         |          | 35%                  |

| **Series C (3/4 & 1-1/8” Bore)**               |          |                      |
| 1-9                                           |          | 31%                  |
| 10-24                                         |          | 33%                  |
| 25-49                                         |          | 35%                  |
| 50-99                                         |          | 38%                  |
| 100-199                                       |          | 40%                  |
| 200+                                          |          | 42%                  |
Appendix B: Compliance

Definitions:

**Anti-Bribery Legislation:** all applicable laws, orders, rules and regulations relating to bribery and/or corruption in the Territory and/or any other country in which the parties or their ultimate parent companies operate or to which the parties must otherwise comply (including but not limited to the Bribery Act 2010 (UK), the Foreign Corrupt Practices Act of 1977 (US) and/or the Legislative Decree No. 231 of 2001 (Italy)).

**Control:** the ownership or possession, directly or indirectly, of more than 50% of the equity securities or voting power of an entity or the power to otherwise direct or cause the direction of the management and policies of an entity, whether through the ownership of securities, by contract or otherwise.

**Convention Country:** any one of Argentina, Armenia, Austria, Belgium, Belarus, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Cameroon, Chile, Colombia, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Jordan, Kazakhstan, Latvia, Lebanon, Lithuania, Mexico, Netherlands, Niger, Nigeria, Norway, Peru, Philippines, Poland, Portugal, Romania, Russia, Saudi Arabia, Senegal, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom or Uruguay.

**Convention Equivalent Country:** any one of United States of America, Canada, Japan, China or South Korea.

**Facilitating Payments:** payments made to any Public Official(s) to secure routine non-discretionary governmental action to which IMI is legally entitled.

**Group:** in relation to a company, that company, any Subsidiary or Holding Company from time to time of that company, and any Subsidiary from time to time of a Holding Company of that company. For purposes of this Appendix B, IMI’s Group includes Norgren, Inc., the party entering into a distributor agreement with Distributor and any reference to IMI in this Appendix will mean Norgren.

**Holding Company:** an entity that Controls another entity.

**IMI’s Due Diligence:** the due diligence that IMI is required to carry out on all of its distributors under its regulatory requirements and internal policy requirements, which includes the Distributor’s completion of IMI’s Due Diligence Questionnaire.

**IMI’s Due Diligence Questionnaire:** the due diligence questionnaire completed or to be completed, either online or in hard copy, by the Distributor in which the Distributor provided certain information about its business operations.

**Improper Payment Activity:** the offer, promise, or payment of anything of value, regardless of form or amount, directly or indirectly, to (i) any owner, officer, or employee of an actual or potential customer or end user (whether public, private, or mixed); (ii) any Public Official or political party; or (iii) any family member of any person described in (i) or (ii), made with the intention, or which could be perceived as made with the intention, of obtaining or retaining business or a business advantage.

**Key Individual:** any of the following: (i) a director; (ii) an officer; (iii) a shareholder, owner or partner owning (whether directly or indirectly) over five percent of the business directly or indirectly; (iv) a legal representative; (v) a key management employee; and (vi) an employee of the Distributor performing services pursuant to or in connection with this agreement.

**OFAC:** the Office of Foreign Assets Control of the United States Department of Treasury.

**Products:** the products of the type and specification listed in Schedule 2 of the Distributor Agreement and any other products of IMI which IMI may agree with the Distributor, by express agreement in writing, that the Distributor may distribute in the Territory under the Distributor Agreement provided that IMI grants no exclusive or sole rights to distribute spare parts for any of the foregoing products.
Public Body: any of the following: (i) a government or governmental department, agency or enterprise; (ii) a legislative, administrative or judicial body; (iii) an organization or enterprise wholly or partially owned or controlled by a government (whether directly or indirectly); (iv) a public international organization; (v) a political party; or (vi) any other body or state-owned enterprise with the power to issue licenses, permits or perform functions on behalf of the public.

Public Official: any employee, official, individual or representative: (i) of a Public Body; (ii) who exercises a public function on behalf of a Public Body; (iii) of any political candidate; and/or (iv) who is a member of a royal or ruling family.

Restricted Persons: a person that is (i) listed on, or fifty percent or more owned or otherwise controlled by, a person, or persons in the aggregate, listed on any Sanctions List; (ii) located in, incorporated under the laws of, or fifty percent or more owned or otherwise controlled by, or acting on behalf of, a person, or persons in the aggregate, located in or organized under the laws of a country or territory that is the target of country-wide Sanctions (which includes, but is not limited to, the Crimea Region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria); or (iii) otherwise a target of Sanctions.

Sanctions: any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; (v) any other government or organization with jurisdiction over the parties, the Territory or the Products; or (vi) the respective governmental institutions and agencies of any of the foregoing, including without limitation, OFAC, the United States Department of State and Her Majesty’s Treasury of the United Kingdom (together, “Sanctions Authorities”).

Sanctions List: the “Specially Designated Nationals and Blocked Persons” list issued by OFAC, the Consolidated List of Financial Targets issued by Her Majesty’s Treasury of the United Kingdom, or any similar list issued or maintained by any of the Sanctions Authorities.

Subsidiary: any entity Controlled by another entity.

Territory: The area or areas defined in a distributor agreement between Distributor and Norgren where Distributor is appointed to promote and sell Norgren’s Products.

1.1 The Distributor agrees to:

1.1.1 use its best endeavors to promptly obtain such permits, licenses, certificates or other documents from within the Territory (including, but not limited, to currency permits, import certificates and end-use certificates) as may be required by any relevant Public Body for the import and sale of Products in the Territory;

1.1.2 ensure that any local formalities, permissions and/or consents which are required in order for the Products to be promoted, marketed and sold in the Territory are obtained and maintained at all times during this agreement.

1.1.3 The Distributor agrees that it will comply with the terms of any export license, license exceptional or general license granted or approved by a Public Body and that it will not re-export or transmit any technical data or Product to any (i) Restricted Person; or (ii) entity or individual which is embargoed, prohibited, debarred or otherwise restricted under any and all applicable laws or regulations.

1.1.4 Distributor will not, without first obtaining prior express permission from IMI and any necessary export or re-export authorizations from a Public Body, directly or indirectly, re-export or transmit any technical data or Product: (i) for any prohibited end uses; (ii) to any prohibited destinations; (iii) to any Restricted Persons or (iv) that would cause any party to this agreement to be in violation of any applicable export control restrictions or Sanctions.

1.1.5 Distributor shall immediately notify IMI and reject any transaction if Distributor knows, or has reason to know, that any Products or related technical data may be redirected to other countries or third parties in violation of applicable export control or Sanctions laws.

1.1.6 None of the Distributor, any of its Subsidiaries or, to the knowledge of Distributor, any director, officer, employee, agent, or affiliate, of the Distributor or any of its Subsidiaries is a Restricted Person.

1.1.7 Notwithstanding any other provision of this agreement, the Distributor shall not directly or indirectly engage in any IMI related business opportunity that involves in any way a Restricted Person.

1.1.8 The Distributor shall obtain a written approval from IMI before engaging in any sales-related activities involving any one of the following factors:

1.1.9 any transaction involving Burma (Myanmar), Georgia, Iraq, Libya, Pakistan, Russia, Tajikistan, Turkmenistan, Ukraine or Uzbekistan or any other country notified by IMI to the Distributor at any time; or
1.1.10 the supply of Products for use in a nuclear facility or service performed in a nuclear facility; or
1.1.11 any pressurizer spray valve; or
1.1.12 any bellows sealed valve; or
1.1.13 any valve or parts thereof designed for aircraft, aerospace, missile, or military use; or
1.1.14 any valve or valve body (except for minor parts within a valve) made of, or overlaid with, any variant of Inconel, Monel, Alloy 20, Hastelloy, or other less common nickel alloys; or
1.1.15 any transfer of tangible or intangible technical information but only if such transfer relates to one or more of the factors identified immediately above in this Clause 1.1.

For the avoidance of doubt, the requirement for the Distributor to obtain written approval from IMI involving the factors set out in Clauses 1.1.10 and/or 1.1.12 above shall not apply in relation to the supply of Products or service performed in a nuclear facility that is located in a Convention Country or a Convention Equivalent Country.

1.2 The Distributor agrees:

1.2.1 to comply and ensure that its owners, officers, directors, employees and agents comply with Anti-Bribery Legislation and all applicable competition and anti-trust laws;

1.2.2 to develop and maintain for the term of this agreement, anti-bribery and corruption policies which are effectively designed and implemented to prevent and detect activities which may violate Anti-Bribery Legislation, and export compliance and sanctions policies which are effectively designed and implemented to prevent and detect activities which may violate any applicable export compliance laws or rules or Sanctions;

1.2.3 it will execute an annual certification in the form attached as Appendix B-1 or as amended from time to time ("Annual Certification") and provide this to IMI on an annual basis at the request of IMI within ten (10) working days of such request;

1.2.4 it will maintain complete and accurate records of all matters related to its activities covered by this agreement. The Distributor agrees that IMI and its representatives may, at IMI’s sole discretion upon written request, inspect all books and records of the Distributor relating to this agreement or any sales or other activities under this agreement. The Distributor also agrees to fully cooperate with any such inspection, including providing personnel for interview. Each of the obligations in this Clause continues for at least 3 years after the termination of this agreement or for 10 years after creation of the records (whichever comes first). The Distributor agrees that any review or audit carried out by IMI or on its behalf under this Section will not relieve the Distributor of any liability under this agreement or otherwise.

1.3 The Distributor agrees:

1.3.1 not to engage in any Improper Payment Activity and/or make any Facilitating Payments; and

1.3.2 not to make (or seek reimbursement from IMI for) the following types of payments on behalf of IMI or in connection with IMI’s business:

(a) sponsorships or payments of travel and lodging, entertainment and gifts for any person identified in the definition of Improper Payment Activity unless such expenses are previously authorized by IMI in writing and:

(i) lawful under the written laws and regulations of the person’s country; or

(ii) bona fide and reasonable in the circumstances and directly related to:

(1) The promotion, demonstration, or explanation of products or services;

(2) The execution or performance of a contract; or

(3) Other legitimate business purpose and/or charitable donations
1.4 The Distributor warrants and represents to IMI on an on-going basis that:

1.4.1 it complies with Anti-Bribery Legislation;

1.4.2 the matters contained in each Annual Certification are true, accurate and complete;

1.4.3 IMI’s Due Diligence Questionnaire completed and provided by the Distributor to IMI, including any written updates and related documents are complete and accurate; and

1.4.4 neither it nor any other member of its Group nor any of its or their owners, officers, directors, employees or agents has been subject to any investigation or prosecution with regard to any Improper Payment Activity or any breach of Anti-Bribery Legislation.

1.5 Each of the warranties and representations given by the Distributor in this Section 1 shall be deemed to be repeated on each occasion that the Distributor places an order on IMI.

1.6 The Distributor agrees to notify IMI immediately if:

1.6.1 it has any conflict of interest in relation to its obligations under this agreement; or

1.6.2 it becomes aware of any actual or potential breach of this Section 1.

1.7 If IMI reasonably believes that the Distributor has breached any of its obligations under this Section, IMI is entitled to suspend the performance of its obligations under the Distributor Agreement, including suspension of the performance of IMI’s obligations to the Distributor, including any obligations to deliver and/or supply the Products, without liability to the Distributor whatsoever until such time as IMI has completed investigations of the possible non-compliance and concluded that the Distributor is not in breach.

1.8 Any breach of the Distributor’s obligations in this Section shall be deemed a material breach pursuant to the Termination Clause of the Distributor Agreement and IMI shall be entitled to immediately terminate this Agreement on written notice to the Distributor.
Appendix B-1: Annual Certification

To be signed, printed and returned to IMI annually at the request of IMI within 10 working days of such request. Please consult with your IMI contact if you have any questions regarding compliance with applicable laws or have any questions about this Certificate.

To be completed by IMI employee

IMI Contact:

Contact details:

To be completed by Third Party

Name:
Entity name:

I hereby confirm the following:

1. I have reviewed, understand and will comply with all Anti-Bribery Legislation. Other than matters that I have previously reported to IMI or below, I am not aware of any violations of Anti-Bribery Legislation.

2. There have been no changes in the composition of ownership, board members, directors, or other key individuals of my organisation. I have disclosed to IMI any new links to Public Bodies and Public Officials.

3. I am not aware of any new investigations or allegations relating to bribery and/or corruption made against my organisation or individuals associated with my organisation.

4. I understand the prohibition against engaging in Improper Payment Activity and/or making Facilitating Payments.

Please report any changes/ violations here:

I confirm that the information I have provided above remains true and accurate to the best of my knowledge.

I confirm that if I should learn of any information regarding any such violation, I will immediately advise IMI of my knowledge or suspicion.

Name
Title
Signature
Date
Appendix C: Trade Marks and Website Criteria

List of trade names and trademarks the Distributor is authorized to use:

IMI®, NORGREN®, BUSCHJOST®, FAS®, HERION®, MAXSEAL®

Trade Marks

1. NORGREN grants to the Distributor the non-exclusive right, in the Territory, to use the Trade Marks in the promotion, advertisement and sale of the Products and for no other use or purpose, subject to, and for the duration of, the Distributor Agreement between the parties.

2. The Distributor shall not sub-license, transfer or otherwise deal with the rights granted in respect of the Trade Marks.

3. The Products shall at all times be advertised and sold under the Trade Marks. The Distributor may use the Trade Marks and advertise the Products on the Website (any website operated by or on behalf of the Distributor which refers to IMI, the Products and/or the Trade Marks), and otherwise, provided that it complies with any guidelines and instructions set by NORGREN.

4. All representations of the Trade Marks that the Distributor intends to use shall be submitted for approval to, and shall be approved by, NORGREN in writing before use.

5. The Distributor shall not, without the prior written consent of NORGREN, alter or make any addition to the labelling or packaging of the Products. The Distributor shall not alter, deface or remove any reference to the Trade Marks, any reference to NORGREN, IMI or any other name displayed on the Products or their packaging or labelling.

6. NORGREN makes no representation or warranty as to the validity or enforceability of the Trade Marks nor as to whether they infringe any Intellectual Property Rights of third parties in the Territory.

7. At NORGREN’s request, the Distributor shall immediately enter into any document necessary for the recording, registration or safeguarding of NORGREN’s Trade Mark rights with NORGREN or the marketing of the Products under the Trade Marks in a form satisfactory to NORGREN.

8. The Distributor agrees to comply with the following terms:

8.1 The Distributor agrees that:

8.1.1 no Trade Mark shall be used in any other manner by Distributor;

8.1.2 no rights in any NORGREN or IMI trademark or trade name, including but not limited to, in the Trade Marks are transferred to the Distributor; and

8.1.3 no use of any Trade Mark will be made by Distributor after the expiry or termination of the distributor agreement.

8.2 NORGREN has the unilateral right, in its sole discretion, to amend this Appendix C from time to time provided it gives the Distributor written notice of such amendments.

8.3 The Distributor agrees not, at any time, either during the Term or after it, to use, register or apply to register any trademark which is the same as or confusingly similar in sound, appearance or meaning to any name, trademark or trade name of NORGREN or IMI, including but not limited to, the Trade Marks. The Distributor further agrees that if it acquires any rights in any trade mark similar to any name, trademark or trade name of NORGREN or IMI, including but not limited to, the Trade Marks, it hereby assigns such rights by way of present assignment of future rights to NORGREN or IMI at no expense to NORGREN or IMI. The Distributor agrees not to use “NORGREN” or the name of any IMI company as or in its company or trading name.

8.4 The Distributor agrees not to apply the Trade Marks to any goods whatsoever or remove those applied by NORGREN without NORGREN's prior written permission and any such permission will lapse on expiry or termination of the distributor agreement.

8.5 The Distributor shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity or NORGREN's or IMI’s reputation.

8.6 The Distributor shall promptly give notice in writing to NORGREN if it becomes aware of any infringement or suspected infringement of the Trade Marks or any other Intellectual Property Rights relating to the Products within the Territory; or any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trade Marks, infringes the rights of any third party.

8.7 NORGREN may, in its absolute discretion, decide what action to take in respect of any matter notifiable under paragraph 8.6 and may decide to take over the sole conduct and control of any legal action, claim or settlement. The Distributor shall (at its own cost) provide NORGREN with such support and assistance as NORGREN may reasonably require in order to allow NORGREN to take action or defend any third party claim pursuant to this paragraph.
8.8 The Distributor agrees to communicate promptly in writing to NORGREN any inventions, improvements or developments related to the manufacture or use of Products conceived by the Distributor, or of which the Distributor becomes aware of during the Term, and for one year after the end of the distributor agreement and grants NORGREN an irrevocable, non-exclusive royalty-free license to make use and sell anywhere in the world all such inventions, improvements and developments.

Website Criteria
8.9 The Website must have an appearance in keeping with any brand guidelines issued from time to time by NORGREN and in particular:
8.9.1 Products should be afforded a prime position within the Website which should be comparable to or better than competing brands;
8.9.2 Products should be afforded sufficient on-line space to showcase the range of Products available, the Products themselves and visual merchandising;
8.9.3 Products should be exhibited using appropriate Marketing Materials;
8.9.4 the look and feel of the Website should be appropriate for the purpose of selling branded Products; and
8.9.5 other goods sold via the Website must be in keeping with the Products and not detract from them.

8.10 Use of any Trade Mark in a way that confuses a customer as to who it is dealing with or is detrimental to NORGREN or to IMI's Group is not permitted.

8.11 In any sense other than as a badge of origin of the Products, display of any logo or word on the Website that is a registered trademark of NORGREN or IMI or of any person from whom NORGREN or IMI is granted rights to distribute Products or otherwise associated with the Products is not permitted.

8.12 Registration of a URL/domain name by or on behalf of or for the benefit of the Distributor or any third party including any Trade Mark or any words or designation which might be confused with a Trade Mark is not permitted.

8.13 Use of links by which anyone accessing the Website clicks on a link bearing a Trade Mark which directs that person to any pages on the Website or any other web pages which are not exclusively devoted to the display of Products is not permitted.

8.14 Use of metatags, keywords or sponsored links (and any other identifying codes or designations, aliases or nicknames) in relation to the Website is permitted only to the extent that such use does not infringe the rights of NORGREN or IMI or any person from whom NORGREN is granted rights to distribute Products.

8.15 The Website shall include a clear and obvious notice in a form approved by NORGREN making clear to all persons accessing the Website that the Distributor is an authorized distributor of the Products but otherwise has no connection with NORGREN or any person from whom NORGREN is granted rights to distribute Products.