



## ONLINE SELLER APPLICATION & AGREEMENT

All questions must be answered in full and truthfully. Incomplete answers will result in applicants being declined for the Authorized Online Seller program.

\*Company Name:

\*Entity Type:

\*DUNS:

\*DBA/Trade Name:

\*State of Incorporation:

\*EIN:

\*Your Name:

\*Telephone:

\*Your Title:

\*Email:

\*Company Physical Address:

Company Mailing Address:

\*Release Certification Number:

\*Resale Certificate Issuing State:

\*Please identify all websites or mobile applications through which you wish to market for sale and sell Ingersoll Rand Company Products:

\*Do you wish to sell Ingersoll Rand POWER TOOLS online?

\*Have you ever declared bankruptcy?

Yes No

Yes No

\*Do you wish to sell Ingersoll Rand AIR COMPRESSORS online?

\*Are you involved in pending lawsuits?

Yes No

Yes No

\*Has any company in which any of your principals have an ownership interest ever declared bankruptcy?

Yes No

\*Signature

Please return this signed application to selleradministrator@irco.com

### INGERSOLL-RAND COMPANY AUTHORIZED SELLER AGREEMENT

By submitting this Ingersoll-Rand Company Authorized Online Seller Application (the "Application"), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and Ingersoll-Rand Company ("Company") have executed the attached Ingersoll-Rand Company Authorized Online Seller Agreement. Submitting this Application does not authorize Applicant to sell Ingersoll-Rand Products on the Requested Websites, and Company has no obligation to accept Applicant's request to sell Ingersoll-Rand Products on any or all of the Requested Websites. If Applicant is approved to sell Ingersoll-Rand Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Ingersoll-Rand Company Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by selecting "I Accept" following the Ingersoll-Rand Company Authorized Online Seller Agreement.

## **INGERSOLL RAND AUTHORIZED ONLINE SELLER AGREEMENT**

This Ingersoll Rand Authorized Online Seller Agreement (the "Agreement") is hereby entered into by and between IR Canada Sales & Service ULC ("Company") and the undersigned Reseller ("Reseller" or "you") (collectively, the "Parties" and individually, a "Party"). The "Effective Date" of this Agreement is the date this Agreement is accepted by Company after being agreed to by you.

1. **Modification of the Terms.** By entering into this Agreement, Reseller affirms its agreement to adhere to the terms in the currently effective Ingersoll Rand Authorized Reseller Policy, Ingersoll Rand Authorized Third-Party Reseller Policy or Ingersoll Rand Brand Protection Policy, as applicable to Reseller (the "Terms"). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain 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 Terms.
2. **Authorization of Online Sales.** Other than websites that may be defined in the Terms as "Permissible Public Websites," the Terms prohibit the sale of the Products on any website, online marketplace, mobile application, or other online forum without Company's prior written consent. Company's execution of this Agreement constitutes its consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such consent. Subject to and to the extent provided by the terms and conditions herein, including the Online Sales Guidelines attached hereto as Exhibit A, Reseller may market for sale and sell Products online solely and exclusively at the website(s) and/or mobile application(s) identified as approved by Company in the Application for Website Approval above or designated as Permissible Public Websites in the Terms (collectively, the "Authorized Websites"). Reseller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum.
3. **Intellectual Property.** The license granted to Reseller in the Terms to use the Trademarks and other Ingersoll Rand intellectual property is hereby amended to authorize use of the Trademarks and other Ingersoll Rand intellectual property on the Authorized Websites, subject to the additional quality controls contained herein. Reseller must comply with Company's Trademark standards and any other guidelines related to use of Company's intellectual property on the Authorized Websites ("Brand Guidelines") as Company may amend from time to time. Reseller acknowledges that it owns no right, title, or interest in any of the Trademarks or other Ingersoll Rand intellectual property except as granted in the Terms or herein. Reseller's license to use the Trademarks and other Ingersoll Rand intellectual property on the Authorized Websites shall be revoked immediately upon termination of this Agreement.
4. **Termination.** Company, in its sole and absolute discretion, may terminate its approval for Reseller to market and sell Products at one or all of the Authorized Websites, and Reseller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Reseller's authorization to use the Trademarks or other Ingersoll Rand intellectual property on such website(s) shall be revoked. Company may terminate this Agreement with written notice at any time. On termination of Reseller's status as an Authorized Third-Party Reseller or Authorized Retailer pursuant to the Terms, this Agreement shall terminate automatically, and Reseller shall immediately cease all marketing and sales of Products on the Authorized Websites.
5. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Terms or Sections 2 (Authorization of Online Sales), 3 (Intellectual Property), or 4 (Termination) of this Agreement, it is agreed and understood that Company 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 this Agreement 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 of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Company to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Company's right to fully enforce any or all provisions and parts thereof.
6. **Indemnification.** Except as otherwise provided herein, Reseller shall, and hereby does, indemnify, defend, save and hold harmless Company, and its directors, officers, employees, shareholders, 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, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, 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 Agreement by Reseller, or (b) the negligence or willful misconduct of Reseller or its officers, employees, agents or contractors.

7. **Miscellaneous.**

- (a) **Modification.** Company reserves the right to update, amend, or modify this Agreement upon written notice to Reseller. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Reseller's acceptance of the amendments.
- (b) **Waiver.** No waiver of any breach of any provision of this Agreement 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.
- (c) **Severability.** If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.
- (d) **Assignment.** This Agreement may not be assigned or transferred by Reseller without the prior, written consent of Company. Company is entitled to assign this Agreement, in whole or in part, without Reseller's consent, to any Company-affiliated entity or to any entity to which Company sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.
- (e) **Entire Agreement.** This Agreement, the Terms, and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.
- (f) **Construction.** The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.
- (g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (h) **Governing Law.** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada.
- (i) **Confidentiality.** This Agreement, and its attachments, if any, constitute confidential, proprietary information of Company 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 Company.
- (j) **Survival.** The following provisions shall survive the termination of this Agreement: Section 3 (Intellectual Property); Section 6 (Indemnification); Section 7(h) (Governing Law); Section 7(i) (Confidentiality); Section 7(j) (Survival); Section 7(k) (Dispute Resolution); and Section 7(l) (Waiver of Jury Trial).
- (k) **Dispute Resolution.** In the event of a dispute over the terms or performance under this Agreement, the Parties expressly submit to personal jurisdiction and venue in the courts of the Province of Ontario. In the event of a breach or threatened breach of this Agreement by Reseller, Reseller is responsible for Company's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.
- (l) **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 THIS AGREEMENT 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.
- (m) **Language.** The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

The Parties have caused this Ingersoll Rand Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.