



Authorized Reseller Terms & Conditions

These Terms & Conditions govern Darex, LLC dba Work Sharp's ("Work Sharp", "we" or "us") authorization of You ("Authorized Reseller" or "Work Sharp Authorized Reseller" or "You") as an authorized reseller of Work Sharp products (the "Products").

By purchasing Products from Work Sharp for re-sale, You acknowledge and accept these terms and conditions. If You do not agree to these terms and conditions, do not purchase the Products.

1. First Order Minimum Purchase – Upon approval as an Authorized Reseller, You must purchase a minimum of \$500 in product for Your first order. First orders must be received within two weeks of notification that You have been approved as an Authorized Reseller.
2. Annual Order Minimum Purchase – To maintain Authorized Reseller status, You must purchase \$1500 in product annually. If You do not purchase during a calendar year (January 1 – December 31), You must reapply for Authorized Reseller status, unless pre-approved in writing by Work Sharp.
3. Minimum Order – The minimum order threshold (aside from First Order Minimum Purchase) is \$250.
4. Late Payment Penalty – Work Sharp reserves the right to assess a late payment fee for any payments not received by the posted due date on the invoice.
5. Disclosure Requirements – As an Authorized Reseller, You must provide to Work Sharp all affiliate businesses, websites, DBA's, etc. related to Your Company.
6. Authorization - Authorization is granted solely to the specific business entity named in the approved application. Authorization does not extend to any affiliated, sister, parent, or subsidiary companies, nor to any additional business locations, websites, or online storefronts, unless each has independently applied for and been granted Authorized Reseller status by Work Sharp.
7. Reseller Policies. As an Authorized Reseller, You agree to comply with all Work Sharp Authorized Reseller Policies applicable to You, as those policies may be amended or updated by Work Sharp from time to time in its reasonable discretion. Work Sharp will provide notice of any material changes to such policies. Failure to comply with applicable Work Sharp Authorized Reseller Policies constitutes a material breach of these Terms and Conditions and may result in suspension or termination of your authorization to purchase or resell Work Sharp Products.
8. Annual Contact Updates – Work Sharp requires annual contact updates for Your

company that includes but is not limited to accounting, receiving, buyer and marketing contacts.

If you have any questions about these Terms & Conditions, please contact us at:

Work Sharp
210 E. Hersey St
Ashland, Oregon 97520
Phone: 800-597-6170 ext. 9508
sales@worksharptools.com



Work Sharp Minimum Advertised Price (MAP)

MAP Policy - US

Darex, LLC dba Work Sharp (“Work Sharp”, “we” or “us”) has unilaterally adopted this Minimum Advertised Price (“MAP”) policy which applies to dealers, retailers, and resellers who resell Work Sharp products and or product components in the United States (collectively, “Resellers”). Resellers should understand this MAP policy and abide by it.

Work Sharp utilizes a MAP monitoring software that allows us to track web listings for our products and know who first violated MAP and any Resellers who followed suit. Work Sharp, at its sole discretion, reserves the right to limit and/or discontinue doing business with any Reseller and/or customer that advertises any product at a price lower than the MAP.

The MAP policy remains in effect at all times, including when a Reseller chooses to discontinue or liquidate a product. MAP pricing only dissolves when Work Sharp has formally announced, in writing, an official end date to the MAP policy for that specific product.

This MAP policy applies to the marketed price of the product. Work Sharp does not and will not impose or enforce specific pricing with respect to the actual re-sale of products.

The Reseller retains the right to sell products at any price they deem appropriate. Pricing on an internet site is considered a “marketed price” and subject to the MAP policy. The MAP policy does not apply to in-store advertisement or in-store everyday pricing.

Work Sharp may choose to offer special promotions on certain products and adjust the pricing associated with the MAP policy or suspend the policy.

If you have any questions about this MAP policy, please contact us at:

Work Sharp
210 E. Hersey St
Ashland, Oregon 97520
Phone: 800-597-6170 ext. 9508
policyenforcement@worksharptools.com

Work Sharp Brand Policy

This Brand Policy (the “Policy”) governs Darex, LLC dba Work Sharp (“Work Sharp”, “we”, or “us”) authorization of Work Sharp authorized resellers and Work Sharp authorized distributors (“Work Sharp Authorized Seller” or “You”) to use Work Sharp brand assets in the nature of words, phrases, symbols, designs, marketing materials, downloadable content, and other features that uniquely identify Work Sharp products and services in the market (collectively “the Brand Assets”). IF YOU ARE NOT A WORK SHARP AUTHORIZED SELLER, DO NOT USE THE BRAND ASSETS.

Brand Assets

Some examples of the Brand Assets include the registered word marks “Work Sharp®”, “Drill Doctor®”, and our logos:



Other examples of the Brand Assets include the following word marks:

- Edge-Vision™
- Pivot-Response™
- Tri-Brasive™
- Convex Carbide™
- Benchstone®
- Precision Adjust™

You may:

- Use the Brand Assets to refer to the appropriate Work Sharp products and services.
- Use our registered word marks verbatim as shown above, including, but not limited to, using the ® symbol, capitalization, spacing, orientation, hyphens, and punctuation
- Maintain the shape, position, color, and orientation of our logos without alteration or modification.
- Use our unregistered word marks verbatim as shown above, including but not limited to, using the TM symbol, capitalization, spacing, hyphens, and punctuation.

You may not:

- Use the Brand Assets in a way that suggests or implies partnership, sponsorship or endorsement by Work Sharp brands.
- Incorporate the Brand Assets, or anything confusingly similar, into Your or third-party trademarks, domain names, logos or similar content.
- Feature the Brand Assets on materials associated with (i) unlawful activity, (ii) content which is negative, disparaging or otherwise harmful to Work Sharp or its users.
- Seek to register or otherwise obtain protection for the Brand Assets, or any mark confusingly similar thereto
- Make any modification to the Brand Assets without obtaining prior written consent of Work Sharp.
- When using a Brand Asset, never vary the spelling, add or delete hyphens, or use a possessive or plural form.

- Use our logos in conjunction with third party trademarks or to imply Work Sharp's endorsement of, support for, or participation in, events, products or activities.

You agree to permit Work Sharp reasonable inspection of all uses of the Brand Assets by You upon request and at no costs or expense to Work Sharp. Failure to abide by this Policy may lead to termination of Your authorization to use the Brand Assets and/or termination of Your status as a Work Sharp Authorized Seller. We may modify this Policy without prior notice by posting the most recent version on our website. You're responsible for following any modified terms, so be sure to review this Policy regularly. Visit our website for the most current revision: www.worksharptools.com or www.drilldoctor.com.

All Brand Assets are provided by Work Sharp "As Is." Work Sharp makes no warranties, express, implied or statutory, regarding the accuracy, completeness, performance, merchantability, fitness for use, non-infringement, or other attributes of its Brand Assets. Work Sharp owns all proprietary and intellectual property rights associated with the Brand Assets. All use of the Brand Assets by You ensures to the benefit of Work Sharp.

If You have any questions about this Policy, please contact us at:

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210 E. Hersey St
Ashland, Oregon 97520
Phone: 800-597-6170 ext. 9508
dealer@worksharptools.com



US Authorized Reseller Policy

This Authorized Reseller Policy (the “Policy”) governs Darex, LLC dba Work Sharp’s (“Work Sharp”, “we” or “us”) authorization of You (“Work Sharp Authorized Seller” or “You”) as an authorized reseller of Work Sharp products (the “Products”). By purchasing Products from Work Sharp for re-sale, You accept the terms and conditions contained in this Policy. If You do not agree to these terms and conditions, do not purchase the Products.

1. Authorized Reseller Status. Subject to Your adherence to this Policy and written approval by Work Sharp, Work Sharp authorizes You to be an authorized reseller of the Products (“Authorized Reseller” or “Work Sharp Authorized Reseller”) within the Territory (defined below). As a Work Sharp Authorized Reseller, You may represent Yourself to customers and prospective customers as a Work Sharp Authorized Reseller. You may also qualify for certain Work Sharp benefits, including, but not limited to, promotions, information, materials, services, and/or original manufacturer’s warranties. Work Sharp has the right, at any time and for any reason, to terminate Your status as a Work Sharp Authorized Reseller and to terminate any associated benefits. Authorization is granted solely to the specific business entity named in the approved application. Authorization does not extend to any affiliated, sister, parent, or subsidiary companies, nor to any additional business locations, websites, or online storefronts, unless each has independently applied for and been granted Authorized Reseller status by Work Sharp.
2. Sales to End Users. You may only offer for sale and sell Products intended by Work Sharp for sale in the United States to end users in the United States (“Territory”). You must refer all inquiries regarding prospective purchasers outside of the Territory to Work Sharp.
3. Unauthorized Sales. You may not offer or sell Products to any purchaser who You know or have reason to know intends to re-sell the Products. You may not sell to any end user a quantity of the Products greater than that normally purchased by an end user for personal use. Except as expressly authorized in writing by Work Sharp, **You may not offer, advertise, or sell Products through and/or to Internet sites or marketplaces, including, but not limited to: Amazon.com, Alibaba.com, Wish.com, Walmart.com, HomeDepot.com, drop-ship accounts, social media, and/or social media forums.** Products sold to unauthorized purchasers and Products sold through unauthorized channels may not be eligible for certain Work Sharp benefits, including, for example, promotions and original manufacturer warranties. If You become aware, or reasonably suspect, any purchaser is purchasing and reselling or distributing Products in a manner not authorized by Work Sharp,

You must immediately notify Work Sharp in writing by sending an email to policyenforcement@worksharptools.com; and, if applicable, immediately cease selling to such purchaser and take such other action as reasonably required by Work Sharp.

4. Quality Control Measures. To protect Work Sharp's goodwill and ensure Product quality, Product authenticity, and a positive customer experience:

- You must inspect Products upon receipt and during storage for damage, defect, evidence of tampering, or another non-conformance. If You identify any non-conformance, You must not offer the Product for sale and must report the non-conformance to Work Sharp at dealer@worksharptools.com.
- You must sell Products in their original packaging.
- You must not relabel, physically repack (including physical separation of bundled products or the physical bundling of products), or alter or modify any Product or Product packaging.
- You must not virtually bundle any Product without the express prior written approval of Work Sharp.
- You must not tamper with, deface, or alter serial numbers, batch or lot codes, UPC codes, or any other identifying information on Products or their packaging.
- You must not remove, translate, or modify the contents of any label or literature on or accompanying the Product.
- You must cooperate with Work Sharp in any recall of Products or other consumer safety communications
- You must convey policy updates and other information for the Products to Your customers upon request by Work Sharp.
- You must not advertise, market, display, or demonstrate non-Work Sharp products with the Products in a manner likely to cause consumers to confuse the source, affiliation, sponsorship, or approval of the non-Work Sharp products by Work Sharp.

5. Information and Reports. You must maintain accurate and up-to-date information regarding your adherence to this Policy. You must provide reports or other information Work Sharp may request concerning a particular Product to determine and/or verify your purchase date of the Product, the location where the Product was purchased, the location where the Product was stored, where the Product was sold, the identity of a purchaser of the Product, and the dates on which You sold or shipped the Product to the purchaser. If any significant quantity of Products You purchase are lost or stolen, You must promptly

report such event to Work Sharp. You must provide Work Sharp with any supplemental information, documents, and reports that Work Sharp may request in order to validate Your adherence to this Policy and to support Work Sharp's customer support efforts.

6. Customer Service. Your sales personnel must be trained to accurately describe, demonstrate, and sell each Product kept in Your inventory. You must present Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Work Sharp.

7. Product Warranty. Work Sharp may extend an original manufacturer's warranty to authorized purchasers of certain Products. You may not modify or alter this original manufacturer's warranty, represent, or characterize the original manufacturer's warranty in any misleading manner, or extend Your own warranty with respect to the Products. **Unauthorized sales of the Products under this Policy void any otherwise applicable original manufacturer's warranty of the Products.** For additional information on Work Sharp's original manufacturer's warranty and eligibility requirements, email dealer@worksharptools.com or call 800-418-1439. With exception of its original manufacturer's warranty (if any), WORK SHARP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. WORK SHARP SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

8. Compliance with Applicable Laws. You must comply with all applicable laws, rules, regulations, and policies related to advertising, sales, and marketing of the Products.

9. Minimum Advertised Price (MAP) Policy. Work Sharp has a MAP policy that applies to all Work Sharp Authorized Resellers within the United States ("Work Sharp MAP Policy"). If You are a Work Sharp Authorized Reseller within the United States, You should comply with the Work Sharp MAP Policy. Click [here](#) to read the Work Sharp MAP Policy.

10. Work Sharp Brand Materials. Work Sharp owns all proprietary rights in and to trademarks, service marks, trade dress, copyrights, and other intellectual property rights associated with Work Sharp and the Products (collectively the "Work Sharp Brand

Materials”). Work Sharp has a brand policy that governs Your use of the Work Sharp Brand Materials (“Work Sharp Brand Policy”). This paragraph is intended to inform You of the Work Sharp Brand Policy. You must adhere to the Work Sharp Brand Policy and receive prior written approval from Work Sharp to use the Work Sharp Brand Materials. All goodwill arising from Your use of the Work Sharp Brand Materials shall inure solely to the benefit of Work Sharp. Click [here](#) to read the Work Sharp Brand policy.

11. Confidential Information. You may have access to or become acquainted with confidential information of Work Sharp, including, but not limited to, pricing, products, business operations, marketing strategies, and customer or sales data. You agree to use this information solely in connection with this Policy, protect it, not disclose it to third parties without prior written consent of Work Sharp, and not use such information in competition with Work Sharp. Notwithstanding the foregoing, you may disclose such information if required by a subpoena or other legal process, provided that you promptly notify Work Sharp when such disclosure is initially sought.

12. Termination. If You fail to abide by any term or condition of the Policy, Work Sharp may immediately terminate its relationship with You and refuse to sell You Products, Work Sharp may also terminate or suspend Your status as a Work Sharp Authorized Reseller, along with all benefits associated with being a Work Sharp Authorized Reseller. Upon termination, for any reason, You must immediately stop representing Yourself as an Work Sharp Authorized Reseller, disclaim all benefits (including coverage under original manufacturer’s warranties) associated with being a Work Sharp Authorized Reseller, and stop use of and return all information and materials that may give the impression You have any affiliation with Work Sharp. Upon termination or revocation of Authorized Reseller status, Work Sharp reserves the right, at its sole discretion, to repurchase any remaining inventory of Work Sharp and/or Drill Doctor products held by the Reseller at the original purchase price less any applicable discounts or allowances, within 30 days of termination. The Reseller must immediately cease all sales, marketing, and online listings of Work Sharp or Drill Doctor products, including removal of all related content from websites, marketplaces, and digital advertising within 72 hours of termination notice.

13. Miscellaneous. Work Sharp reserves the right to update, amend, or modify this Policy

at any time. Unless otherwise provided, such amendments will take effect immediately and Your continued use, advertising, offering or sale of Products, use of the Work Sharp Brand Materials, or use of any other information or materials provided by Work Sharp to You as a Work Sharp Authorized Reseller will be deemed Your acceptance of the amendments. This Policy is not intended to prejudice Work Sharp's rights to pursue alternative or additional measures available to it under the relevant laws.

14. Contact Us. If You have any questions about this Policy, please contact us at:

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