



**PUMP COMPANY**

*Zoeller Family of Water Solutions™*

# Sales Bulletin

To: All Distributors and Representatives  
Date: 08/02/2013  
Subject: Distributor Resale & eCommerce Agreement

---

In an effort to maintain the strength and reputation of the Zoeller brand, as a brand exclusive to the professional trade, ZOELLER PUMP COMPANY LLC. has instituted a Distributor Resale and eCommerce Agreement. The intent of the Agreement is to protect our distributors, professional installers and their end-users.

The creation of this policy is due in part to a small handful of existing wholesale customers who have chosen to resale our product to big box accounts such as Home Depot. One result in this action is the perception, at both the distributor and contractor level, that we are directly selling our professional trade brand to retail outlets, by passing the wholesaler and contractor to the end- user. Despite what our competition may be saying, I can assure you we are not.

We recognize that markets and distribution channels change. We trust this new policy will help ensure our loyalty to the trade and further strengthen the Zoeller brand in your eyes and the eyes of our mutual customers.

Thank you for your business,

Scott A. Sweeney  
Director of Sales



Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.

**PUMP COMPANY**

*Zoeller Family of Water Solutions®*

**MAIL TO:** P.O. BOX 16347 • Louisville, KY 40256-0347  
**SHIP TO:** 3649 Cane Run Road • Louisville, KY 40211-1961  
(502) 778-2731 • 1 (800) 928-PUMP • FAX (502) 774-3624

**Date:** August 1, 2013

---

# POLICY

---

**Effective:** August 1, 2013  
**Supersedes:** New

---

**TO:** All Zoeller Company Distributors

**SUBJECT:** Distributor Resale & eCommerce Agreement

In an effort to maintain the strength and reputation of the Zoeller® brand, as a brand exclusive to the professional trade, ZOELLER PUMP COMPANY LLC. ("Zoeller"), is instituting this Distributor Resale and eCommerce Agreement (the "Agreement"). The intent of the Agreement is to protect our distributors, professional installers and their end-users.

**Terms of Agreement:**

1. The Zoeller® brand is purposely intended for the professional trade. Wholesaler/distributor does not have permission to use or alter any copyrighted material, unregistered or registered trademarks or service marks, product or brand images, or other intellectual property belonging to Zoeller without Zoeller's prior written consent.
2. Wholesaler/distributor agrees to sell Zoeller products only through established distribution channels, including, but not limited to, the following: licensed plumbing professionals, mechanical & plumbing contractors, septic installers and end-users.
3. Wholesaler/ distributor agrees that it will not, without first obtaining Zoeller's written permission, resell Zoeller products through any other distribution channels including, but not limited to, the following: national retail outlets and/or eCommerce such as The Home Depot, Lowe's, Wal-Mart, E-bay, Craigslist, and Amazon.
  - a. If found in violation Zoeller reserves the right to immediately terminate its relationship with the wholesaler/distributor.
  - b. Zoeller also reserves the right to provide a warning and/or alter the wholesaler/distributor net pricing in lieu of termination based on the severity of the violation and damage to the Zoeller® brand and image.
4. Wholesaler/ distributor agrees that any eCommerce/online resale will be made under the wholesaler/distributor's name only and only in the agreed upon distribution channels unless wholesaler/distributor has prior authorization in writing from Zoeller.
5. Zoeller reserves the right of prior approval with respect to any advertisement in any form pertaining to the sale of its products.
6. Wholesaler/distributor engaging in eCommerce agrees to our advertised internet price policy as stated below.
  - a. Zoeller list price is defined as the current list price published in the most current Zoeller catalog. The minimum price on the Internet shall not be lower than 10% of the current list price.
  - b. Resellers must update their advertised web price on the date that Zoeller price updates become effective.
  - c. If one or more Zoeller products are advertised on the web in a non-password protected format or in a non-shopping cart format for distribution at a price lower than the minimum advertised price (list, less 10%) Zoeller reserves the right to immediately terminate its relationship with the wholesaler/distributor. Zoeller also reserves the right to alter the wholesaler/distributor net pricing in lieu of termination.
7. Zoeller currently plans to follow the sequence below for violations of this Distributor Resale and eCommerce Agreement. This sequence may be altered upon agreement with Zoeller.
  - First violation: Written warning for compliance with 30 days.
  - Second violation: Contact by regional manager to discuss violation and establish formal corrective action plan within 10 days, including change to customer discount level.
  - Third violation: Termination of partnership.
8. Zoeller reserves the right to amend this Agreement at any time at its sole discretion.