



TRADE PROGRAM

Terms and Conditions

Last updated: December 30, 2020

The following are the Terms and Conditions (“Terms,” or “Terms and Conditions”) for the FLOW WALL® Trade Program (“the Program”) with RST Brands, LLC (“Company”). The Terms apply to all individuals and entities (“Member,” or “Members”) accepted into the Program pursuant to the Terms below.

1. Terms and Conditions

The Company reserves the right to modify these Terms, including Membership Eligibility, at any time without notice. All changes will be effective upon posting such changes on the Company website or any other manner in the Company’s reasonable discretion, including notification by electronic mail or U.S. mail. The Member agrees that the Member’s continued involvement in the Program after such changes constitutes the Member’s acceptance of such changes. If the Member does not agree with any of the changes to these Terms, the Member must terminate Member’s enrollment in the Program pursuant to Section 15.

2. Purpose of the Program

The Company wants to build relationships with individuals and entities operating in construction, finishing, and design and other relevant trades and businesses. The Company created the Program to offer discounts on the Company’s products listed on www.flowwall.com. An ideal and eligible Member for the Program is an accredited professional contractor, including, but not limited to, an epoxy floor installer, professional organizer, home builder, general contractor, cabinet manufacturer, interior designer, or architect.

3. Membership Eligibility

The Member must complete an Application Form and be accepted into the Program. As part of the Application Form, the Member must provide the following information:

- Member Name
- Member Address [address, city, state, zip code]
- Email
- Company Name (if applicable)
- Owner Name (if applicable)
- Company Address [address, city, state, zip code] (if applicable)
- Federal Tax I.D. (if applicable)

In addition, as part of the Application Form, the Member must provide either:

- a) A copy of the Member's or Member's Company's Business License or Resale Certificate showing proof of applicant's business; or
- b) Proof of membership (via a copy of a membership card or other reasonable identification proving membership) in one of the following Professional Organizations:
 - AIA (American Institute of Architects);
 - ASID (American Society of Interior Designers);
 - CID (Certified Interior Decorators International);
 - IDS (Interior Design Society);
 - IIDA (International Interior Design Association); or
 - Other relevant associations not listed above (subject to approval by the Company).

The Member has on going duty to provide the Company notice of any changes to the information in the Member's Application Form. This includes all changes to contact information, Business License or Resale Certificate, or membership in the Professional Organizations. If the Member fails to provide changed or updated information in the Member's Application Form, the Member risks breaching these Terms and/or having its membership terminated.

4. Membership for Entities

Unless specifically authorized by the Company in writing, if an entity is a Member of the Program, each individual in the entity must meet the Membership Eligibility requirements and be accepted individually into the Program to utilize the Program Discount (Section 6 below).

5. Assignment

The Member may not assign any rights or obligations under these Terms or its eligibility requirements, by operation of law or otherwise, without prior written consent from the Company. Subject to this restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

6. The Program Discount

- a) Members will receive a 20% discount (the "Discount") off full-priced merchandise and products from www.flowwall.com.
- b) The Discount percentage is non-negotiable.
- c) The Member is the only individual or entity authorized to make purchases using the Discount.

- d) The Discount may not be combined with any other offer, coupons or promotions, and cannot be applied to reduce price, sale, closeout, or clearance merchandise unless stated in writing by the Company.
- e) The Discount is not applicable toward purchases of Gift Cards, eGift Cards, services, shipping and handling, taxes or other fees, and non-merchandise charges.
- f) The Discount does not apply to any purchases made prior to enrollment in the Program.
- g) The Discount is not redeemable for cash.
- h) The Company reserves the right to limit which merchandise is eligible for the Discount at any time and at the Company's sole discretion.

7. Purchase and Payment Terms

The Member will be provided an account on www.flowwall.com from the Program to apply the Discount. For online purchases, the Member applies the Discount by using its account on www.flowwall.com when purchasing merchandise.

Members may not apply the Discount to purchases unrelated to the Member's trade or profession.

Members are responsible for payment of all taxes, service charges and other fees on the discounted amount, in accordance with any applicable laws and regulations.

Product returns are subject to the applicable return policy and will be credited (as applicable) at the membership discount rate. The return policy can be found at www.flowwall.com/terms-and-conditions.

8. Member Obligation to Promote Flow Wall® Products

All Members shall use best efforts to stimulate interest in and encourage use of Flow Wall® products to the Members' customers/clients. In particular, and without limiting the generality of the foregoing, the Member shall (1) direct its customers/clients to www.flowwall.com, and (2) at no time make false, misleading, or disparaging representations regarding Flow Wall® products or any Company brand products.

9. Product Changes

The Company may at any time add, change, or cease making products available without notice to the Member and the Member shall have no claim against the Company for failure to furnish a product of the model, design, or type previously sold.

10. Tax-Exemption Purchases

Taxes will be refunded on eligible orders once the bill of lading is provided.

11. Resale Restrictions

The Member represents, warrants and covenants that the Member, including its agents, affiliates, directors, officers, and employees, will only use products purchased using the Discount to provide services to its customers in the ordinary course of Member's stated business. The Member shall not resale Flow Wall® products and merchandise on the Member's direct website or any third-party online marketplace, including, but not limited to, Overstock.com, Amazon.com, Walmart.com and eBay.com.

Further, the Member represents, warrants and covenants to the Company that the Member, including its agents, affiliates, directors, officers, and employees, will not resale Flow Wall® products purchased using the Discount to third parties so that third parties may resale the products for financial gain.

The Member acknowledges the Company has set prices and entered these Terms in reliance upon Member's agreement not to resale the products in violation of these terms, and that the same forms an essential basis of the bargain between the parties. Therefore, any resale of products, purchased using the Discount, in violation of these Terms shall constitute a material breach of these terms and the Company shall have the right to immediately terminate Member's membership in the Program and the Company is entitled to damages subject to Section 12.

If member seeks to endeavor to sell products online through product links, please inquire about our Affiliate program at www.flowwall.com/fwl-affiliate-program

12. Damages

The Member's violation of these Terms will cause the Company to incur substantial economic damages and irreparable harm and losses of types and in amounts which are difficult to compute and ascertain with certainty. Accordingly, any violation of these Terms, specifically the violation of Section 11, will result in damages at a minimum in the amount of the purchase price of all products purchased by the Member using the Discount over the year prior to the violation. Damages will include Member's full purchase price plus the Discount amount. In addition, the Company shall be entitled to obtain any additional actual and consequential damages from the Member, as well as injunctive or other equitable relief against the Member.

13. Initial Term

Unless otherwise terminated pursuant to Section 15, these Terms are valid for one calendar year after the date an applicant becomes a Member of the Program ("Initial Term").

14. Renewal Term

Unless otherwise terminated pursuant Section 15, these Terms shall renew at the end of the Initial Term and shall thereafter continue for successive annual periods.

15. Termination of Membership

The Member may terminate its membership in the Program and these underlying Terms by delivering written Notice of Termination to the Company. Termination shall be effective on the thirtieth (30th) day after the date of actual receipt of such notice by the Company.

The Company may terminate the Program or the Member's membership in the Program, with or without cause. Termination is effective immediately upon notice to the Member.

16. Intellectual Property

The Company's products may bear certain trade names, trademarks, trade devices, logos, codes or other symbols of the Company (the "Trademarks"). Company hereby grants to the Member the non-exclusive, royalty-free right to use the Trademarks for the purpose of carrying out the activities described in these Terms, provided that the Member will not be entitled to conduct business under any of the Trademarks or derivatives or variations thereof. All use will ensure to the benefit of the Company and will not vest in the Member any rights in or to the Trademarks. Failure to comply with this requirement shall be grounds for termination of the Member's membership by the Company.

17. Warranties

The Member shall make no warranties or guarantees with respect to the Company's products or the use of the Company's products except as may be authorized by the Company in writing. Sales shall be made under the Company's warranty as in effect at the time of sale and shall be extended to purchasers at retail from the Member.

18. Product Liability

The Member agrees to not modify any of the Company's products for use other than that specified by the relevant owner's manual and installation guide. The Company shall not be responsible for any damages or liabilities and the Member shall indemnify the Company against any claims, civil or criminal, in relation to any product modification caused by the Member which may cause harm, including, but not limited to, serious bodily injury, death and/or property damage.

19. No Agency

Nothing contained in these Terms shall be deemed to constitute the Member an agent, representative, or employee of the Company for any purpose. The Member is not granted and shall not represent in any way that it possesses any right or authority to assume any obligation or

make any agreement or commitment, express or implied, on behalf of or in the name of the Company.

20. Indemnification

The Member agrees to indemnify and hold the Company harmless from and against any and all claims, damages, and liabilities whatsoever, asserted by any person or entity resulting directly or indirectly from any breach by the Member of these Terms and such indemnification shall include the payment of all costs and reasonable attorneys' fees expended by the Company in defending such claims. The Member shall be required to reimburse the Company for costs and reasonable attorneys' fees in the event that the Company institutes litigation against the Member because of any breach of these Terms by the Member and the Company prevails therein.

21. Notice

Notice by either party shall be in writing and shall be deemed sufficient if the notice is provided via electronic communication or deposited in the United States mail, in a sealed envelope, registered or certified, with postage prepaid addressed to the other party at the address set forth herein or at such other address as the parties shall have previously designated by notice given in accordance with this paragraph.

For notice to be proper via electronic communication, the Member must send the notice to: DealerTradeProgram@flowwall.com

For notice to be proper via electronic communication, the Company must send the notice to the Member's email or phone number listed in the Member's Application Form.

22. Waiver

The Company's failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision or of any other provision of these Terms.

23. Governing Law

These Terms, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to these Terms, or the negotiation, execution or performance of these Terms (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with these Terms or as an inducement to enter into these Terms), shall be governed by, and enforced in accordance with, the internal laws of the State of Utah, including its statutes of limitations.

24. Entire Agreement

Subject to the Terms above, these Terms and Conditions constitute the entire agreement and understanding between the parties and supersedes all prior discussions, negotiations, and

agreements between the parties, whether written or oral, with respect to the subject matter hereof.

25. Company Contact Information for Questions

If Members or applicants seeking a membership in the Program have questions, the Company's contact information is below.

Flow Wall[®] Support: (877) 203-5974

Flow Wall[®] Chat: www.flowwall.com

Email: DealerTradeProgram@flowwall.com

Address: 1891 West 2100 South, Salt Lake City, Utah 84119