



## STIHL INCORPORATED

### Dealer/Retailer and Distributor Internet and Ecommerce Policy – 2023 (“Internet Policy”)

Revision Effective Date: May 30, 2023

## Trademarks, Content, and Social Media:

### Use of STIHL Trademarks on the Internet

- 1 Permitted Uses. Use of STIHL trademarks on the Internet, like all uses of STIHL trademarks by authorized dealers, retailers or distributors, must be only in connection with the promotion of STIHL products. Any use of a STIHL trademark in connection with other goods or services constitutes trademark infringement and will be treated as such.
- 2 Domain Names, Social Media and Email Address. Under no circumstances shall a STIHL dealer or retailer (collectively referred to herein as “Retailer”) use the mark “STIHL” in a domain name, social media or email address. Usage of the mark STIHL or any other STIHL trademark in a domain name, social media or email address may be confusing or deceptive to consumers and as such violates STIHL Inc. policy, as well as federal and state trademark laws. Any such usage shall be regarded by STIHL Inc. as trademark infringement. STIHL Inc. will take action, including legal action as it deems appropriate, to prevent consumer confusion and to protect STIHL trademarks.
- 3 Acknowledgement of Trademark Ownership. Use of any STIHL trademarks on a Retailer or distributor’s website or social media site should be accompanied by a notice indicating that the STIHL logo and any other STIHL trademarks in use on the site are registered trademarks of Andreas STIHL AG & Co. KG, Waiblingen. See Website Content (Item 5) below, for additional information about required notices.

### Website Content

- 1 No Misleading References to Corporate Affiliation. Nothing on a Retailer or distributor’s website should imply that the site is a STIHL corporate site or is a site sponsored by STIHL except for Retailer websites provided through the STIHL PowerChord™ program or otherwise as may be offered by STIHL Inc. from time-to-time. Similarly, nothing on a Retailer’s website should suggest or otherwise convey that it is the only STIHL Retailer site or that the Retailer has any kind of “preferred” or elevated status as compared to other STIHL Retailers, except as STIHL Inc. or the STIHL branch/distributor may specifically authorize (e.g., “SRR,” “Elite” or STIHL Service Advantage Gold or Platinum Certified).
- 2 Links. STIHL Retailers and distributors may include links on their websites to STIHL Inc.’s website, <https://www.stihlusa.com>. STIHL Inc. policy does not permit the placement of links from [www.stihlusa.com](https://www.stihlusa.com) to Retailer’s sites. The only authorized link from [www.stihlusa.com](https://www.stihlusa.com) and/or the STIHL Dealer Locator is to a STIHL PowerChord™ website.
- 3 Advertising/Promotional Materials. In consideration for the advertising support STIHL Retailers provide to STIHL Inc. by the promotion of STIHL products on such Retailer’s websites, STIHL Inc. hereby grants to each such authorized Retailer a license to reproduce graphic material and textual material in the nature of product photographs, descriptions, and specifications, from STIHL Inc.’s website ([www.stihlusa.com](https://www.stihlusa.com)), the STIHL Marketing Library ([www.stihlmarketing.com](https://www.stihlmarketing.com)), or from data feeds provided by STIHL Inc. for use on such Retailer’s website for the purpose of promoting and/or selling STIHL products/services only.
  - Retailer will use only STIHL-supplied images or images approved by STIHL Inc. and ensure that all product images and descriptions are accurate and up-to-date. Retailer will use quality graphic representation of the product and provide ample product information to support the sale. If the Retailer uses brand-specific product pages, the Retailer must provide a STIHL-only product section or page accessible within a few clicks of the home page. No other brand

of product shall be displayed on the STIHL brand page.

- The Retailer shall use the advertising and sales promotion material offered by STIHL Inc. or the Retailer's branch or distributor. Retailer may supplement this material with its own advertising and sales promotion activities provided they correspond to the material offered by STIHL Inc. in terms of content and quality. Retailers must review and understand all of STIHL Inc.'s policies that are relevant to advertising and sales over the Internet, including the Minimum Advertised Price Policy.
- 4 License Usage. This license specifically excludes use on any third-party websites, including but not limited to online marketplaces, internet auction sites, or sales websites. The license granted herein relates to photographic, video, and textual material only. Nothing in this policy shall be construed as granting a license in any proprietary software or search mechanisms, including, without limitation, the "Dealer Locator" and other programs located on STIHL Inc.'s website. This license shall extinguish immediately upon termination of the supply relationship between the Retailer and the distributor or branch.
  - 5 Marketing Materials. STIHL Inc. has developed a file transfer protocol (FTP) to provide Retailers with a downloadable "library" of product materials ([www.stihlmarketing.com](http://www.stihlmarketing.com)) for use by Retailers on their websites. All materials made available to Retailers through such enhancements are subject to the terms and conditions set forth in this Internet Policy, as it may be amended from time to time at STIHL Inc.'s sole discretion. STIHL Inc. shall not be responsible for any Retailer's use of marketing materials and/or social media posts made available on the STIHL Inc. Marketing Library that is not in accordance with STIHL Inc. policies and procedures, including, but not limited to, any changes of approved material, failure to provide disclaimers, and responses to social media postings.
  - 6 Acknowledgement of Intellectual Property Ownership. Any use of STIHL's intellectual property on a Retailers' website (for example, copyright-protected photography, textual material licensed in accordance with this policy, or trademarks used in connection with such material) should be accompanied by a notice acknowledging STIHL's ownership of such property and indicating that its use on the Retailer site is by permission. STIHL Inc. strongly encourages Retailers to include a "legal notices" or "terms and conditions" page on their websites, to provide visitors with appropriate legal information about use of the site, but in any case, notices with respect to STIHL's intellectual property must be included on the site. With respect to the copyright-protected material licensed from STIHL Inc., the Retailer's website should acknowledge STIHL's ownership of the licensed materials and specifically grant the website visitor the right to view and download a single copy of the material for their personal, non-commercial use. Any questions regarding the proper use of STIHL intellectual property should be directed to the Legal Department, STIHL Inc.

### **Social Media:**

- 1 Definition. "Social Media" is a broad term for the wide spectrum of web based and user-driven content technologies used to engage the public in discussions, market products, and collaborate internally and externally. Examples include but are not limited to blogs, wikis, Facebook, Twitter, Instagram, Flickr, LinkedIn, TikTok and YouTube.
- 2 Official STIHL Spokespersons. Only individuals specifically authorized by STIHL Inc. may use social media tools in an official capacity and speak on behalf of STIHL Inc.
- 3 Representation of STIHL via Social Media. Retailers may only disclose publicly available information. No comment or disclosure of confidential STIHL information (such as financial, marketing, sales, technical or engineering information; business performance, business plans, management issues) may be made. All information, materials or imagery disclosed must conform to policies and guidelines for public disclosure. In general, information contained on the STIHL Inc. website and social platforms represents information that is in the public domain.
- 4 Social Media Postings. Retailers should ensure they do not post material that advocates violence, or is obscene, defamatory, threatening, harassing, discriminatory or hateful to another person or

entity. Retailers should also ensure they do not imply in any way that they are authorized to speak on STIHL Inc.'s or its distributors' or branches' behalf and ensure that it is known their comments are their own personal opinion. Any information about STIHL products and services that they provide must be informed, factually accurate, and public information. It is strongly recommended that Retailers repurpose materials used on the official STIHL Inc. social platforms, or the social media section of <http://www.stihlmarketing.com/> Retailer specific information as appropriate.

- 5 Use of STIHL copyrighted material. Any use of STIHL logos, imagery, product descriptions, trademarks and other information must be factually accurate and comply with relevant STIHL Inc. policies, particularly those relating to confidentiality and disclosure, as well as STIHL Inc. marketing guidelines for use of such information and material.
- 6 Endorsements. Retailers should ensure that any endorsement made, either directly or by implication, of any product, service, policy, activity, individual or entity is clearly identified as being a personal one and cannot be interpreted as representing an official position of STIHL Inc. or its distributors and branches. If endorsing or recommending STIHL products, Retailers must disclose that they are a STIHL Retailer.
- 7 Social Sharing Widgets. Third-party social sharing widgets like 'Share This' or 'Add This' should not be incorporated into any marketing materials or internet properties as the sharing of personal information with a third party or non-affiliated company of STIHL Inc. goes against current STIHL Inc. privacy policy. Only social sharing widgets provided by STIHL Inc. should be used. The approved widgets may be downloaded from the STIHL Marketing Library ([www.stihlmarketing.com](http://www.stihlmarketing.com))

## Ecommerce:

### Internet Sales

- 1 Authorized STIHL Retailers will be permitted to offer their customers the option to Buy Online, Pickup in Store ("BOPIS") and Buy Online, Deliver from Store ("BODFS") from Retailer's own websites ("Approved Retailer Online Shops") and STIHL-provided platforms (including PowerChord™ Retailer Sites, collectively referred to as "STIHL-Provided Platforms"). Ship to home is permitted for the certain authorized products described below on STIHL-Provided Platforms as of 30 May, 2023 and for Approved Retailer Online Shops as of 31 July, 2023.
- 2 Delivery Methods. Authorized STIHL Retailers can offer multiple options for delivery including:
  - BOPIS: Customers pickup their online purchase in-store.
  - BODFS: Products are personally delivered to the customer by Retailer personnel that are trained on STIHL products and delivery. Retailer shall follow all requirements set forth in the Dealer or Retailer Support Manual, including setup and service of the products sold online, delivered, instruction to the customer, registration of the product, and delivery of the instruction manual and other educational material.
  - Ship to Home: Select products are approved for authorized Retailers to ship to home.

	Overview	Authorized Assortment	Possible Websites
<b>BOPIS</b>	In-store pickup	All STIHL products	<ul style="list-style-type: none"> <li>▪ <u>STIHL-Provided Platforms</u></li> <li>▪ Approved Retailer Online Shops</li> </ul>
<b>BODFS</b>	Premium delivery service mirroring the in-store experience	All STIHL products	<ul style="list-style-type: none"> <li>▪ <u>STIHL-Provided Platforms</u></li> <li>▪ Approved Retailer Online Shops</li> </ul>
<b>Ship to Home</b>	Products shipped and dropped off at the destination	<ul style="list-style-type: none"> <li>▪ Battery</li> <li>▪ Corded electric</li> <li>▪ Accessories and attachments</li> <li>▪ Apparel and OUTFITTERS™ merchandise</li> </ul> <p><b>Excluded products: All other products including but not limited to gas units, iMow, and spare parts are not authorized to be shipped to home</b></p>	<ul style="list-style-type: none"> <li>▪ <u>STIHL-Provided Platforms</u></li> <li>▪ Approved Retailer Online Shops (Effective 1 June, 2023)</li> </ul>

- 3 Any product shipments made pursuant to an online sale must include all operator manuals and any other standard documentation and accessories, to no lesser extent than such documentation and accessories would be included with a sale made from a Retailer's physical location (and as otherwise may be required by STIHL Inc. dealer support manuals and policies).
- 4 Retailers must ensure proper packaging, handling, labeling, and marking of any products shipped pursuant to an online sale, in, compliant with applicable shipping regulations by appropriate route of travel.
- 5 Retailers must review and understand all of STIHL's policies that are relevant to sales over the Internet, including the Minimum Advertised Price Policy ("MAP Policy").

### Approval of Retailer's Online Shop

- 1 Before the Retailer begins selling products in its Approved Retailer Online Shop, it must obtain STIHL Inc.'s approval through the Retailer's branch or distributor. STIHL Inc. and the Retailer's branch or distributor reserve the right to deny approval, at its/their sole discretion.
- 2 Such approval shall not constitute a guarantee by STIHL Inc. or the branch or distributor regarding the Retailer's success in selling products over the Internet.
- 3 The Retailer has the ongoing obligation to comply with these guidelines following initial approval. STIHL Inc. or the Retailer's branch or distributor may, at any time, and at its/their sole discretion, revoke any and all permissions and licenses granted under this policy, including approval of the Approved Retailer Online Shops.

#### **Restrictions on selling**

- 1 With respect to each approved Online Shop: (a) Retailer will not sell anonymously and must clearly indicate Retailer's full name, address, telephone and email contacts; and (b) such site will not give the impression that it is operated by STIHL Inc.
- 2 STIHL products are not permitted to be sold for the purpose of resale. Retailers are not permitted to sell products online to any commercial or private resellers.
- 3 STIHL products may only be shipped within the United States or its territories.
- 4 The California Air Resource Board (CARB) has enacted emissions and air-quality regulations (including labeling requirements) that are different from, and more stringent than the requirements applicable to the remaining 49 States. The sale or importation of non-compliant products into California can subject STIHL Inc. and the Retailer to substantial fines and penalties. Accordingly, no Retailer located outside of California may make any sale or shipments of products into California unless such products are CARB compliant, labeled according to California law (including Proposition 65), and the Retailer has received written permission from STIHL Inc. to make such sales or shipments. Violators of this Internet Policy will be liable to STIHL Inc. for any and all costs arising out of a violation of this section, including costs of recall, replacement of non-compliant products, fines, and reasonable attorney's fees.
- 5 Retailer shall not place or offer directly or indirectly any STIHL products for sale, auction, or resale on 3<sup>rd</sup> party marketplaces or websites. Examples include Amazon, eBay, Facebook, Walmart.com, and Craigslist.

#### **Essential content of the Online Shop**

- 1 The Retailer must ensure that the following content appears on all Approved Retailer Online Shops where STIHL product is sold or offered:
  - the terms and conditions for online ordering, payment and return (the Retailer's general terms and conditions of business)
  - the Retailer's privacy statement and policies
  - Retailer location(s) and address(es) where the product may be picked up in-store, as well as hours of operation
  - all other relevant content required by any local, state, or federal law or regulation, in particular under the relevant laws for online sales
- 2 Retailer shall update its Approved Retailer Online Shops on a regular basis to show only current STIHL product offerings (including items in Retailer's inventory), and clearly indicate on the website whether a product is out of stock or special order. Retailer accepts sole responsibility for maintaining adequate inventory of all STIHL products offered for sale.

#### **Presentation, functionality and security of the Online Shop**

- 1 Approved Retailer Online Shops should adhere to reasonable loading times and site performance standards.
- 2 Approved Retailer Online Shops must have the ability to filter products or product categories by the STIHL brand, as well as include STIHL products in generic product category searches.
- 3 The product range must be presented in a context specific to outdoor power equipment and create an environment consistent with STIHL standards.
- 4 Every product presented in the Approved Retailer Online Shops must be advertised with the respective up-to-date technical descriptions and at least one high-quality image. The Retailer shall always adopt the current STIHL logo in its Approved Retailer Online Shops. STIHL products advertised, promoted or offered for sale by Retailer shall be prominently displayed on each Approved Retailer Online Shop and will: (a) use only the STIHL logos, product images, product names, product descriptions, technical specifications, warnings and other important information provided or approved by STIHL Inc. (Retailer is responsible for obtaining such logos, images, descriptions, and specifications from the STIHL Marketing Library or other data feeds provided by STIHL Inc.) and (b) STIHL products and the STIHL brand will be given substantially equal prominence as the other products and brands advertised, promoted or offered by Retailer.
- 5 It is expected that the Retailer will process and fulfil orders in a timely manner to meet the expectations of Retailer's customers. The Retailer shall specify when the product will be available for in-store pick up and how long the customer has to pick up the product. If products are unavailable, the Retailer shall notify the customer that the product is "out of stock" or "backordered" until a particular date.
- 6 The Retailer shall ensure a simple and user-friendly product selection process. This shall include:
  - user-friendly navigation and search features
  - full-text searches and options menu for the various product categories
  - secure and easy-to-use shopping basket with a storage feature in which a customer may remove items and make adjustments to quantities while obtaining a clear statement of all charges, including all product costs and taxes
  - uncomplicated order and payment process
- 7 For payment and websites containing customer data, the Approved Retailer Online Shop must use state of the art security technology following PCI Security Standards.

#### **Customer support and consumer education**

- 1 The Retailer shall offer a customer support email address or telephone number, accessible during store-based hours to provide customer advice as needed.
- 2 The Retailer shall include in its Approved Retailer Online Shop links to [www.stihlusa.com/information](http://www.stihlusa.com/information), containing educational product use information provided by STIHL Inc., including "How To..." or "How Do I..." videos.

#### **Product delivery, management of returns**

- 1 Retailer shall provide the customer with information regarding any anticipated delays or backordered items following order placement by the customer. In the event a product is delayed or backordered, the customer should have the option to cancel the order upon notification. If the Retailer is unable to process orders from customers (e.g. due to holiday leave/illness or storm/weather event), it shall notify the customer prior to the order.
- 2 The Retailer shall maintain a return policy that is consistent with STIHL Inc.'s 7-day, satisfaction guarantee policy (as may be amended by STIHL Inc., from time to time), and a return/credit



management system which is reasonable and adequate for customers to return merchandise to the Retailer and receive credit for items purchased through the Approved Retailer Online Shops.

#### **Sales process**

- 1 For online orders, Retailer shall follow all requirements set forth in the Dealer or Retailer Support Manual, including set up and service of the products sold online, shipped to home, delivered to home, or picked up in store (where required), instruction to the customer, registration of the product, and delivery of the instruction manual and other educational materials.

#### **STIHL-Provided Platforms (including “PowerChord™” Retailer sites)**

- 1 STIHL Inc. offers its Retailers a STIHL-provided online and e-commerce platform. Details regarding reporting and technical requirements for set up and management of a STIHL-provided online and e-commerce platform are available through the Retailer’s respective distributor or branch.
- 2 STIHL Inc. shall offer technical support enabling the Retailer to use the STIHL-Provided Platform. Contact information for technical support is available in the Dealer or Retailer Support Manual.
- 3 All license and right to use such platform shall automatically end when the Retailer relationship is terminated.

#### **Miscellaneous**

- 1 No Reliance. STIHL reserves the right to change this policy at any time, at its sole discretion, and without notice. Any investment made by a Retailer in website development and Internet marketing in reliance on this Internet Policy is made at the Retailer’s own risk.