



1215 EAST WILMINGTON  
AVENUE, SUITE 200

SALT LAKE CITY  
UTAH, 84106

P 801 701 7180

WWW.TRAEGERGRILLS.COM

## TRAEGER ONLINE SELLING POLICY

Traeger Pellet Grills LLC (“Traeger”) requires all Traeger dealers and resellers to follow this Online Selling Policy (“Policy”). This Policy applies to all Traeger products and all dealers that violate this policy are subject to (a) **Dealership probation, including suspension of any Traeger product shipments**; (b) **Removal of Traeger dealer locator privileges**; and/or (c) **Loss of Traeger dealership status**. Further, Traeger will not provide warranties to customers for any Traeger products that you sell through an unapproved online sales channel. If you have questions or would like approval of an online sales channel reach out to your Traeger sales representative.

(a) Dealer is permitted to market for sale or sell Traeger products on the Internet through Permissible Websites. A “**Permissible Website**” is a website that (i) is approved by Traeger and in writing and documented in Dealer’s Dealer Agreement; (ii) is operated by Dealer in Dealer’s legal name and a URL approved by Traeger, which approval shall be granted or revoked at any time in Traeger’s sole and absolute discretion; (iii) clearly states Dealer’s full legal name, mailing address, telephone number, and email address; (iv) does not give the appearance that it is operated by Traeger or any third party; and (v) does not include in its domain name (including any top-level domain or subdomain) any Traeger trademark or product name nor a misspelling of any Traeger trademark or product name. Traeger reserves the right to terminate, at any time and in its sole discretion, its approval for Dealer to market and sell Traeger products on the Permissible Websites, and Dealer must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination. Permissible Websites must be authorized in writing by Traeger.

(b) **Other than sales on Permissible Websites, Dealer shall not market or offer for sale Traeger products on or through any publicly-accessible website, mobile application, or other online/digital sales platform including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace.** No Traeger employee or agent can authorize online sales through the above channels. This Agreement supersedes any prior agreement between Traeger and Dealer regarding the sale of Traeger products online. Any authorization previously granted to Dealer by Traeger to sell Traeger products online is hereby revoked.

(c) With respect to sales of Traeger products through the Permissible Websites, Dealer shall be responsible for all fulfillment to its Customers, any applicable taxes associated with such individuals’ purchases of Traeger products, and any returns of Traeger products. Dealer agrees not to use any third-party fulfillment service to store inventory or fulfill orders for Traeger products unless separately authorized by Traeger in writing. Further, Dealer agrees not to represent or advertise any product as “new” that has been returned or repackaged.

(d) By selling Traeger products through Permissible Websites, Dealer represents and warrants that the Permissible Websites are and will remain in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 (at the AA level, or, in the absence of a AA level standard, at the A level) and the Payment Card Industry Data Security Standard (“**PCI DSS**”). Dealer further represents and warrants that it maintains detailed privacy policies and is, and will remain, in compliance with its privacy policies and the requirements of any contract to which Dealer is a party. Further, Dealer represents and warrants that it has implemented and maintains written information security guidelines, which will include physical, administrative and technological controls designed to prevent the unauthorized access to, disclosure, destruction or loss of personally identifying information.

(e) In marketing Traeger products on the Permissible Websites, Dealer shall only use images of Traeger products either supplied by or authorized by Traeger and shall keep all Traeger product descriptions up to date. Dealer’s use of the Traeger IP (as hereinafter defined) on the Permissible Websites shall be in conformance with any guidelines that may be provided by Traeger and must be commercially reasonable as to the size, placement, and other manners of use.

(f) Except as permitted below, Dealers **shall not** bid through any paid search engine marketing or keyword campaigns (e.g., pay-per-click or product listing ads) available on any website, including without limitation any online marketplace site or social media site, on the following Traeger trademarks and other recognized intellectual property or on any variation or misspelling of such marks or terms: TRAEGER; TRAEGER GRILL; TRAEGER GRILLS; TRAEGER PELLET GRILL; TRAEGER WOOD PELLET GRILL; TRAEGER PELLET SMOKER; TRAEGER SMOKER; TRAEGER SMOKER GRILL; TRAEGER PELLETS; TRAEGER PELLET; TRAEGER APP; TRAEGER.COM; TRAEGERGRILLS.COM; WWW.TRAEGER.COM; and WWW.TRAEGERGRILLS.COM. A Dealer may use and bid on a Traeger trademark or brand term, if it is also used with a specific model reference, such as “Traeger Ironwood 885” or “Traeger Timberline 1300”. These restrictions are not intended to limit or hinder competition among or between Traeger and its dealers or between dealers. These restrictions are specifically designed and narrowly tailored to protect Traeger’s investment and reputation as a premium brand and its intellectual property rights.

This policy is effective as of November 23, 2021.