

MADIMACK PTY LTD - OFFICIAL ONLINE RESELLER POLICY

(Specific Product: Inver ECOLite Pool Heater)

This Official Online Reseller Policy ("Policy") establishes the mandatory standards for the digital advertising, promotion, marketing, and display of Madimack Products by all authorised Resellers (referred to as "the Reseller" or "Customer").

Compliance with this Policy is a fundamental condition of any Reseller's authority to purchase and sell Madimack Products and is deemed incorporated by reference into all underlying agreements, including standard terms and conditions of sale.

1. SCOPE AND AUTHORITY

This Policy shall supersede any conflicting terms regarding online sales, online pricing, and method of sale contained within any pre-existing agreements between the Reseller and any Madimack distributor or wholesaler.

2. AUSTRALIAN COMPETITION LAW COMPLIANCE

Madimack does not engage in Resale Price Maintenance (RPM).

The Reseller must solely determine the price at which it sells the Products.

Madimack shall not enforce, coerce, or attempt to influence the price at which the Reseller sells any Product, either directly or indirectly.

The Reseller is explicitly free to sell the Products at any price, including a discount, at its authorised retail location.

3. PURPOSE AND COMPLIANCE

This restriction forms part of Madimack's selective distribution system and is applied consistently to ensure:

- Product safety and correct installation or use;
- Proper customer support and training for trade purchasers; and
- Protection of brand reputation and consistent presentation of the product.

This restriction is intended to be reasonable, proportionate, and objectively justified in accordance with the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law. Madimack

applies this restriction uniformly across all resellers to maintain fair competition and ensure quality of supply.

4. INTELLECTUAL PROPERTY AND USAGE STANDARDS

Madimack owns all rights, title, and interest in its Intellectual Property (Madimack IP), including logos, graphics, images, and marketing materials.

The Reseller is granted a limited, non-exclusive, non-transferable licence to use Madimack IP solely for the advertising and promotion of the Products in accordance with this Policy.

The Reseller must comply with all directives and instructions from Madimack regarding the format, colour, placement, and content of all Madimack IP.

The Reseller must not alter, modify, or change any Madimack IP or use it in any way that is misleading, derogatory, or detrimental to the Madimack brand.

PART B: PART B: SPECIFIC REQUIREMENTS FOR INVER ECOLITE POOL HEATER

This section contains mandatory, non-negotiable requirements that apply only to the online advertising and display of the Madimack GT Freedom Plus Product (the "Specified Product").

5. MANDATORY METHOD OF SALE (IN-STORE ONLY)

The Reseller is strictly prohibited from executing any sales transaction for the Specified Product through any online mechanism.

This restriction supports Madimack's premium, service-based sales model, which requires face-to-face consultation to ensure proper product matching and consumer education.

The Specified Product is authorised for in-store purchase and sale only.

The Reseller must ensure that its website, or any third-party digital platform, does not contain any functionality that allows a Purchaser to:

- Complete the sale of the Specified Product remotely (e.g., e-commerce cart, "Buy Now"); or
- Process any payment or deposit for the Specified Product.

All online displays of the Specified Product must clearly and conspicuously include a statement indicating that the Product is available for in-store purchase only.

6. ONLINE PRICE DISPLAY PROHIBITION (BRAND INTEGRITY STANDARD)

To maintain Madimack's required Brand Integrity Standard and support the mandatory in-store consultation model, the Reseller is strictly prohibited from displaying any price information for the Specified Product online.

The Reseller must not display the actual selling price, a discounted price, any 'was/now' pricing, any component of the price, or any manufacturer's recommended retail price (RRP) for the Specified Product on any public-facing digital channel (website, social media, paid advertisements, third-party marketplaces, or search engine snippets).

Any breach of this No Price Display rule will be considered a breach of Madimack's required digital Brand Integrity Standard and not a breach of a minimum selling price.

7. PERMITTED ONLINE CALL TO ACTION

When advertising the Specified Product, the Reseller must use clear 'call to action' prompts that direct the potential Purchaser to an in-store action, such as:

- "In-Store Purchase Only"
 - "Visit Our Store for Pricing and Availability"
 - "Contact Our Store for Details"
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PART C: CONSEQUENCES OF NON-COMPLIANCE

8. ENFORCEMENT AND TERMINATION

Compliance with this Policy is a non-price, operational requirement that the Reseller agrees to adhere to as a condition of supply.

A failure by the Reseller to comply with any provision of this Policy, particularly the requirements set out in Part B, will constitute a material breach of the commercial relationship.

Upon material breach, Madimack may withdraw the Reseller's authority to sell the Specified Product or terminate the supply agreement entirely, subject to the terms outlined in the underlying Reseller Agreement.