



Maker Terms and Conditions

The Grommet's mission is to help Makers and small businesses like yours succeed. Every day we introduce innovative products—and the people behind them—to our community. Since 2008, over 2,000 Makers have launched with us.

Before we can accept your submission, we want to make sure that you fully understand the terms and conditions of any potential partnership with us. Please review the following, because these provisions will outline the basics our relationship should we end up working with you. Also, by agreeing to these terms and conditions, you are representing certain things to us that we will rely on in making our decision—for instance, that you own all of the intellectual property and other rights in your product(s) and that you have the right to sell them to us.

Thank you for your interest in The Grommet.

1. Product Sale

If The Grommet selects your product, you agree that The Grommet can market and sell the Product through our Website.

2. Price

The Grommet sells at MSRP or no lower than MAP pricing. If the market price of your product is lower, The Grommet will have the right to adjust their price. The Grommet will notify you before a price adjustment below MAP or MSRP is made. If you reduce the price of the product sold by The Grommet in any retail channel, you will adjust The Grommet's price and cost for the product correspondingly. You will notify The Grommet within 24 hours of making such price reduction.

3. Product

While this Agreement is in effect, you will notify The Grommet in writing at least 14 days prior to making any changes in the design, material, process, procedures, or practices affecting Product.

4. Payment

The price that you are providing The Grommet for the Product includes all applicable taxes (except for consumer sales taxes), tariffs and government charges, unless otherwise noted.

5. Term of this Agreement, Renewal and Termination

The initial term of this Agreement is for a period of one year; beginning on the date you go live on site (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a “Renewal Term”).

To cancel this Agreement, you must give written notice of cancellation to The Grommet at least forty-five (45) days before the end of the Initial Term or the current Renewal Term, as the case may be.

6. Marketing

You hereby grant to The Grommet the right to use brand trademarks and product imagery in our advertising, including but not limited to, display banners, videos, and search keywords.

7. Confidentiality

- (a) You agree to keep, and agree that any third party assisting you (each, a “Subcontractor”) will keep confidential and will not disclose, except for the purposes of shipping or delivering Product, this Agreement as well as any document provided by The Grommet marked “confidential” or with a similar designation or that contains material which should reasonably be considered confidential. Upon The Grommet’s written request or the termination of this Agreement, you will return to The Grommet or destroy, at The Grommet’s option, all Grommet confidential information in your or any Subcontractor’s possession.

- (b) The Grommet agrees to keep confidential and will not disclose any document provided by you marked “confidential” or with a similar designation or that contains material that should reasonably be considered confidential. Upon your written request or the termination of this Agreement, we will return to you or destroy, at your option, all your confidential information in The Grommet’s or any Subcontractor’s possession.

8. Intellectual Property Rights and Customer Data

You acknowledge and agree that The Grommet owns all right, title and interest in and to The Grommet IP.

You will not, and no Subcontractor will, translate, reverse engineer, decompile, disassemble, or in any way alter The Grommet IP. You also will not use, and no Subcontractor will use, Customer Data for any purpose that is not expressly directed by The Grommet.

The Grommet acknowledges that the Maker owns all right, title, and interest in and to their IP. The Grommet will not, and no Subcontractor will, translate, reverse engineer, decompile, disassemble, or in any way alter the Makers IP.

9. Representations, Warranties and Covenants

- (c) You represent, warrant, and covenant to The Grommet that:
 - (i) You are able to and will fulfill your obligations set forth in this Agreement.

- (ii) You have the full right, power and authority to sell the Product and upon delivery to The Grommet or any of our customers, you convey full right, title and interest;
 - (iii) The Product description set forth in this Agreement is materially complete and accurate in all respects and any samples that you provide to The Grommet in the future are complete and accurate representations of the Product;
 - (iv) The Product is and will be free from defects in workmanship, materials and design and will be furnished in accordance and conformance with this Agreement;
 - (v) The Product complies with the requirements of, and is merchantable and suitable for the purposes stated in, this Agreement;
 - (vi) The Product complies with all state and federal safety and sourcing requirements for its intended purpose;
 - (vii) The Product shall be manufactured, stored, packaged, labeled, supplied and delivered or shipped (as applicable) in accordance with all Applicable Law; and
 - (viii) None of the Product furnished hereunder is or will be used, remanufactured or reconditioned or of such age or so deteriorated as to impair its usefulness or safety.
- (d) You represent, warrant, and covenant to The Grommet that:
- (i) You own all right, title, and interest in and to your IP;
 - (ii) The Grommet's use of your IP won't violate any Applicable Law or any Third Party Rights;
 - (iii) The Product's sale, use, or incorporation into manufactured products does not and will not infringe upon or dilute any U.S. or foreign letters patent or Third Party Rights;
 - (iv) The Product and all of its components, packaging and labeling do not infringe any Third Party Rights; and
 - (v) You have obtained and will maintain during the Initial Term and all Renewal Terms all applicable Regulatory Approvals.
- (e) All of your warranties, express or implied, in this section and otherwise shall survive shipment, delivery, and payment. Also, your representations, warranties and covenants in this Agreement are in addition to all other representations, warranties and covenants express or implied.

10. Assignment of Agreement

You may not assign any rights or obligations under the Agreement without The Grommet's prior written consent. The Grommet may not assign the Agreement to a present or future affiliate or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of its assets or business without giving you written notice of such assignment.

11. Indemnification

- (a) The Grommet shall indemnify, defend, and hold you harmless from and against any and all claims, suits actions, costs, expenses, penalties, liabilities, judgments or losses of any kind arising out of or resulting from:
 - (i) Performance of or a breach of this Agreement; and
 - (ii) Any act or omission by The Grommet.
- (b) You will indemnify, defend, and hold harmless The Grommet and its affiliates, officers and employees from and against any and all claims, suits actions, costs, expenses, penalties, liabilities, judgments or losses of any kind arising out of or resulting from:
 - (i) Performance of or a breach of this Agreement;
 - (ii) Any act or omission of yours;
 - (iii) Any claim by a third party alleging that your IP, the Product, or any other product or processes provided under this Agreement violated Applicable Law or any Third Party Rights; and
 - (iv) The Product, including, but not limited to, any claims for false advertising, product defects, personal injury, death or property damages.

12. Limitation of Liability

In no event shall The Grommet be liable to you for incidental, punitive, or consequential damages arising from this Agreement.

13. General Provisions

- (a) **Waiver in Writing.** Any waiver of a provision of this Agreement must be in writing and signed by authorized representatives of each party.
- (b) **Notice Regarding Inability to Perform Agreement.** If you are unable to fulfill your obligations under this Agreement at any time for any reason (including but not limited to inventory shortages, service lapses or any other reason whether or not it is within your control), you will immediately notify The Grommet and take prompt action to remediate the situation.
- (c) **Governing Law and Venue; Disputes.** The Agreement and all other related matters will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict or choice of law principles. The jurisdiction for all such matters will be the Commonwealth of Massachusetts.
- (d) **Conflict of Terms.** In the event of a conflict between this Agreement and any other document this Agreement will control.
- (e) **Other Entities.** The Grommet may sell and distribute the Product through other distribution channels owned, controlled or operated by The Grommet, including emails, mobile applications or other types of electronic offerings, and/or other platforms or distribution channels owned, controlled or operated by The Grommet's affiliates or third party business partners.

- (f) **Survival of Provisions.** The obligations and representations under Sections 7, 8, 9, 10, 11, and 12 of this Agreement are intended to survive the termination or expiration this Agreement.

14. Definitions

The following capitalized terms as used in this Agreement are defined as follows:

- (a) “Applicable Law” means all applicable international, federal, state and local laws and all executive orders and rules and regulations issued thereunder by agencies or otherwise, including but not limited to all Regulatory Approvals.
- (b) “Customer Data” means any and all personally identifiable information about The Grommet’s customers as defined by applicable law that The Grommet or you generate or collect. This includes but is not limited to, any customer names, phone numbers and shipping addresses provided by The Grommet or its customers to you to fulfill your obligations under this Agreement.
- (c) “Grommet IP” means our Website, The Grommet trademarks, all data collected through or from the Website (including, but not limited to, Customer Data) and any materials, software, technology, or tools used by The Grommet to promote or resell the Product.
- (d) “Any and all Product” means your product as detailed in your submission.
- (e) “Regulatory Approvals” means all regulatory approvals, applications, licenses, requests for exemptions, permits or other regulatory authorizations with the applicable regulatory agency of any federal, state, or local government that has authority.
- (f) “Third Party Rights” means any copyright, trademark, service mark, trade name, trade secret, or other intellectual property right of any person or entity, or any confidentiality obligations to any person or entity.
- (g) “Website” means www.thegrommet.com.
- (h) “Your IP” means your name, logo, trademarks, and any photographs, graphics, artwork, text, and other content provided by you, but does not include, and The Grommet does not have, the right to reproduce your Product.