

Trademark Usage Policy & Legal Information

Version 2.0- effective March 1, 2020

Applicability of Broan-NuTone LLC's Trademark Usage Policy

Broan-NuTone LLC's ("Broan-NuTone") trademark usage policy ("Policy") applies to any distributor, retailer, or other re-seller (collectively referred to as "Reseller(s)") authorized by Broan-NuTone to sell or distribute "Broan," "Broan-NuTone," "NuTone" or "Best" brand products.

Explanation of Broan-NuTone Trademark Usage Policy

Proper use of trademarks is important. Trademarks are proper terms that identify the products and services of a business and distinguish them from products and services of other businesses or economic endeavors. The Policy is comprised of a number of specific rules. Most of those rules reflect the overarching requirement that a Reseller's use of Broan-NuTone's trademarks must be non-confusing and non-disparaging. By non-confusing, Broan-NuTone means that customers should always know with whom they are dealing when they buy or consider buying products or services. By non-disparaging, Broan-NuTone means that, outside the bounds of fair use, a Reseller cannot use our trademarks as vehicles for defaming Broan-NuTone or sully its reputation.

Trademarks/Reservation of Rights

Broan-NuTone LLC is the owner of all rights, title and interest in Broan, Broan-NuTone, NuTone, and Best trademarks, service marks, corresponding logos, images, and marketing materials (the "Broan-NuTone Marks"). All goodwill resulting from use of the Broan-NuTone Marks shall inure solely to Broan-NuTone's benefit.

Broan-NuTone may modify this Policy from time to time. Please refer to the Policy periodically to ensure compliance. Broan-NuTone will enforce the Policy in its sole discretion. There are no third-party beneficiary rights to this Policy. Any failure by Broan-NuTone to require compliance with any provision of the Policy will not operate as a waiver to request strict compliance in the future.

Restrictions

Unauthorized use of Broan-NuTone Marks is strictly prohibited. No Reseller may reproduce or use (or authorize the reproduction or use of) the Broan-NuTone Marks in any manner other than as expressly authorized by Broan-NuTone.

Reseller will not acquire any interest in any Broan-NuTone Mark and will use such Marks only as instructed by Broan-NuTone. Reseller is granted the right to use the Marks authorized by Broan-NuTone solely for advertising, promoting, packaging, and selling Broan-NuTone products in accordance with the terms of this Policy. Reseller shall not register or allow any other party to register any of Broan-NuTone's Marks (or any mark or name closely resembling or confusingly similar to them) in any jurisdiction. Reseller shall not challenge or assist others in challenging Broan-NuTone Marks or the registration thereof. Websites that are not produced by Broan-NuTone should not imply, either directly or by omission, that they are owned or controlled by Broan-NuTone. Broan-NuTone may request and Resellers will provide samples of any marketing, advertising, or other material that includes the Broan-NuTone Marks from time to time.

Always Use Broan-NuTone Marks As Proper Adjectives

A trademark is an adjective and should not be used by Reseller as a verb or noun or in the possessive or plural forms. Every Broan-NuTone Mark should be followed by a generic term. As a minimum requirement, the generic term should be used after the Broan-NuTone Mark at least once in each written communication and, when appropriate, in broadcast matter the first time the Broan-NuTone Mark appears.

Do Not Alter Broan-NuTone Marks

When using a Broan-NuTone Mark, Reseller will never vary the spelling, add or delete hyphens, make one word two, or use a possessive or plural form of the Mark. Reseller will not abbreviate a Broan-NuTone Mark to create an acronym.

Use the Correct Symbol

When using a Broan-NuTone Mark in text form, Reseller will always use the correct trademark marking on the most prominent occurrence of the Mark. Once a Broan-NuTone Mark is correctly attributed on a document or web page, it is not always necessary to mark subsequent appearances of the Broan-NuTone Mark.

Use Footnotes for Correct Attribution

Reseller will attribute Broan-NuTone Marks in a footnote as follows.

Example: _____ is a trademark of Broan-NuTone LLC, its subsidiaries and affiliates. All other brands may be trademarks of their respective owners.

Note: The blank space should be a list of all Broan-NuTone Marks that appear in that particular piece.

Domain Names, Websites and other Internet Content

Broan-NuTone does not authorize the use of any Broan-NuTone trademark in any top level domain name or sub-domain, or any similar Uniform Resource Locator (URL) for any reason. Thus, Reseller violates the Policy if it registers and uses any domain name or sub-domain that contains any Broan-NuTone trademark. Resellers that utilize the Internet to sell Broan-NuTone products should ensure that each page of their website, and any emails sent to customers or prospective customers, comply with the terms of this Policy AND any and all federal, state, or international laws as they pertain to conducting business on the Internet and/or through email.

For clarification, a "domain name" consists of any top level domain name. For example: www.BroanNutone.com. A "sub-domain name" is part of a top level domain name. For example: www.fans.broannutone.com. The word "fans" would be considered the sub-domain name for the root domain name "BroanNutone.com."

Logo Sizing

When using the Broan-NuTone Marks on a website that is not owned or operated by Broan-NuTone, the size and prominence of the Broan-NuTone Marks should not confuse consumers or mislead consumers into believing that the website is owned or operated by Broan-NuTone.

Infringement by Third Parties

Reseller will promptly notify Broan-NuTone if it learns of any third-party infringement or threatened infringement of Broan-NuTone Marks. Broan-NuTone, in its sole discretion, will control any enforcement against such infringement or threatened infringement.

Third Party Trademarks

Some authorized Broan-NuTone Resellers also sell products manufactured by third parties that are not affiliated with Broan-NuTone. When doing so, Reseller must not use the Broan-NuTone Marks to market, promote or attract sales to other third party products. On websites that sell products manufactured by both Broan-NuTone and third parties, Reseller must clearly identify the manufacturer of any such product.

Non-Compliance with the Policy

If a Reseller does not fully comply with the Policy, Broan-NuTone may elect to: (a) terminate the Reseller's access to Broan-NuTone's Marks, (b) suspend or end the Reseller's participation in Broan-NuTone Reseller programs, (c) refuse to ship Broan-NuTone products to the Reseller, (d) refuse to do business with the Reseller, and/or (e) terminate or non-renew Reseller as an authorized Broan-NuTone Reseller.

Questions or Comments

If Reseller has any questions or comments about the Policy, please contact Broan-NuTone at trademarkbranding@broan.com.