



## DAB Pumps, Inc. Online Sales Policy

**DAB Pumps, Inc, dba DAB Water Technology North America dba DAB** (“Manufacturer” or “DAB”) is a leading manufacturer of high-quality products. Manufacturer’s online brand integrity is linked to the quality of products shipped to customers and represented in the field. In order to maintain, among other things, Manufacturer’s brand integrity, company reputation, and competitiveness in the marketplace, Manufacturer publishes this **mandatory & binding** Online Sales Policy (“Online Sales Policy”) pertaining to the sale and/or resale of Manufacturer’s Products, which include Brand Names of DAB, DAB Pumps, Leader, Leader Pumps, Tesla, Tesla Motors (“Products”), by any Resellers, Distributors, Wholesalers, and/or any other parties wishing to sell the Products (collectively be referred to as “Distributors” or individually referred to as “Distributor”). **This Online Sales Policy is also enforced for any customer of Distributor, whereas the Distributor will be charged with Policy compliance of said customer(s).**

This Online Sales Policy also includes an online Minimum Advertised Price (“MAP”) clause that all Distributors must adhere to. This Online Sales Policy shall include all Products with the names of DAB, Leader and Tesla, regardless if Distributor has purchased directly from DAB or from one of its overseas locations outside of the United States or from one of its factories and **is limited to Online Sales Channels, Advertising Platforms, and Digital Coupons, only.**

Distributor shall not sell or offer for sale the Products via any Internet websites other than the Approved Web Sites and Approved Mass Marketplaces as provided in express written consent by Manufacturer to Distributor. Sites include: Amazon.com, Amazon.ca, Walmart.com, Walmart.ca, eBay.com, eBay.ca, Newegg.com, Newegg.ca, and any other mass retail site or digital platform.

Any Party who sells Manufacturer’s Products must adhere to the Online Sales Policy to ensure that the Manufacturer’s guidelines of the Online Sales Policy are followed for matters that include but are not limited to promotions, offerings, intellectual property usage, listing, images, shipping, etc. Manufacturer’s guidelines for online sale include:

1. Distributors will ensure that resellers to whom they sell Products will also meet these guidelines. Distributors will be responsible for any violations of these guidelines by such other reseller(s) to whom Distributor sold the Products.
2. Without express written license directly from Manufacturer, no party other than Manufacturer may create listings for Products on any mass market websites nor send in to Fulfillment by Amazon (FBA) or Walmart Fulfillment Services (WFS).
3. Under no circumstance shall products be sold in any ‘condition’ other than ‘New’. Used-LN (Amazon Used Like New), Used-VG (Amazon Used-Very Good), Used-GD (Amazon Used-Good), Used-AC (Amazon Used-Acceptable) and other conditions, including ‘refurbished’, ‘open box’ or ‘second chance’ are strictly prohibited, unless approved, in writing, from DAB. All warranties shall be null and void, and may include removal from distribution program.
4. Products must be listed only with approved Product images and approved Product descriptions with approval at the sole discretion of Manufacturer. Manufacturer may provide pre-approved images and/or descriptions.

### **DAB PUMPS Inc.**

3226 Benchmark Drive - Ladson, SC - 29456 - USA  
Tel +1 843 797 5002 - Fax +1 843 797 3366 - [dabpumps.us](http://dabpumps.us)



5. Incorrect Categories for Products shall not be created, listed under, sold under or participated in.
6. Shipments of Products shall be e-commerce compliant (i.e. boxed properly, sealed well).
7. Incorrect UPC's shall not be used in listing or in selling Products. This includes establishing new or discontinued UPCs in order to circumvent established product listings.
8. Mixing of other companies' brands with Manufacturer Products (Bundling/Kits) can be done **ONLY** with Manufacturer's express written prior approval and consent to ensure Product details are adhered to.
9. Without Manufacturer's express written prior approval new variations or multi-packs or bundles of Products whether in listings for Products or in sales of Products.
10. Misleading images or descriptions or sizes are strictly prohibited. (example: Customer orders a specific model but receives older model -or- Distributor sends a Manufacturer equivalent of another Brand Product (Leader instead of DAB).
11. Distributor shall not misrepresent Products by listing under a similar name, other EAN/UPS/Unique Identifier, non approved SKU or model number, in order to obtain a new published listing to be sole supplier or to circumvent any aspect of this Online Sales Policy including MAP.
12. Distributor shall not answer questions about Products on any online forum without Manufacturer consent and/or Manufacturer training.
13. Distributor shall follow the rules, terms of service, and accepted practices of the online platforms being utilized.
14. Distributor shall strictly adhere to the Minimum Advertised Price Policy ("MAP Policy" or "Policy") and only advertise Products at a price equal to or greater than the Manufacturer's current Minimum Advertised Price.
15. Distributors shall not attempt to circumvent the MAP Policy by adding an 'Add to Cart to See Price' or other similarly worded language or actions.
16. Distributor shall not provide Manufacturer Branded Products using Specific Digital Coupons in advertising campaigns publicly available such as "Save X% targeting Manufacturer specific Products in order to circumvent MAP Policy.
17. Distributor shall not convey, distribute, market or sell Products as a VENDOR to any Major Retailer including, but not limited to, [Amazon.com](https://www.amazon.com) Inc. or any of its subsidiaries, Walmart Inc., or any of its subsidiaries, or to any other Party that may allow or support these Major Retailers to offer the Products itself including all Top 200 eCommerce Retailers.
18. Distributor shall ensure that all of its customers are in compliant with 15 above.

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19. Manufacturer does not authorize the use of any of Manufacturer's copyright or trademark to be used in sales or advertising on third party marketplaces without prior express written consent of Manufacturer. Distributor acknowledges that any and all uses of these copyrighted and trademarked materials may constitute intellectual property infringement and be subject to enforcement.
20. Company reserves the right to change or modify this agreement at any time in its sole discretion. Failure to comply with the Online Sales Policy is subject, in Manufacturer's sole discretion, to the following actions:

1<sup>st</sup> Infraction: Notification of 7 Calendar Days to rectify pricing and/or listings on all platforms

2<sup>nd</sup> Infraction: Distributor account suspension of any/all Products for 120 Calendar Days.

3<sup>rd</sup> Infraction: Distributor account termination and possible legal filings

Manufacturer may, in its discretion, elect to monitor websites and notify Distributor of any Online Sales Policy Infractions, including MAP. In the event of an Infraction, Manufacturer will notify offending party direct including Distributor in writing.

Infraction may lead to termination of the Product warranty, termination of the Product Guarantee, termination of the License to use of Manufacturer's trademark & other intellectual property, termination of distribution rights for Products, and subject to other remedies as provided by law. This Online Sales Policy is not intended to limit any rights and remedies available to manufacturer under applicable law, all of which are expressly reserved.

Manufacturer reserves the right to modify the Online Sales Policy at any time without notice.

A copy of the MAP can be found online at [www.dabpumps.us/en/USMAP](http://www.dabpumps.us/en/USMAP)

I have read and understand the Online Sales Policy and agree to adhere to its terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date