

**Boveda Inc.** 

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763-400-3709 (9:00am—5:00pm CST)

## **Boveda Marketplaces Policy**

Last Update: April 2023

- Boveda prohibits all wholesalers, distributors, and their customers from selling Boveda products on online marketplaces. Selling on or through third-party marketplace sites (e.g., eBay.com, Amazon.com, Walmart.com), drop-ship accounts (e.g., Overstock.com, Jet.com), classified sites (e.g., Craigslist.com, Facebook Marketplace), or via social media or Internet forums is strictly prohibited without the prior written consent of Boveda.
- 2. Any violation of this policy is grounds for termination of such wholesaler's, distributor's, or customer's right to purchase from Boveda in the future. Customers are permitted to sell Boveda on their own proprietary websites, but not on third-party marketplaces.
- 3. Products are to be sold in their original packaging, with all seals intact. Boveda prohibits relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations to the Products or their packaging. Sellers are prohibited from tampering with, defacing, or otherwise altering serial numbers, UPC codes, or other identifying information on Products or packaging. Boveda also prohibits removing, translating, or modifying the contents of any label or literature on or accompanying the Products.
- 4. Boveda maintains a "minimum advertising pricing policy" or "MAP" policy that restricts the minimum price at which the Products may be advertised. You can find the <u>MAP Policy here</u>.
- 5. If we discover any of our customers violating this policy, their accounts will be reported to that selling platform and as a result, their **entire account may be suspended**, depending on the platform policies. Once reported, Boveda has no control over the possible reinstatement of the account.
- 6. Boveda will not be able to assist in getting marketplace seller accounts restored with any external marketplace. Boveda does not offer support or intervention for accounts that have been suspended due to non-compliance with Boveda's reseller policy.
- 7. Merchandising Requirements: Reseller agrees to use imagery and product descriptions provided by Boveda unless given prior written consent from Boveda. Brand assets can be found at <a href="https://brandcentral.bovedainc.com">https://brandcentral.bovedainc.com</a>, Click here for <a href="https://brandcentral.bovedainc.com">Brand Guidelines</a>

## **Policy Purpose:**

At Boveda, customer satisfaction and brand protection are our highest priorities. Therefore, we strictly enforce our policy that none of our wholesale or distributor customers may sell our products on online marketplaces. Although these platforms offer potential for increased exposure and sales, we believe this approach leads to customer confusion, decreased product quality and consistency, and ultimately harms our brand's reputation.

Sellers who break up bulk products compromise the shelf life and performance of Boveda products, and shipping without overwrap or in envelopes increases the chances of damaging the product or causing leakage. Enforcing MAP pricing helps incentivize brick and mortar stores to carry Boveda and creates a consistent buying experience for customers.

Boveda's policy ensures a consistent buying experience for customers by prohibiting wholesale or distributor customers from selling on online marketplaces. Customers may sell Boveda on their own proprietary websites, but not on marketplaces. Boveda monitors marketplaces daily and will take action against violators. This policy aims to strengthen the Boveda brand and ensure customer satisfaction, benefiting all sellers.

Boveda aims to work with our customers to ensure their businesses' success and encourage them to sell our products through their own brick and mortar storefronts, proprietary websites, and other direct channels. Thank you for your cooperation and understanding.