

# ONLINE SALES POLICY

**Version 1.0**

**Date: 17.11.2022**

## **WHY DAB PUMPS HAS ADOPTED AN ONLINE SALES POLICY**

DAB recognises that the increase of the uptake of e-commerce market and digital solutions is a great opportunity to support the growth of its business in the coming years.

This digital landscape multiplies the selling options for a business but also adds complexity in how businesses interact online and how these businesses support their customers, and we want to ensure in any scenery that our ethical and business Principles stay true.

We want to support our business partners in their online sales of DAB products, whilst ensuring that interactions and benefits for the end user are maintained. In doing this, it is also essential that the brand reliability of DAB is maintained as well as the integrity of our business partners operating online.

Our Products are a valuable asset and are integral to DAB's image and reputation as perceived by stakeholders and our customers; they express our mission and values, strategic vision and purpose and we would maintain the highest standard of customer experience and protect, and better control the reliability of our brand and the intellectual property. For that purpose, we have set in place this Online Sales Policy, which we believe it will provide transparency and the necessary support for our business partners who choose to sell online, and it will also ensure that the customers who buy genuine DAB products online are supported in a manner that they would expect from a well-known brand.

The Online Sales Policy applies – without exclusions or discriminations - only to online sale activities and to all purchaser of our Products and those who now or in the future sell our Products through their e-commerce website or other online platform distribution.

All DAB Online Sellers have to adhere to this policy, and they have to ensure that all their On seller customers who intend to resell DAB products on their web-shops also comply with this Policy.

The Online Selling Policy is divided into six sections:

1. Definitions
2. Guidelines: how to promote dab's products on your e-commerce
3. How to deal "iconic products"
4. How to become a DAB Authorized Dealer
5. Policy enforcement, monitoring, and violations
6. Miscellanea

## 1. DEFINITIONS

For purposes of this Policy, the following terms shall have the following meanings:

**DAB Authorized Dealer** means a DAB account holder who purchases DAB Products with the aim to further re-sell them online to Buyers.

**DAB Brand** is characterised by the DAB logo, which is a unique design, sign, symbol, words, or a combination of these, employed in creating an image that identifies a DAB Product and differentiates it from its competitors.

**DAB Goodwill** is the established reputation of the DAB business regarded as a quantifiable asset and calculated as part of its value.

**DAB ICONIC Product** means the products included in the selected list in Section 3 for which the online selling is limited to DAB's distributor website only as better specified in this Policy. Sales on third party's marketplace are not allowed.

**DAB Product** means a product manufactured or first supplied by DAB or the DAB group for residential applications, as indicated below in the *Table n° 1*.

**Online Marketplace**, means a single website that provides multiple companies with the ability to engage in web-based product advertisement, order fulfillment, and/or payment processing services, such as Amazon, eBay.com, ManoMano etc.

**Online Seller** means a DAB Authorized Dealer or their own customers ("On seller"), both direct and indirect, who are involved in online sales of DAB product(s) via its own website with eCommerce capabilities or via an online Merchant Shopping Sites.

**On Seller** means customers' Online Seller.

**Policy** means this Online Sales Policy.

## 2. GUIDELINES: HOW TO PROMOTE DAB'S PRODUCTS ON YOUR WEB-SHOP

The aim of the following Guidelines is to protect DAB Brand and DAB Goodwill. These rules apply to any Online Sellers that want to sell DAB Products, through the internet, directly or indirectly.

The Online Sellers of DAB Products shall:

- ensure that he performs faithfully, industriously, and to the best of his ability, experience and talent, all duties that may be required by this policy;
- Obtain prior written authorization from DAB to become an "DAB Authorized Dealer", and inform DAB of all

- their customer who sell the Products online, identifying the online platforms on which sell or intend to sell;
- adhere to DAB's General Terms and Conditions of Sale and/or any existing agreement between the Parties;
  - clearly state the business name, trading name (if applicable), company registration number, business address and contact phone number(s), which distinguish them from DAB.
  - not make claims on behalf of DAB, or with the aim to represent themselves as DAB.
  - explicitly state that the Products are new, comes in its original packaging with full manufacturer's manuals.
  - ensure that any applicable consumer legislation and guarantees are complied with.
  - responsible for all customer service inquiries from customers who have purchased DAB Products through Online Sellers' website.
  - always be indicated as a point of initial contact for Buyer/end-user for everything concerning the Warranty on DAB Products. Further management of warranty cases between the DAB Authorized Dealer and DAB will be as per DAB's General Terms and Conditions of Sale and between the Online Seller and DAB as set out in applicable law.
  - Any additional and optional warranty given by the Online Seller to the Buyer/end-user in relation to DAB Product is not DAB warranty and is the full responsibility of the Online Seller.
  - promote and sell only products stocked in their warehouse.
  - always provide proof of transaction to the Buyer/end-user and provide a receipt for any transaction upon request from the Buyer/end-user.
  - clearly state their delivery promise with respect to DAB Products on offer. DAB does not conduct direct deliveries. An Online Seller is solely and fully responsible for delivery of DAB Product sold online to the Buyer/end-user.
  - clearly state the price, including applicable taxes and other fees as set out in relevant consumer legislation and any other relevant legislation.
  - clearly state arrangements for payment and Buyer's right of cancellation/return/refund as set out in the relevant consumer legislation and any other relevant legislation.
  - clearly state their own contact details regarding their own returns policy and for selection and technical enquiries with respect to DAB Products on offer. DAB will not accept any returns direct from Buyers who have purchased DAB Products through an Online Seller. An Online Seller is solely and fully responsible for managing all return arrangements, including warranty and refund, with the Buyer/end-user.
  - respect their audience and agree to not partake in any online behavior that may reflect poorly on DAB Products, DAB Brand, or DAB Goodwill (e.g., defamatory language / harassing content etc.);
  - have their own privacy policy in place consistent with applicable data privacy legislation, and manage data collected via their website in a responsible way. DAB is not responsible for any breach of confidentiality or

other violation of applicable data privacy legislation with respect to data collected and processed by Online Sellers.

- ensure that any product claim or description made online with respect to DAB Products on offer matches with the product being sold. They must not engage in any false or misleading representations. It is Online Seller’s responsibility to ensure the correctness of information being provided to Buyers.
- ensure that the Products are displayed and described in a professional and correct manner, using descriptions and images of DAB products directly provided or authorized by DAB (downloadable from DAB site). The DAB Authorized Dealer is the only one responsible for using DAB name, logo, or trademark in compliance with DAB branding guidelines (latest updated version available for download from DAB site);
- explicitly stipulate where a DAB Product is required to be installed by a trained or certified installer and be clear that failure to do so breaches the manufacturer’s warranty and may result in injury and/or death, may jeopardize applicable insurance policies or may be in breach of the relevant law.

In any case, the Onseller who is not DAB Authorized Dealer cannot use the DAB logo or trademark along with the image of DAB product unless it is an indispensable part of a product image.

### 3. HOW TO DEAL “ICONIC PRODUCTS”

To increase the DAB Goodwill, we have selected a limited range of products uniquely innovative, here called “ICONIC Products”, which follow a strategic of differentiation. There are some product families - the ICONIC Products - that accordingly to their peculiarities (*very high quality, unique and innovative, a high price within the markets in which DAB operates and DAB is a well-known and high value brand in the pumps’ market*) though they are permitted on direct selling websites are prohibited to be sold on **third party Online Marketplace**.

In particular, the ICONIC products are noted in the table below:

<i>Esybox Max</i>	<i>Esybox</i>	<i>Esybox Diver</i>	<i>Eswim</i>	<i>Nova up MAE</i>
<i>Esybox Mini</i>	<i>Eurocover</i>	<i>DTron2/3</i>		

*Table n° 1 – List of DAB ICONIC Product\**

\*The List of ICONIC Products is subject to change at any time and at the sole discretion of DAB.

### 4. HOW TO BECOME DAB AUTHORIZED DEALER

The On Line Seller must complete the following process:



\* DAB, at its sole discretion and at any time can revoke the Authorization.

## 5. POLICY ENFORCEMENT, MONITORING AND VIOLATIONS

DAB requests all Online Sellers to adhere to the guidelines outlined in this Policy if they are engaging in the online selling of DAB Products. All our Online Sellers are responsible for accurately, consistently, and professionally complying with this Policy. As such, they also should advise us of any not compliant promotion of a DAB products that they become aware of.

DAB will reserve the right to monitor compliance of any online sale with the aforementioned Policy requirements, including surveilling the practices of the Online.

If we find that an Online Seller is not performing in compliance with this Policy (e.g there is a violation in the representation of DAB Products in third party's marketplace, or a violation in the representation of ICONIC Products in customer's website, a violation of using ICONIC Products in third party's marketplace) we will be the only one entitled to decide how to deal the violation. In particular, our actions may include, but not be limited to:

- a) contact the Online Seller and request to be compliant with this Policy as quickly as possible.
- b) where relevant, seek any costs suffered for the Not-compliant promotion/selling of DAB Products met by DAB.
- c) revoke the DAB Authorized Dealer;
- d) early terminate the contract if the Online Seller does not undertake immediately reasonable steps to ensure the compliance with the Guideline here stated.

In any case DAB expressly reserves all rights and remedies available by law and by Contract for any violation of this Policy.

## 6. MISCELLANEA

This Policy does not, in any way, replace or amend the requirements under relevant consumer protection legislation or any other applicable legislation.

DAB reserves the right to modify this Policy at any time without notice.

This Policy does not cover all aspects of applicable consumer legislation, relevant to your business and it remains solely responsibility of the Online Seller to adhere to all current and applicable laws and regulations.

This Policy is a unilateral policy under which we are willing to market/publicize DAB products; any interpretation on it shall be within the sole discretion of DAB.

We can provide help and guidance with respect to DAB branding guidelines, examples of suitable wording for contact information, warranty information and stipulations as to installation and operating requirements. Any



request of clarification and/or information on this Policy should be directed to: [onlinesales@dabpumps.com](mailto:onlinesales@dabpumps.com).

Approved on 11/17/2022