



DynaVap Terms and Conditions

1. Minimum Order Quantity. The minimum order quantity is \$500 for wholesale accounts.
2. Brand and Patent Infringement: As a DynaVap reseller,
 - a. You will not manufacture and or sell products that resemble the DynaVap brand and design. Additionally, authorized resellers of DynaVap product are not permitted to sell products that are infringing on DynaVap IP. Not adhering to this condition may result in termination of your account and legal action.
 - b. You will Follow DynaVap's Trademark and Brand Policy
 - i. The Reseller must comply with "DynaVap's Trademark & Brand Policy." Any use of DynaVap trademarks and branding inconsistent with this policy or otherwise without DynaVap's approval is strictly prohibited.
3. Only Purchase DynaVap Products Directly from DynaVap, or an Authorized DynaVap Distributor
4. Wholesale Partners who sell to Resellers: If you are selling DynaVap to a reseller, you are responsible to ensure the reseller adheres to all of the terms and conditions.
5. Only Sell DynaVap Products in their Original Packaging
 - a. The Reseller must not alter the original DynaVap packaging in any way. Selling DynaVap products outside of their original packaging or under another name is strictly prohibited.
6. Warranty and Returns: DynaVap accepts returns on non-defective products up to 90 days from receipt of product. DynaVap will replace 100% of defective products. Please follow the following process for warranty and returns:
 - a. Consumer to take pictures of damaged or defective product;
 - b. DynaVap retailer/reseller reviews the product to determine if the product is damaged or defective;
 - c. DynaVap retailer to contact account manager to verify that the product is damaged or defective; If determined damaged or defective, the retailer/reseller is to replace product;
 - d. DynaVap will replenish the retailer's/reseller's inventory at no cost;
 - e. Product replacement will be shipped with retailer's/reseller's next DynaVap order. If product is wanted sooner, the retailer/reseller is responsible for shipping cost associated with the warranty.



7. Wholesale Product Buy Back: DynaVap resellers are able to return any New or Unused product purchased from DynaVap up to 6 months from the original purchase date. Any returns or refunds unrelated to warranty or defective product will be subject to a 20% restocking fee. The reseller is liable for the shipping and taxes associated with the return of any product.

- a. After 6 months, DynaVap will not entertain product buy back.
- b. Any product that has been altered from its original state (adding color, texture, coatings) is no longer valid under DynaVap's warranty;
- c. DynaVap offers a lifetime warranty on all metal vaporizer products (O-rings and CCD's are not included). Wood and glass products are not covered under a lifetime warranty. For specific warranty information about wood or glass products, please contact your Dynavap Account Manager.
- d. DynaVap offers limited warranties on certain electronic products. Contact your account manager for details.

8. Reseller/Retailer Promotions: In store and online coupons, discounts, and promotions on DynaVap products cannot exceed 15 days. No coupons, discounts, promotions, or sales can exceed 20% off, unless approved by DynaVap. Please contact your account manager for approval of planned promotions. Violation of Promotion rules or guidelines are grounds for DynaVap to close your account.

- a. Wholesalers shall have the opportunity to participate in DynaVap's 3 Major Sales during a calendar year, including: Black Friday, 419, and the BID sale.
- b. All sales that do not fall under the 3 listed sales periods need to be communicated and approved by your DynaVap account manager.

7. Authorized eCommerce Reseller Policy: DynaVap is committed to working with customers to facilitate the sale of DynaVap products through eCommerce channels. DynaVap maintains an Authorized eCommerce Reseller Policy to protect DynaVap's brand and intellectual property, as well as authorized channel partners. This policy is also in place to protect end customers, ensuring they receive accurate product information, pricing and warranty protection that meets DynaVap standards. Finally, the policy works to ensure fair competition among resellers as well as supporting those who have invested in stocking and marketing DynaVap products and abide by DynaVap policies and programs. DynaVap will interpret and enforce this policy at its sole discretion. In order to qualify and remain a DynaVap Authorized eCommerce Reseller ("Authorized eCommerce Reseller"), you must adhere to this Authorized eCommerce Reseller Policy at all times.

In addition to compliance with the Terms & Conditions set forth in this document or communicated to you by an Account Manager, DynaVap requires Authorized eCommerce Resellers to:

- a. Provide Current Business Information and Disclose All Locations that Carry DynaVap Products



The Reseller must provide accurate and up-to-date company and contact information, including all identities, retail locations, and e-Commerce websites that are selling DynaVap Products, upon request.

- b. Third-Party Marketplace Websites
DynaVap products are not to be sold by Resellers on eBay, Alibaba, Amazon, Shopee, Walmart, DHgate, or any other third-party online sales platform. If a Reseller posts DynaVap products on a third-party platform, their DynaVap agreement will be suspended.

The Reseller can sell DynaVap products on eCommerce sites owned and operated by the Reseller without prior approval from DynaVap.

- c. Provide Excellent Customer Service
A Reseller must provide an easily locatable phone number, email address, or direct message link on Reseller owned websites, approved third party marketplace websites, internet listings, etc. Customer inquiries initiated by these contact methods must be responded to by the Reseller in a timely manner.

10. Benefits Provided to Authorized eCommerce Resellers

- a. Use of DynaVap's product photos, copy, graphics, sales literature, trademarks, etc.
- b. Access to DynaVap's product specifications
- c. Inclusion on DynaVap's Where to Buy web page
- d. Social media assets
- e. Sales training for reseller staff
- f. Inclusion in new product launches
- g. Access to DynaVap Dropship Program

11. Failure to comply:

- a. It is the Reseller's responsibility to comply with this Policy. However, DynaVap will communicate with the Reseller if DynaVap becomes aware that Reseller is not in compliance with any terms of this Policy in an effort to maintain Reseller's Authorized eCommerce Reseller status.
- b. Continued failure to comply with the terms of the DynaVap Authorized eCommerce Reseller Policy will result in the Reseller losing its Authorized eCommerce Reseller status.
- c. Once a Reseller has lost Authorized eCommerce Reseller status, the Reseller's account with DynaVap will be terminated and/or they will be included on the DynaVap Do Not Sell List which is provided to all DynaVap distributors. In addition, the Reseller forfeits all of the benefits highlighted above.

DynaVap reserves the right to modify these Terms & Conditions at any time.