

Bathmate Terms and Conditions of Resale from 1st January 2016

Before placing an order with Brand ONE, Inc., Distributor, Wholesaler or Retailer must read and agree to the terms and conditions contained herein regarding the marketing and resale of bathmate products.

Pricing

Manufactures Recommended Retail Price are contained in the table below

Bathmate Pricing	Dollar	Dollar
	MAP	MSRP
Hercules / Hydro 7 Red Blue & Clear	\$ 110.00	\$ 129.99
Hydromax X20 / Hydromax 5 Red Blue & Clear	\$ 139.00	\$ 139.99
Hydromax X30 / Hydromax 7 Red Blue & Clear	\$ 158.00	\$ 169.99
Hydromax X30 Wide/ Hydromax 7 Wide Boy Red Blue & Clear	\$ 169.99	\$179.99
Hydromax X40 / Hydromax 9 Red Blue & Clear	\$ 193.00	\$ 199.99
Hydromax X20 Xtreme /HydroXtreme 5	\$ 249.00	\$ 249.99
Hydromax X30 Xtreme/ HydroXtreme 7	\$ 299.00	\$ 299.99
Hydromax X40 Xtreme/ HydroXtreme 9	\$ 349.00	\$ 349.99
Hydromax X50 Xtreme/ HydroXtreme11	\$ 349.00	\$ 349.99
Hydrodouche	\$159.99	\$ 159.99
Bathmate - Shower Strap	\$ 24.99	\$ 29.99
Bathmate – Measuring Guide	\$ 24.99	\$ 29.99
Cleaning & Storage Kit	\$ 45.00	\$ 49.99
Hercules Comfort pad	\$ 10.00	\$ 12.99
MaxOut Jelqing Serum	\$49.99	\$49.99
Bathmate Trim	\$34.99	\$39.99

Bathmate policy - all resellers that buy direct from authorized resellers should respect MAP

Marketing and Promotional activities

1. The use of bathmate registered trademarks for use in search engine optimization practises must be authorised by DX Products in writing.
2. Distributor, Wholesaler or Retailer shall conduct marketing activities in a lawful manner with the highest standards of fair trade, fair competition and business ethics, and shall ensure its employees do the same. Distributor, Wholesaler or Retailer shall market the property in such a way that they do not break any law in any of the Countries in which they trade and shall not make any statements or claims that are untrue or inaccurate.
3. It is the Distributors, Wholesalers or Retailers sole responsibility to ensure that they trade with the Laws of the Countries in which they sell the bathmate family of products
4. Should the Distributor, Wholesaler or Retailer breach the Law in any Country in which they trade, the Distributor, Wholesaler or Retailer accepts and understands that they have the responsibility to ensure they trade legally and that they indemnify DX Products against any and all wrongful advertising or statements.
5. Official bathmate promotional material is available through www.dxpssupport.com . These are the only official materials produced by bathmate; any other promotional material used by a reseller is entirely at the responsibility of the reseller.
6. The Distributor, Wholesaler or Retailer agree not to market any other water based penis pump while stocking bathmate

Amazon EBay and other internet auction sites

DX Products will remove any seller from internet auction sites. Unless the reseller has been authorised by DX Products. This is for the following reasons:

1. To prevent counterfeit products that violate our Patent Rights, Copyright and Trademarks being sold on the aforementioned sites
2. To prevent the transmission of sexual infections through the use of the product in second hand retailing
3. To prevent buyers purchasing on the above mentioned sites from being subject to fraud from disreputable sellers
4. To ensure that each and every bathmate user gets 100% value for money including high quality customer support after sales support

Trade Mark, Copyright, Design Registration

1. Should the Distributor, Wholesaler or Retailer become aware of a counterfeit bathmate product they should immediately notify Brand ONE, Inc. by email (sales@hydromaxbathmate.com)
2. Distributors, Wholesalers or Retailers are not permitted to apply for Patents/Design Registration or Trademarks relating to bathmate without prior consent

Warranty & Returns

DX Products provides the end-consumer with a 2 year warranty on all products, any faulty product must be returned to DX Products factory in the UK before a refund or credit note will be given. DX Products will pay for the return shipping.

Payments & Shipments

1. All accounts must be current before acceptance or shipment of new orders.
2. All orders are shipped C.O.D. CASHIER'S CHECK/MONEY ORDER, or must be PREPAID IN FULL by company check, VISA, MASTERCARD or DISCOVER, unless other arrangements have been pre-approved
3. A 2% credit card processing fee will be applied to any invoice that is paid with a credit card.
4. There will be a \$35.00 charge for all returned checks.
5. Customers will be charged a 2% per month service charge on any past due amounts.
6. Further, should any legal action be necessary to collect any past due amounts, Brand ONE, Inc. shall be entitled to collect reasonable attorney's fees and court costs involved in such collections.
7. All orders are subject to acceptance by Brand ONE, Inc.
8. Prices and specifications are subject to change with a one month notice.
9. All products are invoiced at the prevailing prices effective the day your order is placed.
10. Any returns must be pre-approved by Brand ONE, Inc. and must be accompanied by a RETURN AUTHORIZATION NUMBER.
11. Any unauthorized returns received by Brand ONE, Inc. will not receive credit and will not be returned.
12. Any product that has been damaged in shipment SHOULD NOT BE ACCEPTED BY YOUR RECEIVING DEPARTMENT.
13. Any shortage or damage claims must be made within five days from day of delivery.
14. Brand ONE, Inc. is NOT liable for any shortage claims submitted after five days from day of delivery.
15. Product that has been incorrectly shipped must be reported within five business days and will be returned at our expense.
16. Any other product may be returned at your expense subject to a 20% restocking charge.
17. Product cannot be returned unless it is in its original packaging.
18. No product may be returned for any reason after 6 months.

Remedies

Brand ONE, Inc. reserve the right to terminate any Distribution or Wholesale account found to be in violation of this agreement as well as cancel any order placed but not yet shipped.

Agreement to Terms & Conditions

By placing an order after 1st April 2016 with Brand ONE, Inc. every Distributors Wholesalers and Retailers agrees to abide by the above terms and conditions. All terms and conditions including price of goods are subject to change at any time. We

reserve the right to refuse any order for any reason and to stop supply of bathmate products should this agreement be breached or broken.