

DEATH BY AUDIO AUTHORIZED RETAILER POLICIES

REVIEW THESE POLICIES AND REPLY IN AN EMAIL THAT YOU UNDERSTAND + AGREE.

I. PRICING POLICY

We strive to maintain a fair playing field for all Authorized Retailers. Failure to comply is quite simple- we will no longer do business with you. Weekly MAP checks will be performed for your assurance. If you are found to be in violation of our policies, we will issue you a warning and you must fix the problem(s) immediately. If we find you in violation of our policies a second time, we will revoke your wholesale account and Authorized Retailer status.

1. Death By Audio products sold as 'New' must adhere to MAP pricing that we have determined.
2. Death By Audio products sold as 'New' may not include 'Make an Offer' or similar features.
3. Death By Audio products cannot be bundled with other stock (such as cables, power supplies, etc) at *equal to* or *less than* the MAP price of the Death By Audio product. We cannot stop stores from discounting their other products, but the price must reflect that it is not the Death By Audio item that is being discounted- as no such discounts are allowed unless specifically agreed upon by Death By Audio.
4. Units shall not be sold as 'Demo' or 'Floor Model' stock. All Death By Audio products should be listed as either 'New', 'Mint', 'Used', or 'Gently Used' condition. For example, filming a demo video is not considered "used" unless the product becomes flawed in the process.
5. All 'Used', 'Mint' or 'Gently Used' items **MUST** have different photos other than Death By Audio stock photos or your store's stock photos of the listed pedal. Ideally, the photos will show the wear-and-tear or reason for the item's classification. The listing must also contain a brief description as to why it is considered 'Used', 'Mint', or 'Gently Used'.
6. Death By Audio products will not be included in 'Sales' or 'Promotions' unless

we have advised and agreed upon the sale or discounted price. Occasionally, we allow sale periods and we will inform all Authorized Retailers via email prior to the lifted MAP pricing.

II. PAYMENT TERMS

Payment is required at the time of order placement. We accept credit cards and PayPal through our website. If you would prefer to pay via wire or ACH payment, you may request our bank info. Orders will not ship until payment has been accepted. We do not offer Net Terms.

III. SHIPPING

Authorized retailers located in the United States will receive free shipping to your place of business. Authorized Retailers not located in the United States will receive free shipping if the order placed reaches \$4,000 USD. If you have a preferred UPS account you would like us to use, you must inform us of the account # via email or on the order at the time the order is placed.

WE DO NOT DROP SHIP.

IV. REPAIRS

Death By Audio offers free lifetime repairs (lifetime of the company). If you find that you have a defective pedal or pedal in need of repair, please email:

repairs@deathbyaudio.com.

V. ADDITIONAL TERMS + CONDITIONS

Death By Audio policies may be modified or updated at any time, with notice provided to Retailer.