

At Aquamira[™], we have committed ourselves to building a business and brand reputation known for exceptional products. To maintain this reputation and brand image for our Aquamira[™], Geigerrig[™], Frontier[™], Water Basics[™], and Divvy[™] product lines, we have unilaterally adopted a Minimum Advertised Price policy that includes policy and restriction for selling our products on Amazon.

This MAP policy shall apply to all branded products purchased from Aquamira[™], including all products listed and shown on the Aquamira[™] website and branded micro-sites. The MAP for our Aquamira[™], Geigerrig[™], Frontier[™], Water Basics[™], and Divvy[™] product lines will be MSRP unless otherwise noted on an approved order form. This policy does not apply to Aquamira[™] sponsored closeouts and items deemed promotional in nature, nor does it apply to the manufactured, demo or used products which are clearly and conspicuously identified as such; provided, however, resellers may not advertise a discount of a promotional greater than the MAP discounted price shown on the price sheets and order forms.

Resellers may only advertise Aquamira[™] products at a price that is at or above the MAP without any form of strike through or other obliteration of such MAP. If Aquamira[™] determines, in its sole discretion, that a reseller has taken any action that does not preserve MAP and/or refuses to comply with this policy: (i) Aquamira[™] will immediately cancel all orders from that reseller; and (ii) Aquamira[™] will refuse to accept any new orders from that reseller for a period of no less than thirty (30) days; (iii) for resellers violating this MAP policy a second time, Aquamira[™] will immediately cancel all orders and refuse to accept any new orders from that reseller indefinitely or until such time as Aquamira[™] determines is appropriate, in its sole and absolute discretion. Additionally, the right to use Aquamira[™] photography, video and copy is also forfeited until reseller status has been reinstated.

Advertising includes all forms of publicly disseminated or broadcasted promotion in any media, including but not limited to, websites, audio, video and other forms of electronic media, direct media, newspaper or magazines, material at trade shows, coupons, billboards, and catalogs. Online advertising languages such as “click here for a better price”, “price too low to miss”, “click here for our price”, “e-mail for a lower price”, “add to shopping card to see lower price”, or other language, features or symbols that would indicate, display or imply that a lower MAP is offered may not be used.

AMAZON AND OTHER THIRD PARTY SITES - Because of the inability to appropriately apply and monitor this policy on Amazon, E-bay, Walmart.com, Jet, etc. sales of Aquamira[™] products is strictly prohibited. As of October 20th, 2017, Aquamira[™] will be actively protecting its brand value on Amazon by fully exercising its Brand Registry rights.

PRIVATELY OWNED, NON-PUBLIC DATABASES - Aquamira[™] has no policy with regard to any reseller offering a “below MAP sale” to their private database of customers so long as the sale is conducted within a digital space, or private space, that is accessible and viewable only by the reseller’s closely-held database of customers (I.E. proprietary database e-mail campaigns).

Each reseller is free to independently decide whether or not to follow this policy in connection with its advertised prices. However, advertising a price, or taking an action contrary to this policy, may result in the above-mentioned actions. Aquamira[™] is free to do business with any individual or firm that it chooses.

Aquamira[™] does not ask for, nor will it accept or discuss, any assurance of compliance or agreement from a reseller regarding this MAP policy or any conditions of acceptance related to this MAP policy. Aquamira[™] requests that resellers not attempt to discuss their own pricing, or the pricing of others with us. Aquamira[™] will strictly construe this policy and will, without prior notice, refuse to continue to do business with any reseller who does not comply.

The laws of the State of Utah shall govern all transactions between Aquamira[™] and reseller, and reseller agrees to submit to the jurisdiction of the Federal and States Courts in Logan, UT, USA.