

# PAVOI

WHOLESALE POLICY 2022

## Wholesale Policy

*Date Updated: 05/27/2022*

Thank you for your interest in becoming a Retailer on the Pavoï wholesale online marketplace (“Pavoï Wholesale Marketplace”). Pavoï’s wholesale offerings are accessible through its website (the “Wholesale Site”), and, collectively with the Wholesale Site, are considered the wholesale services by Pavoï (the “Wholesale Services”). These terms are the supplementary terms of service for wholesale retailers using the Services (the “Wholesale Terms”), and they, along with Pavoï’s [General Terms of Service](#) (the “General Terms”) and [Privacy Policy](#), govern your purchase of goods as a Retailer through the Wholesale Services. These Wholesale Terms may reference and link to various Pavoï policies that provide additional details regarding the Services, and such policies are incorporated herein by reference and are to be treated as part of these Wholesale Terms. You hereby acknowledge and agree to terms and conditions set forth below. To the extent these Wholesale Terms conflict with the General Terms, the Wholesale Terms shall govern for purposes of the Wholesale Services.

The terms “Pavoï,” “us,” and/or “we” refer to Akofiko Inc. (DBA Pavoï). The terms “you” and/or “your” refer to you as a user of the Wholesale Services as a Retailer.

### ◆ Key Definitions

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1. “Retailer” means a buyer who purchases goods through the Wholesale Services for the purpose of resale.
2. “Private Label Retailer” means Retailers whom Pavoï, through express written consent, allows to sell goods, purchased through the Wholesale Services, under any trademark, service mark, corporate name, logo or trade name owned by Retailer.
3. “Purchase Order” means any wholesale order including any Initial Wholesale Order or Wholesale Reorder made through the Wholesale Site or the Wholesale Services.
4. “Initial Wholesale Order” means a Retailer’s Initial Purchase Order created by completing our checkout process through our Wholesale Site or otherwise through the Wholesale Services.
5. “Wholesale Reorder” means a Retailer’s subsequent Purchase Order created by completing our checkout process through our Wholesale Site or otherwise through the Wholesale Services.
6. “End Customer” means any purchaser of goods that were originally purchased by Retailer through the Wholesale Services.
7. “Manufacturer’s Suggested Retail Price” (or “MSRP”) means, for any particular good in question, the non-sale, single unit price listed on our consumer facing retail website [www.pavoi.com](http://www.pavoi.com).

## ◆ Account Registration – Wholesale Accounts

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1. *Wholesale Account.* To purchase goods through the Wholesale Services as a Retailer, you must register, create a retailer wholesale account (“Wholesale Account”) and be approved by Pavoï . We reserve the right to deactivate your account if we find that you are in breach of these Wholesale Terms.
2. *Qualifications.* To qualify for a Wholesale Account, Retailers must satisfy the minimum list of conditions below. Pavoï, in its sole discretion, may include additional requirements to protect its brand and may add to this list of qualifications at any time.
  - 2.1. Retailers must have a physical brick and mortar store or physical pop-up store that is presently open and authorized to do business (authorized subscription boxes and booths may also qualify at our discretion). Retailers are allowed to have an online store and presence, but only in addition to, not in lieu of, physical stores.
  - 2.2. Retailers must have, and upon request provide proof of, a valid reseller’s permit or ID (or your state’s or region’s equivalent documentation).
  - 2.3. Qualifications for Private Label Retailers may vary. Pavoï will evaluate Private Label Retailers on an individual basis.

## ◆ Retailer Restrictions

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1. Goods purchased by Retailers via the Wholesale Services must be sold in brick-and-mortar stores under the PAVOI brand, unless Retailer has received express written consent from Pavoï to sell as a Private Label Retailer.
2. Goods purchased by Retailers via the Wholesale Services may not be sold or advertised on any website, unless the Retailer’s website is directly associated with and under the same brand as their brick-and-mortar physical store.
3. Goods purchased by Retailers via the Wholesale Services must be sold at (Manufacturer’s Suggested Retail Price (MSRP).
4. Goods purchased by Retailers via the Wholesale Services may not be re-sold to other wholesalers, sold in bulk to other retailers for re-selling, or sold to any person or entity with the knowledge or intent that it will be used for retail purposes.

## ◆ Advertising and Product Content Restrictions

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1. *Limited License.* Pavoï grants to Retailers a limited license to use Pavoï’s trademarks, but only in connection with sales of the goods purchased from Pavoï through the Wholesale Services. Retailer agrees not to remove, alter, or obscure any product label affixed by Pavoï, unless necessary to comply with local legal requirements relating to labeling. Retailers shall not at any time do or permit any act to be done which may in any way impair the rights of Pavoï in the our trademarks or the value of our trademarks. In addition, Retailer shall: (i) use the Pavoï’s trademarks in compliance with all relevant

laws and regulations, and (ii) not modify any of the Pavoï's trademarks in any way and not use any of the our trademarks on or in connection with any goods or services other than the goods purchased through the Wholesale Services

2. *No License.* Pavoï displays various Content related to the products, including photographs, product descriptions, Brand stories and any other related content for sale on its Wholesale Site. YOU AGREE THAT YOU WILL NOT USE ANY SUCH CONTENT FOR ANY ADVERTISING PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT FROM PAVOI. This includes any ad or media campaign, including postings, emails, ads or any other communication on Facebook, Instagram or Google, among others.

## ◆ Private Label

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1. To become a Private Label Retailer you must request and obtain express written approval from Pavoï. All requests must be sent to [wholesale@pavoï.com](mailto:wholesale@pavoï.com). If you are not approved to become a Private Label Retailer, all items purchased must display the Pavoï name, marks and branding at all times, no exceptions.
2. Private Label Retailers shall: (i) comply with all relevant laws and regulations with regards to the sale of any goods purchased through the Wholesale Services, and (ii) not modify any of Pavoï's goods in any way.
3. Retailers are not allowed to partake in trademark bidding – i.e. bidding on search terms that include the Pavoï name or Pavoï's other trademarks – unless Retailer has received express written consent from Pavoï.
4. Private Label Retailers may sell goods purchased via the Wholesale Services on a website to End Customers, but Private Label Retailers must receive express written approval from Pavoï and receive Private Label Retailer status prior to listing any goods purchased via the Wholesale Services on a website.

## ◆ Product Compliance and Content Compliance

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1. You acknowledge and agree that Pavoï is not required to determine whether the products sold through the Wholesale Services, or any Content related thereto: (i) comply with all laws, rules and regulations, including but not limited to, safety, labeling, testing, warning, import/export, and/or other consumer protection law requirements; (ii) do not infringe upon the intellectual property, publicity or other rights of others; (iii) do not contain false, inaccurate or misleading information; (iv) are allowed to be sold from any jurisdiction and/or into your jurisdiction; and/or (v) are allowed to be sold by you from your jurisdiction into your End Customer's jurisdiction. YOU AGREE TO CONDUCT THE NECESSARY DUE DILIGENCE FOR COMPLIANCE AND SUITABILITY OF SELLING ANY PRODUCTS PURCHASED THROUGH THE SERVICES. YOU HEREBY RELEASE PAVOI FROM ANY LIABILITY WITH RESPECT THERETO, AND AGREE TO INDEMNIFY, DEFEND AND HOLD PAVOI HARMLESS FOR ANY CLAIMS AS SET FORTH IN THE INDEMNIFICATION SECTION BELOW.

## ◆ Orders

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1. *Order Minimums.* The minimum order for Initial Wholesale Orders is 200 units. The minimum order for Wholesale Reorders is 50 units. Minimum orders for Retailers doing private labels may vary subject to Pavoï's sole discretion.
2. *Right to Refuse.* You acknowledge and agree Pavoï may refuse to complete your purchase for any reason.
3. *Pricing.* At times, we will promote items at a discount or with a reduced shipping rate to retail consumers ordering through our retail website. These offers do NOT apply to Wholesale Orders or Retailers. You can access our wholesale pricing, including any applicable discounts, through our wholesale page once your account has been approved.
4. *Inventory.* Pavoï will undertake commercially reasonable efforts to sell goods to Retailers. However, you acknowledge and agree that Pavoï cannot guarantee inventory. All product availability and product pricing is subject to change and seasonal availability.
5. *Purchase through Wholesale Site.* All Purchase Orders (including Wholesale Reorders) must be placed through the Wholesale Site: <https://wholesale.pavoi.com/>
6. *Testers and Samples.* We do not offer any testers or samples through our Wholesale Services. If you would like to test or sample an item, you may make smaller orders through our consumer retail site at [www.pavoi.com](http://www.pavoi.com).
7. *Confirmations and Tracking.* A confirmation of the Purchase Order will be sent after the payment has been approved. Once the goods specified in the Purchase Order have shipped, you will receive an email confirmation with the tracking number.
8. *Shipping Address and Drop Shipping.* You agree to provide a valid, physical address to receive the product that you order through the Wholesale Services. Pavoï does not offer drop shipping to End Customers of Retailers.
9. *No Order Changes.* We will not be able to honor change requests to orders after a purchase is made. Kindly make sure to carefully review your order before submitting it.
10. *Shipping Insurance.* Retailers have the option to purchase shipping insurance during checkout on our Wholesale Website via our partner, [Route](#). If you choose not to insure your shipping, you accept full liability for any loss, damage, or other issues that may arise during the shipping associated with your Purchase Order. Please see Route's terms and conditions here <https://route.com/terms-and-conditions>, and a summary of their insurance policy here <https://route.com/insurance>.

## ◆ Payment

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1. *Payment Methods.* To make a purchase, you must link an approved payment method with your Wholesale Account. Approved payment methods include credit card, debit card, or express checkout credentials via Shop Pay, PayPal or Google Pay. All payments must be done in the same currency as the invoice, which is in USD. Approved payment methods may vary from time to time and by region.

2. *Agreement to Pay.* By submitting payment details in conjunction with registering for a Wholesale Account and purchasing goods, you agree to pay for the goods purchased, and any applicable taxes and other fees that may accrue, and you authorize PavoI to charge the payment method with the information you have supplied to PavoI, and to credit that payment method to make any adjustments if necessary. PavoI reserves the right to correct any errors in pricing. We will charge your default payment method on file in your Wholesale Account. If it fails, we reserve the right to charge any other payment method you have included in your Wholesale Account.
3. *Payment Processors.* PavoI uses third-party service providers for credit card payment processing, fraud alerts, payment processing and disbursement of funds. You acknowledge and agree that PavoI may share information about you with those payment processors in order to complete the transaction.

## ◆ Shipping Costs and Lead Times

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1. *Shipping Costs.* Unless PavoI has specifically authorized free shipping, you are responsible for and agree to pay for all shipping costs. Shipping costs will automatically be added to your invoice which will be viewable at checkout. Shipping costs will vary depending on the weight of the package and where the package is being shipped from.
2. *Shipping delays.* PavoI will use commercially reasonable efforts to ship within **5 business days** of the purchase date. Any time quoted by PavoI for delivery is an estimate only. PavoI is not liable for any loss or damage arising from any delay in filling any Purchase Order, failure to deliver, or delay in delivery. However, if PavoI delays shipment of any goods for more than ten (10) days after the purchase date, then Retailer may, as its sole remedy, cancel the unshipped Purchase Order by giving PavoI written notice prior to any shipment of goods.
3. *Shipping within the USA only.* PavoI can only ship goods to destinations within the United States, which includes the 50 States and Washington D.C. PavoI does not ship to any of non-state U.S. territories such as Puerto Rico or Guam.
4. *Multiple packages.* Goods specified in one Purchase Order may be shipped in multiple packages.
5. *Shipping Address.* Your goods will be shipped to the shipping address provided on the Purchase Order. PAVOI will not be able to ship goods from a specific Purchase Order to multiple addresses. If you would like goods from a specific Purchase Order to be shipped to various addresses or on different dates, please place one Purchase Order for each shipping address and date. PAVOI is not responsible for lost shipments or delays if the Retailer provides incorrect delivery details.
6. *Shipping issues.* If packages are returned due to incorrect shipping details provided, we are not responsible for re-shipping. You will need to pay for shipping & handling charges for the new shipment before any Purchase Orders are reshipped. All shipment issues must be sent to the following email: [wholesale@pavoi.com](mailto:wholesale@pavoi.com).

## ◆ Returns, Refunds, Cancellations

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1. *Returns.* **ALL WHOLESALE ORDERS ARE FINAL AND CANNOT BE RETURNED OR EXCHANGED. WE ARE NOT RESPONSIBLE FOR ANY RETURN OR EXCHANGE REQUESTS MADE BY YOUR END CUSTOMERS, AND WE WILL NOT PROCESS ANY RETURN OR EXCHANGE REQUESTS MADE BY END CUSTOMERS.**
2. *Exceptions.* If you receive a product that is damaged, the shipment includes missing or incorrect items, you must report the issue within five (5) days of receiving the product. You agree that if you do not timely report the issue, the product shall be deemed delivered and satisfactory. Each item must be unworn and packed in its original packaging for a refund or replacement to be processed.
3. *Claims.* All quality claims must be sent to the following email: wholesale@pavoi.com. Any shipment claims or errors must be submitted within five (5) business days of receipt. Quality claims must include (a) photos that show the issue of each item, and (b) any supporting documentation that may be necessary to show proof of claim. Pavoi reserves the right to accept or reject any missing or damaged report filed by a Retailer in its sole reasonable discretion, including in the event Pavoi suspects any fraudulent activity. Pavoi's decision whether to accept a damaged or missing claim shall be final. All replacement requests are subject to inventory. Pavoi will not process replacement requests if we don't have the available inventory requested by Retailer. In these cases, we will only be able to offer a refund.
4. *Timing.* Retailer will be informed once the claim is approved or rejected, but no longer than ten (10) business days after the claim is received. All relevant documentation regarding a claim must be received by Pavoi before a claim will be considered "received". A replacement or refund will be processed within five to ten (5-10) business days of the claim being approved. The Retailer will receive the refund only after the return is received at the warehouse.
5. *Cancellations and modifications.* Pavoi will not accept cancellation or modification requests once Pavoi has initiated a shipment to the Retailer. Prior to shipment, Pavoi will incur certain costs that make it necessary to charge a fee for any cancellations and modifications ("Change Fee"). As such, Pavoi will charge a Change Fee for any modification or cancellation request that we receive after we begin processing your order, and issue a refund that is equal to the purchase price minus the Change Fee. The Change Fee will be based on the costs incurred by Pavoi. At minimum, these costs will be \$25 per order + \$0.50 per unit. For purposes of illustration, for a Purchase Order of 100 units, the Change Fee would be \$25 + \$50 (.50 x 100) = \$75 USD. These rates are subject to change without notice in the event costs to Pavoi increase.

## ◆ Indemnity

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1. You agree to defend, indemnify, and hold Pavoi, and its parent, subsidiaries, affiliates, partners, successors, and assigns, and each of their owners, members, officers, directors, employees, agents, representatives, contractors, subcontractors, licensors, service providers and third party content providers harmless from any claims, liabilities, damages, judgments, awards, losses, costs, expenses

and fees (including reasonable legal and accounting fees) made by any third party due to or arising out of your violation of these Wholesale Terms, the General Terms and/or any law or the rights of a third party, and/or your use of or participation with the Wholesale Services.

## ◆ Termination

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1. If you breach any of these Wholesale Terms or General Terms, Pavoï will have the right to temporarily suspend or permanently terminate your Wholesale Account, these Wholesale Terms and the General Terms in our sole discretion and without prior notice to you. We reserve the right to revoke your access to and use of the Wholesale Services at any time, with or without cause. In the event we terminate these Wholesale Terms, your Wholesale Account and/or the General Terms due to your breach, you will remain liable for all amounts due hereunder. **YOU MAY TERMINATE YOUR RELATIONSHIP WITH PAVOI AT ANY TIME BY CONTACTING OUR SUPPORT TEAM AT [wholesale@pavoi.com](mailto:wholesale@pavoi.com) OR AS OTHERWISE INDICATED IN YOUR ACCOUNT PORTAL. PAVOI WILL CLOSE YOUR WHOLESALE ACCOUNT ONCE THERE HAS BEEN AN ACCOUNTING OF ALL MONIES DUE AND OWING.**





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