

An underwater photograph of a woman and a child swimming. The woman in the foreground is wearing a yellow and white snorkel mask and has her mouth open. The child in the background is wearing a purple snorkel mask and is also smiling. The water is clear blue with some bubbles and light reflections.

DEALER AGREEMENT

# BLUE

**CRESSI**  
SNORKELING  
& SWIM 2025

# INDEX



## 01

### CORPORATE INFO

BLUE TERRITORIES

## 02

### CRESSI BLUE TERMS & CONDITIONS

CRESSI BLUE TERMS & CONDITIONS  
SHIPPING FAQ

## 03

### DEALER INFORMATION

DEALER CREDIT CARD  
AUTHORIZATION FORM

## 04

### WARRANTY & DAMAGE CLAIMS

RETURN PROCEDURES  
RETURN AUTHORIZATION FORM  
WARRANTY & DAMAGE CLAIM  
RETURN PROCEDURE FAQ'S

## 05

### E-COMMERCE POLICY

PROSPECTIVE DEALER FORM





# CORPORATE INFO

BLUE TERRITORIES

# CORPORATE INFO

## IMPORTANT E-MAILS

**info@cressiusa.com**

Questions to be sent to Cressi

**b2b@cressiusa.com**

E-mail dedicated to all the B2B customers

**returns@cressiusa.com**

Use this for warranties and returns

**orders@cressiusa.com**

To be used for communicate with the office and/or submitting orders.

**SUSAN WILLIAMS**

**Accounting**

susan.williams@cressiusa.com

Office: (201) 301-8452

**MICHAEL BOWMAN**

**Sales Team**

michael.bowman@cressiusa.com

Office: (201) 815-8415

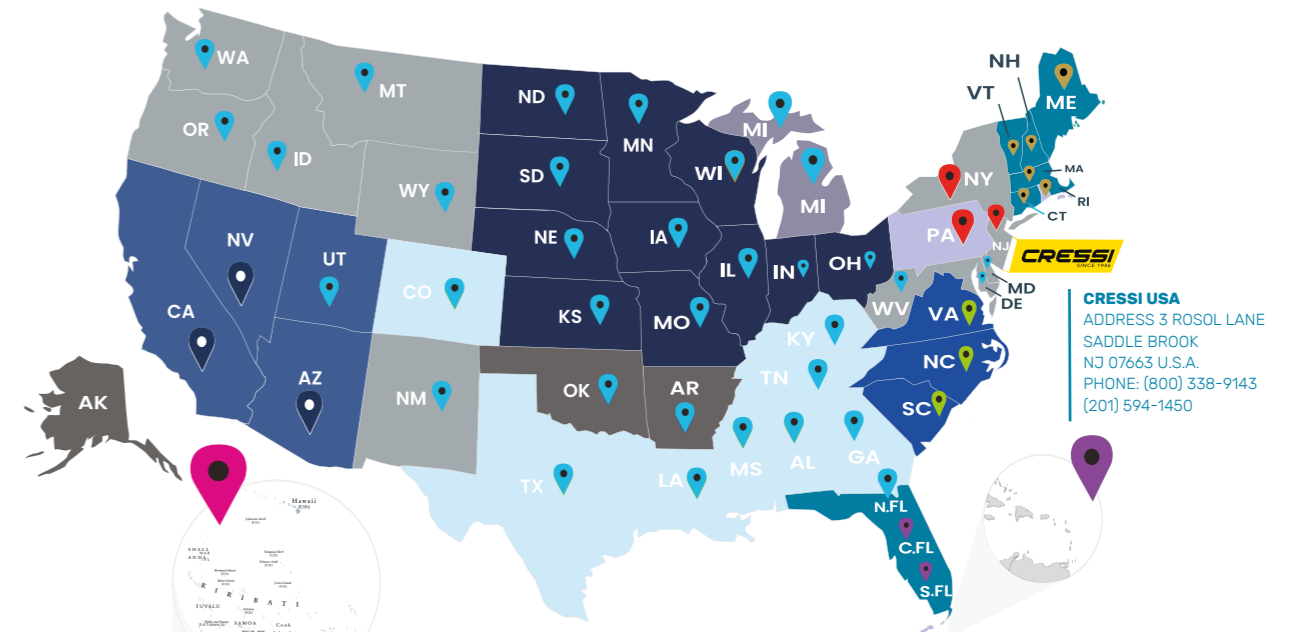
**JENNIFER CHAVEZ**

**Marketing Team**

marketing@cressiusa.com

Office: (201) 301-8463

## BLUE TERRITORIES



**MICHAEL BOWMAN**  
Sales Team  
michael.bowman@cressiusa.com  
Office: (201) 815-8415



**THEO KNEVEL**  
Caribbean Territories  
theo.knevel@cressiusa.com  
Office: (201) 408-8727  
Cell: +31 625433033



**BRANDON SULLIVAN**  
Middle Atlantic Territories  
brandon.sullivan@cressiusa.com  
Office: (609) 857-5057  
Cell: (609)-351-9329



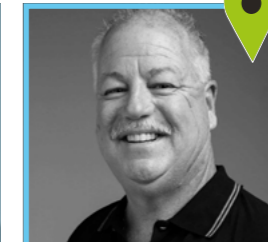
**DAVID BISIO**  
CT, ME, MA, NH, RI, VT  
david.bisio@cressiusa.com  
Cell: (508) 878-5840



**LUCA DELLA SANTA**  
Central / South Florida  
luca.dellasanta@cressiusa.com  
Cell: (336) 554-3586



**FRANCOIS LESAUTER**  
Hawaii, Pacific Islands,  
French Caribbean  
Islands  
francois.lesauter@cressiusa.com  
Cell: +1 201-408-8728  
francois.lesauter



**PETE GIROLAMO**  
NC, SC, VA  
pete.girolamo@cressiusa.com  
Cell: (914) 990-4140



**MICHAEL LEDDY**  
CA, NV, AZ  
ribbit@cressiusa.com  
Cell: 310-621-1609



TERMS & CONDITIONS 2025

# 2025 BLUE CRESSI SWIM & SNORKELING

**EFFECTIVE DATES: JANUARY 1ST, 2025 TO DECEMBER 31ST, 2025**

Cressi Blue Partners are expected to commit to an annual purchase above \$10,000 gaining a 15% discount on each order while dealers do not get a set discount.

SWIM/BEACH STORES		
	DEALER	PARTNER
ANUAL COMMITMENT	\$1,000 TO \$10,000	\$ 10,000
OPENING ORDER	\$250	\$1,500
DISCOUNT LEVEL		15%
FREIGHT ALLOWANCE (*) : \$1,200 FOR DEALERS AND PARTNERS		
SWIM CLUB AND/OR SWIM DEALERS		
ANUAL COMMITMENT	< \$5,000	\$5,000
OPENING ORDER	\$350	\$750
FREIGHT ALLOWANCE: \$800		

\* Please refers to the freight and FAQ sections.

**Swim / Beach Stores:** Retailer that sells mainly sells swimming-related products, such as swimwear, goggles, or training equipment, catering to swim teams, and individual swimmer or beach related products (beach shoes, sets and combo snorkels, rash guards).

**Swim Club:** An organization or group that offers swim training, lessons, and competitions, typically catering to swimmers of all ages and skill levels.

## ORDER SUBMISSION METHOD

- Each order has to be submitted on Cressi's B2B site (<https://b2b.cressiusa.com/>) or to [orders@cressiusa.com](mailto:orders@cressiusa.com) or to the Cressi Territory representative. Orders must contain the Cressi item code and the product quantity. Verbal orders will not be accepted.
- Any order collected by a Cressi Representative will be verified by the office and the Dealer will receive an order confirmation by e-mail before proceeding with the shipping. The order copy will be sent back to the Dealer to verify the order before shipping
- Orders not submitted using a spreadsheet, and/or without indication of the Cressi item code & quantity will be rejected.
- Any "Freight" or "Full Freight Allowance" (FFA) programs require the use of Cressi's primary designated carrier.
- In the event of free freight being provided, Cressi USA, Inc. reserves the right to determine the most appropriate shipping method and carrier at its discretion, taking into consideration factors such as efficiency, cost-effectiveness, and timely delivery. The customer acknowledges and agrees that Cressi USA, Inc. retains control over the selection of the shipping provider and method for orders with free freight. Past due accounts will not receive Freight Free/Allowance.
- A 15% re-stocking fee shall be placed on authorized returns of saleable merchandise on refused shipments.
- Delivery to carrier constitutes delivery to purchaser.
- Delinquent paid freight free invoices will constitute the billing of the freight charges originally not billed. Cressi Dealer is responsible for full freight charges on refused shipments.

## FREIGHT CONDITIONS

- Freight Free/Allowance (Ground Service in the continental U.S.) based on buy-in level benefits.

- Claims for merchandise damaged, lost or not delivered must be filled with Cressi within 2 business days

## TERMS

- Possession of a price list does not constitute an offer to sell. Cressi USA reserves the right to accept or reject all orders.
- In conjunction with the Cressi USA Partnership Program, all authorized dealers are required to maintain yearly minimum purchases of \$1,000. In the event of a dealer not meeting these requirements, Cressi USA maintains the right to discontinue its business relationship.
- Net 30 with approved credit. Please pay oldest invoice first; indicate invoice and authorized dealer number on your check.
- COD available.
- A monthly service charge of 2% will be assessed on invoices unpaid after the due date.
- All prices are subject to change without notice.
- A service charge of \$10.00 will be assessed on orders of less than \$100.00. This does not apply to orders for repair and/or replacement parts.
- A \$30.00 service charge will be assessed for all returned checks.
- Cressi products may only be sold at agreed upon store locations.
- Change of name, ownership or address requires the signature of a new Cressi Dealer Agreement, to be approved by Cressi Division Manager.
- If an account is delinquent, discounts, program participation, and/or freight allowances are not be available.
- Special conditions differing from those indicated herein must be confirmed in writing by the Division Manager.

### Backorders:

Through Cressi's new B2B ordering platform, you will automatically be notified of backorders when they come into stock, via email. For your original backorders that were not on the B2B site, Cressi will contact the Dealer prior to shipping any backorder. Backorders may be cancelled by the Dealer at any time.

### Drop-Ship Orders:

Dealer is responsible for maintaining adequate inventory levels and is permitted to sell online only the products stocked in the store location. Cressi might accept drop-ship orders (Payment of drop-ship fee required), when the Dealer unintentionally runs out of stock and on a case-by-case scenario.

### Prepaid Orders:

Upon confirmation of payment, a prepaid order will be initiated for processing and delivery. Cressi USA does not hold or reserve products for prepaid orders. Upon receipt of payment confirmation, a prepaid order will be promptly initiated for processing and delivery.

### Information For International Wire Transfers:

All International wire payments to Cressi-sub USA, Inc. must be processed through our beneficiary bank, Santander Bank, and by using the designated Intemediary bank of Wells Fargo Bank International.

The following details are for International wire payments to Cressi-sub USA, Inc:

Intermediary Bank: Wells Fargo Bank International, 450 Penn Street, Reading, PA 19602  
 SWIFT (56): WFBUS6S  
 ABA#: 026005092  
 Beneficiary: Cressi-sub USA, Inc., 3 Rosol Lane, Saddle Brook, NJ 07663  
 Beneficiary Bank: Santander N.A.  
 ABA#:231372691;  
 SWIFT: SVRNUS33 \*USE THIS FIRST\*  
 Beneficiary Bank Address: 75 State Street, Boston, MA 02109  
 Cressi Bank account #8932867054

Please use the exact details as stated above and kindly remember to include the invoice number(s) being remitted to Cressi upon processing your wire payment.

For Domestic Wire Tranfers to Cressi-Sub USA, Inc. use:

Beneficiary Bank: Columbia Bank 19-01 Route 208 North, Fairlawn, NJ 07410  
 Beneficiary ABA: //Fw221271935  
 Cressi Account Number: 8001484215  
 Swift: WFBUS6S

All correspondence for Cressi USA that relates to any financial institution changes will only be generated by Robert Cooper (CFO, tel# 201-301-8451, [robert.cooper@cressiusa.com](mailto:robert.cooper@cressiusa.com)) or Susan Williams (Accounting Manager, tel# 201-301-8452, [susan.williams@cressiusa.com](mailto:susan.williams@cressiusa.com)).

## ORDER SUBMISSION LAW

### Independent Entities

Cressi and the Dealer are separate legal entities and are not representatives or agents of each other. This agreement does not create a joint venture, a partnership, and/or agency relationship between Cressi and the Dealer. Cressi shall bear no responsibility, directly or indirectly, for the Dealer's business, transactions, or operations.

### Confidentiality

This information is intended solely for the designated recipient and may include privileged, proprietary, or otherwise confidential details. If you have received this information in error, please promptly inform the sender and delete the original content. Any dissemination, distribution, copying, or unauthorized use of this information is strictly prohibited and may have legal implications.

### Governing Law: Arbitration

The account, these Terms and Conditions and any orders placed shall be governed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. Any litigation in connection with the Account, these Terms and Conditions, and any orders placed to Cressi-sub USA, Inc. shall be heard only by a federal or state court located in New Jersey.

# SHIPPING FAQ'S



## SHIPPING FAQ (FREQUENTLY ASKED QUESTIONS)

**Q: What shipping carriers are used?**

A: Cressi USA has the flexibility to utilize a variety of preferred carriers for shipping, which may include but is not limited to DHL, FedEx, UPS, USPS, LTL, and FTL. Typically, UPS or USPS is the primary choice for domestic shipments, while for Canada, UPS or USPS is preferred unless an alternative carrier is specified. For international shipments, FedEx may be used, provided that the recipient supplies an account number.

**Q: Can orders be shipped to a PO BOX domestically?**

A: Yes, however some shipping methods WILL NOT deliver to domestic PO Boxes such as FedEx or UPS.

**Q: How can I track my order?**

A: In most circumstances, the tracking number is indicated in the invoice. Otherwise, please contact Cressi USA for assistance.

**Q: Is it possible to update my shipping address after my order has already been shipped?**

A: The feasibility of address changes depends on the shipment's current location and the remaining transit time. Please note that altering the address after shipping will not only delay delivery but also result in a per-carton fee.

**Q: Can I upgrade my shipping service once the order has shipped?**

A: Once an order has left the facility, the shipping service cannot be upgraded. If the package must be intercepted, each carton intercepted will be subject to a return fee.

**Q: What is the latest time for submitting an order to ensure same-day shipping?**

A: Cressi USA will accept expedited orders until 2PM EST.

**Q: What if my package arrives damaged?**

A: 1 - Refuse the package or sign for the package as damaged. 2-

Take pictures of the package and email them to your Representative or Cressi USA at returns@cressiusa.com. Cressi will contact you with the next steps. DO NOT THROW AWAY any boxes or packaging materials, otherwise your claim will not be honored by the shipping company and subsequently by Cressi USA, Inc.

**Q: How do we calculate the Freight Surcharge?**

A: The freight surcharge is applicable only to certain territories, and Cressi USA assesses a percentage of the final invoice as the freight surcharge. The specific freight surcharge may vary based on the destination.

**Q: What does it mean Freight Allowance?**

A: Freight allowance refers to a specific amount of money or a predetermined allowance that Cressi USA, Inc. is willing to cover or offset to assist in the transportation costs of goods.

**Q: Is Freight Allowance consistently accessible?**

A: No, Freight Allowance only qualifies for specific Territories such as Central South America, Caribbean Territories and Pacific Islands, including Hawaii.

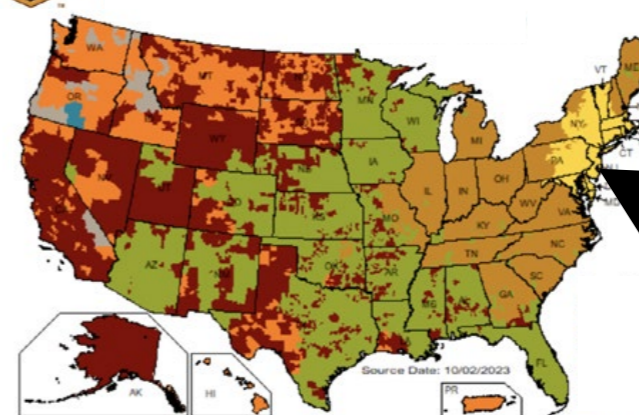
**Q: How the Freight Allowance is calculated?**

A: Cressi USA calculates the cost of shipping the same size-size order to the dealer destination and from that freight cost, Cressi USA will subtract the cost to the closest domestic point to the customer's location. The resulting difference is the amount billed to the retailer.

**Q: Which company selects the forwarding agent?**

A: The customer is responsible for selecting the forwarding agent if one should be used for a shipment.

**ups United States Ground Shipping**



**UPS Ground transit times**

- 1 Day
- 2 Days
- 3 Days
- 4 Days
- 5 Days
- 6 Days
- 7 Days



*Cressi will not guarantee carrier delivery schedule.*



# DEALER INFORMATION

## DEALER INFORMATION

<b>DEALER INFORMATION</b>				
LEGAL BUSINESS NAME				DATE:
BILLING ADDRESS:	CITY	STATE	ZIP	COUNTRY
TELEPHONE:		NO. YRS. IN BUSINESS:		
WEBSITE:		E-MAIL:		
STORE HOURS/MGR.'S NAME:		RESALE LICENSE NO.:		
BUSINESS TYPE: (PLEASE CHECK ONE) : PROPRIETORSHIP PARTNERSHIP CORPORATION LLC				

<b>SHIPPING INFORMATION</b>				
BUSINESS NAME:		SHIPPING ADDRESS:		
CITY:	STATE:	ZIP:	COUNTRY:	TELEPHONE:
BUSINESS NAME:		SHIPPING ADDRESS:		
CITY:	STATE:	ZIP:	COUNTRY:	TELEPHONE:
BUSINESS NAME:		SHIPPING ADDRESS:		
CITY:	STATE:	ZIP:	COUNTRY:	TELEPHONE:

<b>OWNERS OR OFFICERS</b>		
1. NAME:	SS#:	HOME PHONE:
HOME ADDRESS:		
2. NAME:	SS#:	HOME PHONE:
HOME ADDRESS:		
3. NAME:	SS#:	HOME PHONE:
HOME ADDRESS:		

<b>IF CORPORATION, PLEASE LIST NAMES OF OFFICERS</b>			
PRESIDENT	VICE PRESIDENT	TREASURER	
SECRETARY	DATE OF INCORPORATION	STATE OF INCORPORATION	FEDERAL ID NUMBER

<b>BANK INFORMATION</b>		
BANK NAME:	TELEPHONE:	ACCOUNT NUMBER:
ADDRESS:		

# DEALER INFORMATION

## TRADE REFERENCES:

1. COMPANY NAME	TELEPHONE	ACCT. #
ADDRESS	CONTACT NAME	CONTACT E-MAIL
2. COMPANY NAME	TELEPHONE	ACCT. #
ADDRESS	CONTACT NAME	CONTACT E-MAIL

## FREIGHT FORWARDER CONTACT DETAILS:

FREIGHT FORWARDER

1. NAME	TELEPHONE	ACCT. #
ADDRESS		

The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions.

We understand and accept the terms and conditions of {the Cressi USA dealer agreement} {ordering, shipping, and payment policy of Cressi USA}. I/we state that I/we personally guarantee payment for any and all products ordered and debts incurred with Cressi USA.

_____ 1. SIGNATURE	_____ DATE
_____ PRINT NAME	
_____ 2. SIGNATURE	_____ DATE
_____ PRINT NAME	
_____ 3. SIGNATURE	_____ DATE
_____ PRINT NAME	

Applicant also agrees to examine immediately upon receipt, each of Cressi's statements, and to advise Cressi of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reason for such dispute. Failure to notify Cressi of any dispute in respect to defective goods or billing shall constitute a waiver of all such disputes.

# DEALER INFORMATION **B2B** AUTHORIZED USERS

## STAFF CONTACT (S):

1. NAME	TELEPHONE	ROLE (sales manager, accounting, technician)
E-MAIL ADDRESS		
<i>Authorized Team Member To Use Cressi B2B</i>		
2. NAME	TELEPHONE	ROLE (sales manager, accounting, technician)
E-MAIL ADDRESS		
<i>Authorized Team Member To Use Cressi B2B</i>		
3. NAME	TELEPHONE	ROLE (sales manager, accounting, technician)
E-MAIL ADDRESS		
<i>Authorized Team Member To Use Cressi B2B</i>		
4. NAME	TELEPHONE	ROLE (sales manager, accounting, technician)
E-MAIL ADDRESS		
<i>Authorized Team Member To Use Cressi B2B</i>		

---

Cressi B2B Main Log-in e-mail:  
E-MAIL

NAME	COMPANY NAME
------	--------------

APPROVAL SIGNATURE (OR TYPE YOUR INITIALS)

I authorize the listed staff members to order in Cressi B2B on my behalf.

**Please Submit This Form To [b2b@cressiusa.com](mailto:b2b@cressiusa.com)**

Applicant also agrees to examine immediately upon receipt, each of Cressi's statements, and to advise Cressi of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reason for such dispute. Failure to notify Cressi of any dispute in respect to defective goods or billing shall constitute a waiver of all such disputes.

# CREDIT CARD AUTHORIZATION FORM

## DEALER CREDIT CARD AUTHORIZATION FORM

BUSINESS NAME:

CUSTOMER ID:

BUSINESS OWNER / MANAGER NAME:

I, \_\_\_\_\_, hereby authorize **Cressi-sub USA, Inc.** to charge my credit card account in the amount of \$ \_\_\_\_\_ (including any taxes and shipping freight).

VISA

MASTER CARD

AMERICAN EXPRESS

DISCOVER

CREDIT CARD NUMBER:

EXPIRATION DATE:

Month:

Year:

CV#:

CREDIT CARD BILLING ADDRESS:

Street

City

State

Zip Code

Country

As the credit card holder, I also authorize Cressi-sub USA, Inc. to charge my credit card for future purchases verbally approved by me. Changes to credit card information requires the completion of a new credit card authorization form.

Authorization Valid Until

Month

Year

CARD HOLDER SIGNATURE

\*This form will be immediately disposed of after the first charge has been finalized.





# RETURNS & WARRANTIES

RETURN PROCEDURES  
 RETURN AUTHORIZATION FORM  
 WARRANTY & DAMAGE CLAIM  
 RETURN PROCEDURES FAQ'S

## RETURN PROCEDURES

For returns, please complete the Cressi return authorization form in all applicable fields.

### RETURNS FOR DEALERS

- All Cressi USA products carry a 2 years warranty against manufacturer's defects, unless otherwise specified. Cressi America maintains the right to void any warranty if product misuse/abuse is determined.
- Claims for shortages in sealed cartons must be reported to Cressi USA, Inc. within three days of receiving the shipment.
- Claims for merchandise that is damaged, lost, or not delivered must be filed with both the carrier and Cressi within 48 hours
- All shortage claims must be done in writing and acknowledged by the Cressi USA office in Saddle Brook, NJ.
- All shortage claims require the original shipping cartons from Cressi to be in the possession of the consignee. Therefore, cartons may not be discarded until an investigation is provided by the freight carrier or Cressi USA.
- Before you send in your Cressi product, please make sure that it is properly rinsed, cleaned and dried. Failure to do this may result in delays in your service, and an additional bench fee may be incurred for cleaning when the technician performs service.

### HOW TO GET A RA#

- For returns, retailers are required to fully complete the Cressi return authorization form, filling out all relevant fields. The form can be completed online by [clicking Here](#).
- Service will then issue an RA number, if applicable and you must display the issued RA# on the outside of the package.
- Any return without an RA number will be refused.
- Returns may only be submitted from authorized Cressi USA retailers. Retailers can return products on behalf of consumers prior to Cressi authorization. Any return unclaimed after six months shall be destroyed.
- All resaleable merchandise must be returned in its original packaging and condition.
- Discontinued items may not be returned for credit.
- Authorized returns must be freight pre-paid. Cressi will pay return freight on warranty items.

### RETURNS FOR CONSUMERS

- Consumers are required to retain and provide proof of purchase when contacting Cressi.
- To initiate any consumer related process, consumers must complete the online form available on the Cressi.com website under Support > Contact menu or [click here](#).
- Prior to sending in a product, the consumer needs to ensure it has been thoroughly rinsed, cleaned, and dried. Neglecting to do so may result in service delays and potentially incur an additional bench fee.

# RETURN AUTHORIZATION FORM

**SHIP TO:**  
**Cressi-sub USA, Inc.**  
**3 Rosol Lane**  
**Saddle Brook NJ 07663**  
**U.S.A.**  
**Phone: (201) 594-1450**

BUSINESS NAME:		CUSTOMER ID:	
E-MAIL:			
ADDRESS - STREET:	CITY:	STATE:	ZIP:
CONTACT NAME	CONTACT PHONE NUMBER	COUNTRY	
<b>ITEM(S) BEING RETURNED</b>	<b>SERIAL NUMBER:</b>	<b>DATES OF PURCHASE (IF AVAILABLE):</b>	
ITEM(S) BEING RETURNED:	SERIAL NUMBER:	DATES OF PURCHASE (IF AVAILABLE):	
<p><i>Are all the components included in the item being returned such as hoses for consoles, weight pockets for BC's, straps for dive computers, etc.</i></p> <p>YES                      NO</p>		<p><i>Do store labels or price tags remain attached to the product or its packaging?</i></p> <p>YES                      NO</p>	
		<p><i>Is the product still in its original packaging?</i></p> <p>YES                      NO</p>	

**PROBLEM DESCRIPTION**  
**KINDLY DESCRIBE THE PROBLEM AND WHAT CRESSI HAS AGREED TO DO FOR THIS RETURN:**  
 If applicable, please add the circumstances for when, where, temperature, and depth the problem occurred in for the first time, and what you have done with the product(s) after the problem occurred.

*If this is for warranty, have you attached a copy of your purchase receipt and your customer's receipt? To be eligible for warranty on your product, a purchase receipt is required.*

YES                      NO

**ADDITIONAL NOTES**

Thank you. Please keep a copy for your records. Email form to: [returns@cressiusa.com](mailto:returns@cressiusa.com)

# WARRANTY & DAMAGE CLAIMS

In accordance with Directive 1999/44 EC, Cressi guarantees its products against inherent and operating defects.

Please refer to any product instruction manuals or associated documents for comprehensive information on warranties, claims, product usage guidelines, and care and maintenance instructions. The following summary is provided as a general reference. This policy is a consumer warranty extended only to the original retail purchaser, and does not apply to equipment used for any commercial purposes and/or by dive professionals including instructors, dive masters, Public Safety Divers. This warranty does not cover any representation or warranty made by dealers beyond the express provisions of Cressi. Warranties are valid in US only but subject to changes based on local laws and conditions.

Because CRESSI cannot control the quality of products sold by unauthorized sellers, this warranty applies only to products that were purchased from a CRESSI authorized seller, unless otherwise prohibited by law. You can view an entire list of CRESSI Authorized Sellers by going to [cressiusa.com- Dealer Locator](http://cressiusa.com-DealerLocator)

- WETSUITS, BOOTS & GLOVES:** Two (2) years from the date of purchase (for rental or teaching use: 6 months for operating defects and 24 months for inherent defects). Exceptions: Dry suits. Cressi warrants Desert Dry wetsuit (except for the neck seal, wrist seals, zipper and valves) will be free from defects in materials and workmanship for a period of (2) years from the date of your original retail purchase of the drysuit, with proof of purchase. This warranty does not cover wear and tear from normal use. Furthermore, please be aware that Cressi does not offer a warranty or assurance regarding colorfastness during typical usage. This is because prolonged exposure to differing levels of sunlight and chlorine can lead to the fading and premature aging of neoprene materials.
- MASKS, FINS, SNORKELS, GOGGLES:** Two (2) years from the

date of purchase (for rental or teaching use: 6 months for normal operations and 12 months for defects of conformity). Exceptions: Alterations in the color of the silicone, all damage due to exposure to the sun or the effect of chemical or environmental agents, damage due to negligence, improper use, blows, or normal wear and tear.

- EXCLUSION POINTS FOR WETSUITS,**
- Normal Wear and Tear: Warranty does not cover damage or deterioration resulting from normal wear and tear, including scuffs, scratches, or fading of paint or finishes.
  - Misuse and Abuse: Damages caused by misuse, abuse, negligence, or improper maintenance of the are not covered. This includes using the products beyond its recommended depth, using it in extreme temperatures, or not following care and maintenance guidelines.
  - Modification and Alteration: The warranty is void if the product has been modified or altered. Modifications may include disassembly, customizations, or adding unauthorized accessories.
  - Unauthorized Repairs: The warranty is not applicable if repairs or servicing have been performed by anyone other than authorized service centers or technicians approved by the manufacturer.
  - Consequential Damages: Cressi excludes coverage for any indirect, special, consequential, or incidental damages, including personal injury, property damage, or loss of profits, resulting from the use or misuse of the product.
  - Third-Party Products: The warranty does not extend to any accessories or components not manufactured by the company, even if they are sold together with the Cressi product.
- Any Cressi Authorized Dealer is required to provide local assistance to consumers for any product-related issues, particularly if the product is still under warranty. While the dealer may reach out to the Cressi USA sales team for guidance on resolving the matter, refusing to offer assistance is not allowed under any circumstances.

## RETURN PROCEDURES FAQ'S

- Q: Who covers the shipping cost for my authorized return item?**  
 A: The dealer is accountable for covering the return shipping expenses for items assumed to be defective. Following evaluation, Cressi will take responsibility for shipping back the returns and covering the associated costs.
- Q: How can a retailer manage the status of a Return Authorization (RA)?**  
 A: Presently, retailers have the option to inquire about the status of a return by either emailing [returns@cressi.com](mailto:returns@cressi.com) or reaching out to the division manager or the sales representative.
- Q: Why is it essential for consumers to complete product registration on cressi.com?**  
 A: Registering a product on [cressi.com](http://cressi.com) is especially beneficial for consumers in the USA for the following reasons:
- 1) Safety Alerts and Recalls: By registering, consumers can receive timely safety alerts, recalls, or product updates, ensuring that they are promptly informed of any issues or necessary modifications related to their purchased items.
  - 2) Product Verification: Registering the product helps confirm its authenticity, guarding against counterfeit or unauthorized products that may lack quality and safety assurances.
  - 3) Warranty Coverage: Product registration often extends the warranty period or provides enhanced warranty benefits.
- Q: What is the procedure for a retailer to return the product to Cressi USA, Inc.?**  
 A: To ensure a smooth process, a retailer should follow these steps for returning the authorized product with the assigned Return Authorization (RA) number:
- 1) pack the authorized product in a suitable shipping container to prevent any damage during transit and clearly write or affix the provided RA number on the outside of the package. This helps Cressi USA to process a return efficiently.
  - 2) Inside the package include the return authorization form with the problem description.
  - 3) Notify Cressi USA of Shipment: Send an email to [returns@cressi.com](mailto:returns@cressi.com) with the subject line "Authorized Product Return Shipment - RA #." In the email, include the tracking number, carrier name, and the expected arrival date.



# E-COMMERCE POLICY

## MINIMUM ADVERTISED PRICING POLICY

Cressi-sub USA, Inc ("Cressi") has determined that advertising its products at prices below certain levels undermines Cressi's brand and discourages our Authorized Dealers from investing in the growth of Cressi product lines, generating a sustainable profit margin for Authorized Dealers and providing the best possible service and support to consumers. Therefore, Cressi has adopted this Minimum Advertised Price ("MAP") policy (the "Policy"), which applies to all Advertisements (as defined below) of Cressi products by all Authorized Dealers of Cressi products (hereinafter, "Authorized Dealers").

### Section I MINIMUM ADVERTISED PRICE

1.1 MAP is established solely by Cressi and will be communicated to all Authorized Dealers. The products, Manufacturers Suggested Retail Prices ("MSRPs"), and MAP may be changed from time to time at Cressi's sole discretion. If Cressi changes the MAP on any product, it will provide notice to Authorized Dealers before such change takes effect.

1.2 It is a violation of this Policy for an Authorized Dealer to advertise any Cressi product(s) at a price lower than the published MAP. This policy applies to all advertisements of Cressi products in any and all media.

1.3 An advertisement includes any and all promotional or pricing information accessible to consumers via any type of media, marketing, or promotional materials, including, without limitation:

- Flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogues, internet or similar electronic media including web sites, email and email solicitations, newsletters, television, radio, public signage, trade shows, billboards; and
- All forms of Internet advertising, including, without limitation, all websites and website pages and banners, social media, emails, blogs, portal sites, and search engines (including but not limited to Google, Google Shopping, Yahoo, etc.) whether or not products are sold from those sites. This includes prices listed in emails, search engines or placement of ads on any other website, including natural or paid search engine listings, shopping sites, marketplaces (including but not limited to Amazon.com and Walmart.com) and auction sites. Internet sites that ask customers to utilize their shopping cart as a way of displaying pricing are in violation of this Policy. At no time may the Authorized Dealer make any statement on its website or other sites in connection with any product that indicates or implies that a lower price may be found at the online checkout stage. Moreover, using another company's website to display a lower price than the MAP and offering a link to your website or to display a lower price than MAP is prohibited.

1.4 Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy. Such attempts may include, but are not limited to:

- The use of any discount, gift card, coupon, giveaway, rebate offer or incentive (whether in the form of a special event, promotion, condition to doing business or otherwise) in any advertising by a Authorized Dealer where the cumulative effect is to reduce the advertised price of any product(s).

1.5 Unless otherwise approved in advance in writing by Cressi USA, Authorized Dealer may only sell Products in their original packaging, with all seals intact. Authorized Dealer shall not sell or label the Products as "used", "open box" or any other similar descriptors.

- Advertisements that bundle or include free or discounted Cressi products with other products or services (whether or not manufactured by Cressi). In the case of bundles, the advertised price of the bundle must be equal to or greater than the total of the MAP of each product (from Cressi or from other manufacturers) in such bundle. If other products in the bundle do not have a MAP, then its retail price must be used.

- For multipack offers, the MAP of the multipack is the quantity of product in the multipack, multiplied by the respective MAP of the products that comprise said multipack.

1.6 An "advertisement" shall not include any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging that merely states the related product's price are not considered "advertising." Discontinued merchandise approved by Cressi are excluded from the MAP Policy. This MAP Policy does not establish maximum advertised prices. All Authorized Dealers may offer products at any price in excess of the respective product MAP.

### Section II POLICY VIOLATIONS

2.1 Cressi will monitor and review Authorized Dealers' advertisements for violations of this Policy. Violations of the Policy shall be determined by Cressi in its sole discretion. Authorized Dealers have no right to enforce the Policy and Cressi will not communicate with any other Authorized Dealer or third-party regarding violations of this Policy by others. Cressi reserves the right to impose the following if Cressi believes that:

- An Authorized Dealer has violated the provisions of this Policy; or
- An Authorized Dealer has engaged in any activity that Cressi determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

2.2 Specifically, Cressi will take the following actions, which apply to all Authorized Dealers, should an Authorized Dealer fail to comply with the Policy:

First Violation: Formal Warning. Request to abide by Policy within 24 hours.

Second Violation: Cressi will restrict Authorized Dealer's access to any and all products with which Authorized Dealer has violated MAP Policy with for 30 days from the date of the notice of the Second Violation.

Third Violation: Authorized Dealer's account is suspended for 30 days from the date of the notice of the Third Violation and will not receive any products.

Any Further Violations: Authorized Dealer will lose its status as an authorized dealer and Cressi will cease doing business with Authorized Dealer.

However, Cressi reserves the right to not provide prior notice before taking action under this Policy.

2.3 Notwithstanding anything in this Policy, Cressi retains the full right and ability to terminate its relationship with any Authorized Dealer and terminate the Authorized Dealer's ability to any and all benefits of being an Authorized Dealer.

### Section III POLICY MODIFICATIONS

3.1 Cressi-sub USA, Inc reserves the right at any time to modify, suspend, or discontinue this MAP Policy, in whole or in part, or to designate periods during which the terms of the Policy change or are not applicable.

No Cressi-sub USA, Inc employee or agent is authorized to modify, interpret, or grant exceptions to this Policy for any Authorized Dealer. No person has authorization to modify this Policy or to solicit or obtain agreement of any person to this Policy, and any such modification or agreement is invalid. Any questions about this Policy should be submitted in writing and directed to Cressi-sub USA, Inc.

### Section IV UNILATERAL ACTION

4.1 This Policy does not constitute an agreement between any Authorized Dealer or other party and Cressi-sub USA, Inc. Cressi is not seeking, and will not accept, any agreement or other assurance of compliance from any Authorized Dealer or other party to adhere to this MAP Policy. It is entirely within the discretion of the Authorized Dealer whether to comply or not comply. This Policy is non-negotiable and will not be modified for any Authorized Dealer. The Policy is not intended to control, influence, determine, limit, or affect in any way the actual prices at which Authorized Dealers ultimately sell Cressi-sub USA, Inc products to its consumers. The Policy is strictly limited to restrictions on advertised prices. Each Authorized Dealer remains free to determine its own resale price for Cressi products.

### Section V TERRITORY RESTRICTIONS

Due to established distribution agreements, Cressi's U.S. dealers are prohibited from selling Cressi products beyond U.S. territories. Furthermore, Cressi USA does not authorize any Cressi customer to export or offer Cressi products, either directly or through third dealer, without prior written consent, even in cases related to contract bidding or governmental, military, or municipal territory restrictions in foreign countries/entities where a Cressi distributor or subsidiary operates. In the event of any violation of these terms, Cressi reserves the right, at its absolute discretion, to suspend the dealer's account and/or the supply of products associated with the infringement.

**Acknowledged by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of Dealer in Print:** \_\_\_\_\_

**Signature:** \_\_\_\_\_





# PROSPECTIVE DEALER FORM

STORE NAME:

STORE ADDRESS :

OWNER OR MANAGER SIGNATURE

PHONE NUMBER

DATE

PRINT NAME

## PROSPECT DEALER GENERAL INFORMATION

1. What led to your interest in acquiring Cressi?

2. Are you a physical retail store?

3. Which other brands in both water sports and unrelated categories does your company currently acquire?

4. Do you distribute your products through online marketplaces? currently acquire? YES NO

5. Which platform do you plan to sell on?

6. Which other brands in both water sports and unrelated categories does your company currently acquire?

7. If "yes" , which specific marketplaces do you utilize?

8. What percentage of your sales is generated through your website compared to sales through marketplaces?

9. Do you acknowledge that Cressi directly handles with Amazon a limited % of its product catalog as a vendor

10. Year sales projections:

11. Online advertising budget to promote Cressi

12. Does your company have a certified scuba technician available to service BCDs, regulators, and dive computers?

V10\_Rev 10/5/NOV/2024



**Blue**  
**CRESSI**

YOUR PASSPORT  
TO UNDERWATER  
EXPLORATION