



Authorized Dealer Agreement

BETWEEN: Athena USA (“The Brand Owner”) and the Dealer (“Dealer”).

1. AUTHORIZED CHANNELS AND MARKETPLACE RESTRICTIONS Dealer is authorized to sell Athena and GET products only at their physical retail locations and through Dealer’s own proprietary website. Sales on third-party marketplaces are strictly prohibited without prior written authorization from Athena USA. We reserve the absolute right to curate marketplace partners. Participation is by invitation only; unsolicited applications for marketplace access will not be reviewed.

2. SHIPPING & FULFILLMENT To ensure quality control and a premium customer experience, Athena USA is transitioning to a "Stocking-Only" model.

- **No Drop-Shipping:** Effective **April 1, 2026**, Distributors will no longer fulfill drop-ship orders.
- **Delivery Standards:** All products must be shipped directly to the Dealer’s registered business or warehouse address. Dealer assumes full responsibility for local inventory management and final-mile fulfillment to the end consumer.

3. BRAND EQUITY & PRICING INTEGRITY Dealer acknowledges that ATHENA and GET are premium brands and that maintaining price integrity is essential to the collective success of the authorized distribution network.

- **Market Standing:** While Athena USA does not currently issue a formal MAP price sheet, Dealer agrees to market and sell all products at retail prices that reflect and uphold the brand’s established market standing.
- **Marketplace Leadership:** Athena USA maintains absolute and unilateral authority over pricing strategies on all marketplaces.
- **Price Erosion & Devaluation:** Any advertising or sales practices - including but not limited to unauthorized "flash sales," deep discounting, or bundled liquidations - deemed by Athena USA to devalue brand equity or cause detrimental price erosion will result in an immediate audit. Athena USA remains the sole arbiter of what constitutes brand devaluation.

4. COMPLIANCE & TERMINATION Adherence to these standards is a condition of the Dealer’s authorized status.

HEADQUARTERS
61 Floyds Run
Bohemia, NY 11716-2155
AthenaUSA.com

TENNESSEE DIV.
424 Williams Springs Rd
Mount Pleasant, TN 38474-4038
931-263-7886



- Non-Compliance: Any violation of the Marketplace or Shipping policies will result in an immediate hold on all pending orders.
- Termination: Athena USA reserves the right to terminate the Dealer's authorized status and ability to purchase product immediately upon the discovery of unauthorized 3rd-party marketplace activity or drop-shipping.

5. EXECUTION

By placing an order for Athena or GET products on or after April 1, 2026, Dealer signifies their full acceptance of these terms and conditions.

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