

Borg & Overström Policy for selling online

The following policy sets out our expectations for our distributors who are, or intend to, market Borg & Overström products on the internet.

This policy is issued supplemental to the existing distribution agreement. Where there is a conflict between the existing distribution agreement and this policy, the agreement prevails.

Overview

Borg & Overström is a brand built on strategic values and ethics. All business practices from design and manufacture, through to distribution and after-sales care have been carefully considered and developed to ensure an experience of the highest quality. The sale of a Borg & Overström product is consultative and requires consumer interaction and support - therefore, online price and specification comparisons are not appropriate, neither does this practice align with the values of our premium brand.

For the avoidance of doubt, nothing in this policy prohibits the marketing and sale of Borg & Overström products online generally.

Ebay

The perception of Ebay amongst consumers is one of pre-owned, used goods and low prices. This perception does not align with the Borg & Overström brand. The use of such a platform to market and/or sell Borg & Overström products is prohibited. Borg & Overström are Ebay VeRO (Verified Rights Owner) registered, which means that we reserve the right to take down any listings of our products on Ebay.

Amazon

Whilst the perception of Amazon is a professional business platform, it can sometimes be associated with low prices and price comparisons. The use of such a platform to market and/or sell Borg & Overström products is prohibited. As custodians of rights of the use of our brand via Amazon Brand Registry, we reserve the right to take down any listings of our products.

Distributor's own websites

If products are listed on a distributor website, one of the following formats must be used:

1. Specification and images only, unpriced, with a call to action to contact for further information.
2. As above but priced and showing the current recommended resale price (RRP).
3. As above but priced, showing a weekly or monthly rental figure.

The advertising of discounted pricing of a Borg & Overström product is prohibited.

For the avoidance of doubt, a distributor is under no obligation to sell products at the RRP. A distributor may at its own discretion determine the prices at which it sells Borg & Overström products. Nothing in this policy prohibits a distributor from selling products at a discount.

Your website must be of the highest aesthetic and operational standards, contain suitable content, have less than 0.5% downtime each month (including time allowed for website maintenance and upgrading) and comply with all laws and regulations that apply in the jurisdiction(s) in which your website operates. In the event that our products can be purchased directly from your website, the transactional and security elements of your website must be of the highest possible efficacy and quality.

All imagery of Borg & Overström product used on your website must be approved imagery supplied by Borg & Overström.

Any linking and/or framing can only be done with suitable 3rd parties whose own website, brand and business are aligned with our premium brand values.

Intellectual Property

Distributors must not purchase or use a domain containing the words 'borg', 'overstrom' or 'borgandoverstrom' or anything confusingly similar.

In relation to any trademarks of Borg & Overström made available to the distributors, distributors must not, without the prior written consent of Borg & Overström:

- alter or make any addition to the labelling or packaging of any Borg & Overström product displaying the trademarks;
- make any addition or modifications to any Borg & Overström product or to any advertising or promotional materials supplied by Borg & Overström; or
- alter, deface or remove any reference to the trademarks, any reference to Borg & Overström or any other name affixed to the products or their packaging or labelling.

Distributors must not sub-license, assign, transfer, charge, or otherwise encumber the right to use, reference, or designate the trademarks to any other party, except as otherwise expressly permitted by Borg & Overström.

Other online marketplaces

We constantly monitor the online landscape for Borg & Overström listings and will manage all listings, whether priced or unpriced, in line with our policy outlined above - whichever platform is used.

We reserve the right to cease trading with any distributor in breach of this policy.