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## Minimum Advertised Price Policy (Minimum Advertised Pricing "MAP")

1120 Distributing has worked hard to ensure that all customers provide end consumers of 1120 Distributing products with the kind of advice, service, knowledge, and support necessary to maintain the high level of customer satisfaction developed over the years. 1120 Distributing has concluded that certain types of advertising can affect our goodwill and is damaging to the standards and reputation that 1120 Distributing products have achieved. Therefore, 1120 Distributing is establishing a Minimum Advertised Price policy.

Customers are not to advertise any products at a price lower than our minimum advertised price (MAP). Any customer selling our products must abide by this MAP Policy. We shall determine MAP for all products, in our sole and absolute discretion. We reserve the right to set, change, modify or discontinue any product, or MAP, at any time, without notice and without liability. It is the sole responsibility of the customer to ensure that its advertised prices comply with this MAP. We are relying on customer's adherence to the MAP policy in order to permit access to our products, pictures, descriptions and our other intellectual property on our websites. Without full and complete compliance with this MAP Policy customers may not advertise, sell or resell any products.

## **Definition of Terms**

**Advertise or Advertised price:** all published, or publicly posted/displayed prices, regardless of the manner communicated and the format, medium or method of communication, whether it be by electronic mail, postcard, flyer, radio, television, billboard, magazine, trade journal, banners, newspaper insert, website banner or similar ad, webpage, facsimile, mailings, or any other form.

**Customer:** Any person or entity or direct affiliate that sells products to consumers as, or as part of, a business. This includes but is not limited to independent dealers, internet or internet only sellers, nationwide chain stores or specialty goods stores.

MSRP: Manufacturer's suggested retail price

## **MAP Violations**

If a customer is found to have violated this policy, the customer will be notified by us via email or in writing of the violation(s). If within 72 hours of sending the notification there is no satisfactory response and/or correction 1120 Distributing has the right to withhold any coop advertising program dollars owed to the customer. Further, 1120 Distributing has the right to suspend or terminate the particular selling product in violation to the customer at their sole discretion. Customer may re-qualify for sales of product during a suspension. Such requalification may be allowed in cases where the customer is controlled by new owners and or management after the violation. Before requalification can take place all unpaid balances outstanding to us and our distributor (with respect to sales of our product) shall become immediately due and payable.