



## **RUPES MINIMUM ADVERTISED PRICE (MAP) POLICY 2018**

### **SECTION 1: INTRODUCTION**

**1.1** - RUPES has established a Minimum Advertised Price Policy for selected RUPES products. The goal of this policy is to protect the reputation, technology and integrity of products manufactured by RUPES. The policy is designed to eliminate depreciation of, or damage to, the trademarks and brands under which RUPES products are sold and to assure an equitable profit margin for those RUPES distributors that provide ongoing technical support to end users. This policy does not stipulate the price at which a product covered by MAP is sold and RUPES recognizes the right of any authorized distributor to sell RUPES products at whatever price the distributor chooses.

**1.2** - The RUPES MAP policy covers any communication about RUPES MAP products that may be read or heard by someone outside of the dealer's physical location.

**1.3** - Each Distributor is responsible for compliance with this policy by all segments of its organization (online and retail). If any one segment within a Distributor's organization violates any component of this MAP policy, the consequence will apply to the entire organization at the discretion of RUPES.

**1.4** - Distributors are responsible for the advertising actions of any entity to whom it resells RUPES products. Violations of the MAP policy by sub-distribution or members of a Distributor managed wholesale program are the sole responsibility of the Distributor and the Distributor will be subject to normal enforcement procedures should such violations occur.

**1.5** - The RUPES Minimum Advertised Price Policy remains in effect as described in this document until replaced. This document voids and replaces any previous versions.

### **SECTION 2: PRODUCTS AFFECTED**

**2.1** - The RUPES products covered by this MAP policy are indicated on your official pricing documents. RUPES reserves the right to add or delete, increase or decrease the MAP value for products included in the MAP policy at its own and sole discretion.

### **SECTION 3: ADVERTISING MEDIA DEFINITION**

**3.1** - This MAP policy covers, but is not limited to, the following forms of advertising media:

- Publications, including newspapers, circulars, magazines, periodicals and other print media
- Direct mailers including flyers and newsletters
- Broadcasts including radio and TV ads
- Billboards
- Mail order catalogs
- Alternate media and Internet

**3.2** - This policy further covers web browser search pages, banner advertisements, broadcast emails, destination pages and third-party sites such as:

- Internet-only e-commerce sites
- Authorized Dealer's website



- Auction houses
- Shopping portals

## **SECTION 4: VIOLATIONS**

**4.1** - At no time during this MAP Program may the Distributor make any statements or other indications on its website in connection with any MAP Products that indicate or imply that a lower price may be found at the online checkout stage, including, but not limited to, the following:

- "Click here for lower price"
- "See Price In Cart"
- "Log in for price"
- "Add to Cart for Lower Price"
- "Check Cart for Lower Price"
- "Email for better Price"
- "Call for Lower Price"
- "Call for Price"

**4.2** - MAP products may only be advertised as standalone products and such advertising may not include any promotional allowances (e.g. rebates, coupons, free premiums, reward program offerings, etc), except for RUPES authorized promotions (e.g. manufacturer's rebates). To avoid confusion, all promotions involving MAP products should be authorized in advance by RUPES management.

**4.3** - Including MAP products with other products in a kit or bundle is in violation of the policy if this action has the effect of discounting the advertised price of the covered product below MAP. For bundles that include RUPES MAP products the distributor is not permitted advertise the discount price if the included bundled items feature a discount rate lower than 30% of the regular retail value of those items sold singly. The following formula can be used for determining the minimum advertised price for a bundle that includes RUPES MAP products:

(MAP product value) + (regular retail value of bundled products less 30% discount)

For any questions or approval of promotions, bundles or kits that include MAP protected products contact the RUPES USA, Inc. Marketing Department via email: [marketing@rupesusa.com](mailto:marketing@rupesusa.com)

**4.4** - Inclusion of RUPES MAP products in site-wide limited time promotions such as "Fathers' Day Special" that offer discounts that would result in a lower than MAP advertised price is in violation of this policy. Distributors offering such promotions must explicitly and obviously exclude RUPES MAP products.

**4.5** - The inclusion in advertising of free or discounted products (whether of RUPES manufacture or from another manufacturer) with a product covered by MAP is contrary to the policy if it has the effect of discounting the advertised price of the covered product below MAP.

**4.6** - It is RUPES unilateral policy to cease supplying products to any distributor that offers any RUPES product on an internet auction site.

**4.7** - Non-expiring discount codes, such as those offered to buying groups, clubs, loyalty programs, or other associations where the code or discount can become public knowledge and redeemed by parties not associated with these groups is prohibited. If a discount code or coupon becomes distributed outside the intended group for public use the distributor is required to terminate the discount and at its discretion may issue a new code to that group.



## **SECTION 5: ENFORCEMENT**

**5.1** - RUPES reserves the right, at its sole discretion, to enforce its MAP policy by any legal means that the company deems fit. Remedies available to RUPES for violations of MAP policy are reduction in discount, stoppage of shipment for designated periods or termination of the distribution agreement.

**5.2** - RUPES will enforce this policy through its own staff and outside consultants and agents. RUPES will not give prior warning to distribution in violation of MAP policy and there will be no discussions, negotiations or appeals. There are no exceptions to the policy. A distributor is responsible for its advertising and RUPES cannot determine whether a violation is accidental or intentional. RUPES encourages all its channel partners to contact RUPES prior to any advertising or promotional activities for an interpretation of MAP compliance if there is any question of said activity will potentially violate MAP contact the RUPES USA marketing department: [marketing@rupesusa.com](mailto:marketing@rupesusa.com)

## **SECTION 6: REPORTING OF VIOLATIONS**

**6.1** - RUPES encourages the active reporting of any promotional or advertising activity which the distributors believe may be a violation of the MAP policy. All reported MAP violations remain confidential as do the consequences or actions taken against any violators of the policy. Under no circumstances will an agent of RUPES be permitted to discuss the policy and its enforcement.

## **SECTION 7: GENERAL STATEMENTS**

**7.1** - All decisions will be communicated in writing. RUPES' Management Team is the entity authorized to communicate MAP policy updates, changes, and decisions, along with actual MAP prices. No other member of the RUPES staff is authorized to modify or amend MAP policy and pricing without prior written authorization from RUPES' Management Team. This is a unilateral policy.

**7.2** - RUPES will not discuss any decisions with any Distributor regarding any other Distributor's advertising practices for MAP products, nor discuss its decisions regarding MAP issues. Appeals may be submitted in writing to the Management Team.

## **SECTION 8: MAP PROTECTED PRODUCTS**

**8.1** - The list of MAP protected products for this market is included in your most recent RUPES distributor price list. For the most up to date pricing and MAP protected products contact your RUPES representative or a member of our customer service team.