



3230 S. Ridge Rd, Green Bay, WI 54304
Ph. 920-264-0526 email: darrell@wackoproducts.com

Minimum Advertised Price (MAP) and Internet Sales Policy

Effective: December 1, 2022

Introduction and Purpose

This Policy establishes requirements for Minimum Advertised Prices ("MAP") and Internet Sales by WackO Products LLC ("WackO") network of resellers and dealers (each a "Dealer", collectively "Dealers") of WackO branded RV A/C silencer products and related accessories.

WackO is a manufacturer of high-quality RV A/C silencer products and related accessories. WackO believes that it is important that its Dealers provide appropriate high-quality sales assistance and service to customers considering WackO's products. Further, WackO recognizes that Dealers who purchase WackO products for resale to others, invest time and resources to deliver an extraordinary customer experience through knowledgeable staff, compelling product presentation and training, and other unique offerings and services. To support our Dealer's efforts, WackO wishes to establish a policy that encourages Dealers to continue to maintain the high level of excellence that customers have come to associate with WackO products.

End customers rely on advertising and online product research to help establish the value of products they purchase. This Minimum Advertised Price and Internet Sales Policy (the "Policy") is intended to ensure that WackO Products LLC branded products are promoted in the marketplace with the appropriate value and brand equity. Advertising and promotional activities play a crucial role in strengthening the image, reputation and equity of these brands in each market segment that WackO serves.

WackO does not control the actual sale price to end users in the marketplace. Dealers include independent dealers, national and regional retailers and internet retailers of the products. Dealers have the ability and discretion to independently sell all products and parts at any price they choose.

It is WackO's policy that no Dealer may use WackO's trademarks, trade names or service marks, or any of its copyright materials or other intellectual property or proprietary rights, and collateral materials (collectively "WackO IP"), in any advertising, internet sales, or otherwise except in accordance with the license provided to them as a Dealer of WackO products (the "License"). Further, WackO has adopted this MAP Policy in order to ensure that the reputation and goodwill of the WackO IP is maintained or exceeded. The License shall be terminated automatically and immediately if the Dealer does not comply with this MAP Policy. This Policy benefits both Dealers and WackO by requiring that resellers adhere to the Minimum Advertised Price and Internet Sales principles established herein.



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Minimum Advertised Price Policy

Overview

- WackO products identified in WackO's MAP Price List (attached hereto, but subject to amendment from time to time) are covered by the terms of this Policy. Used, open box, damaged, or otherwise recycled WackO products are not covered under this Policy.
- It is a violation of this Policy for Dealers to advertise a price for a new, unused product or part from WackO below the Minimum Advertised Price, as established by WackO.
- Products covered by this Policy and their respective Minimum Advertised Prices (MAP) may be updated from time to time in WackO's sole discretion to include, without limitation, new products and special promotions or rebates. Updates to this Policy and/or MAP Price List will be communicated to Dealers via email, either personal or blast.
- Advertisements of WackO products covered by this Policy must contain an advertised price greater or equal to the products' respective MAP, and the respective product name as set forth in the MAP Price List.
- Products and parts can be sold by Dealers at any price, including a price below the Minimum Advertised Price established by WackO. This Policy only prohibits Dealers from advertising products and parts below the MAP, but not from selling products and parts below the MAP.
- Products that are "used" may be advertised at any price, as long as the product is clearly marked as "used" and cannot be perceived by the end customer as new.

Advertising

- Advertising is defined as listing a price for a specific product, or referring to product-specific coupons, rebates, product giveaways, "name-your-price," and other promotional offers, that have the effect of lowering an advertised price.
- Advertising media include, but are not limited to:
 - Television
 - Radio
 - Print including newspapers, flyers, circulars, classified ads
 - Billboards
 - Internet banner, pay-per-click and search ads, including Google AdWords
 - Mobile ads
 - Dealer or reseller website
 - Third party retail websites
 - Online classified ad websites including Craigslist.org
 - Marketplace sites including Facebook
 - Social media including, but not limited to, Facebook, LinkedIn, Twitter and Instagram
 - Direct mail via U.S. Postal Service
 - Email, mobile or text messaging
 - New advertising media as they arise



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- Price lists for in-person sales at trade shows are not considered advertisements under this Policy and in-person sales of those products are exempt from MAP.
- Advertising practices that have the effect of reducing the advertised price below the MAP violate this Policy. Such practices include, but are not limited to, use of "Click to See Pricing," "Add to Cart to See Price," or similar promotions in internet sales to reveal an advertised price below the MAP.
- It shall be a violation of the this MAP Policy to package or repackage any product listed on the Map Price List (unless listed in bundle form on the MAP Price List) and sell such portioned-off or bundled product at a price below the original product's MAP.
- It shall not be a violation of this MAP Policy to advertise in general that the Dealer has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the Dealer does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- **Example:** A Dealer must list the MAP price of product on its website page for the item. However, once a customer is on the final web page of the virtual checkout process, a Dealer may offer discounts or coupons that can reduce the final sale price of the product. The discounted price should only be shown to the customer on the final web pages of check out and not on the separate webpage products.

Questions

- If any Dealer has questions about this Policy, or wishes to report information concerning prices advertised by another WackO Dealer, a written correspondence via e-mail must be sent to info@wackoproducts.com.
- No representative of WackO is authorized to provide or obtain pricing information from any reseller either orally or in person. All correspondence between Dealers and WackO regarding this Policy must be submitted in writing, as noted above.

Policy Enforcement

WackO reserves all rights to unilaterally enforce this MAP Policy through various actions. Any and all violations of this Policy will be determined at the sole discretion of WACKO. Dealers who do not abide by this MAP Policy may be subject to the following consequences in WACKO's sole discretion:

First Violation	Formal warning issued to Dealer. Dealer must correct advertised pricing to match the MAP within in 24 hours of receipt of warning. Failure to do so will result in being placed on a "Do Not Sell" list until resolved.
Second Violation (including failure to cure First Violation within 24 hours)	180 day ordering ban on all WackO products. Dealer must correct advertised pricing to match the MAP within in 24 hours of receipt of warning. Failure to do so will result in being placed on a "Do Not Sell" list until resolved.
Third Violation (including failure to cure Second Violation within 24 hours)	Dealers who has previously demonstrated a second violation, yet violate a third time, will be placed on a "Do Not Sell" list indefinitely.



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Dealers who adhere to this MAP Policy following a violation will have their violation histories “wiped clean” following thirty (30) days of compliance with this Policy.

This Policy applies 24 hours a day, 7 days a week, 365 days a year, absent WackO providing prior written notice or approval of targeted marketing campaigns or special promotions. WackO reserves all legal and equitable rights with respect to its MAP Policy and, at its sole discretion, may from time to time, alter, modify, suspend, or cancel this Policy with or without notice.

Future Changes

WackO reserves the right to modify this Minimum Advertised Price Policy at any time, upon notice to Dealers, when changes are made.

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