



## **White Industries Minimum Advertised Price (MAP) Policy**

White Industries is focused on maintaining high margins for our dealer network as well as protecting the strength of our brand. In recognition of the investment in time and resources required to manufacture our high-quality products and to provide the level of customer service and product knowledge expected from our customers, White Industries is committed to enforcing policies which allow our resellers to maintain high-profit margins through the sale of our products. White Industries has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of White Industries products. All White Industries Authorized Resellers must follow the terms and conditions of the following MAP Policy.

## **White Industries MAP Policy Guidelines**

All White Industries products fall under our MAP policy. MAP pricing for all White Industries products is set at 0% below our published MSRP which can be found on our website at [whiteind.com/support/](http://whiteind.com/support/).

1. Authorized Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent pricing on the White Industries website.
2. The MAP policy applies to advertised prices.
3. Website features such as “click for price,” automated “bounce-back” pricing emails, pre-formatted email responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP policy.
4. White Industries’ MAP policy applies to all advertisements of MAP products in any and all media, including but not limited to: flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
5. It shall not be a violation of this MAP policy to advertise in general that the Authorized Reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.
6. Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP policy.
7. Offering coupons on individual White Industries items, or only White Industry items, violates the MAP policy.
8. Selling “used”, “like new”, or “un-boxed” products (or using any similar terms) below MAP pricing violates the MAP policy.
9. This MAP policy also applies to any activity which White Industries determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy.

## **Failure to Comply with the MAP Policy**

At the sole discretion of White Industries, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all White Industries products, both directly as well as through distribution.

## **White Industries will utilize the following steps to resolve MAP violations:**

Violations will need to be corrected within 48 hours of notification. Failure to do so may result in the termination of the Authorized Reseller's account.

1. **First Violation:** A written warning will be provided. After the violation is cleared, the Authorized Reseller's account will remain at their current level of pricing. Failure to correct the violation within 48 hrs of notification may result in a change to a lower pricing tier or termination of the account.
2. **Second Violation:** A written warning will be provided, the Authorized Reseller's account will be put on hold for 30 days, and any pending orders will be canceled and refunded. After the violation is cleared, the Authorized Reseller's account will be reactivated at "Level 1" pricing. Failure to correct the violation within 48 hrs of notification may result in termination of the account.
3. **Third Violation:** Authorized Reseller's account will be terminated immediately and a written termination statement will be sent. Any pending orders will be canceled and refunded.

## **Clearing violations**

Violations will remain in the reseller's file for a period of two years. Violations will be cleared after a period of two years if no new violations have occurred.