



## **MAP Policy**

*(Version Date: January 1, 2017)*

CTEK Power, Inc. (“CTEK”) actively supports the advertising and promotion of its products through various avenues by its Dealers, Jobbers and Warehouse Distributors (each referred to herein as “Resellers”). CTEK has built a strong reputation and following among consumers and has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of CTEK products. Effective as of April 3, 2013, CTEK has established a minimum advertised price (“MAP”) policy for all CTEK products, whether purchased by a Dealer directly from CTEK or from any other source (including authorized and unauthorized Distributors). This Policy is intended to ensure that Resellers market CTEK products effectively and that customers for these products receive appropriate sales support. The current version of the MAP policy is noted below (“MAP Policy”). The MAP Policy applies to all Resellers located in the United States of America and Canada. This MAP Policy is also authorizing Resellers the right to use CTEK’s trademarked logos and images as long as the below Guidelines are adhered to.

### ***CTEK’s MAP Policy Guidelines***

- The MAP for all CTEK products shall be listed on CTEK US and Canadian price sheets for Resellers. MAP pricing is established by CTEK for all CTEK products and may be adjusted by CTEK at its sole discretion. All prices displayed through advertising must be at or above MAP for CTEK products. MAP does not establish maximum advertised prices.
- Resellers are not required to list prices in advertising; however if a price is listed, it must be at or above MAP. The MAP Policy does not in any way limit the ability of a Reseller to advertise that “they have the lowest prices” or that customers can “call for price” or “call for quote” or use similar phrases, provided that the price advertised is not less than MAP.
- Resellers are responsible for ensuring their pricing is at or above MAP on Internet search engines.
- MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer’s retail location or over the telephone. CTEK Resellers remain free to sell these products at any prices they elect.
- The MAP Policy for CTEK products applies to all advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, Internet placement on banner ads, broadcast emails, destination pages, Internet placements on distributors own website, and any flyers, posters or coupons.
- CTEK’s MAP Policy further prohibits all Resellers and their customers from selling via direct sales on or to public e-tailing platforms such as Amazon, Newegg, Alibaba, EBay, etc. Sales on Reseller created/owned e-tailing platforms are not affected by this restriction and CTEK product continues to be permitted to be sold through those controlled channels.
- Advertising free or discounted products (whether made by CTEK or another manufacturer) with a product covered by the MAP Policy is contrary to the MAP Policy if it has the effect of discounting the advertised price of the product below MAP.
- Reseller agrees to hold all trademarks and copyrights of CTEK as the property of CTEK and abide by any guidelines provided by CTEK for use of such trademarks and copyrights.

### ***Exemptions***

1. Free or Reduced Price services are not considered Discounts. Services such as payment of some or all shipping and handling, installation of the CTEK products or promotional packaging pre-approved by CTEK in writing are not in violation of the MAP Policy and can be offered by the Reseller.



2. From time to time CTEK may discontinue models or engage in promotions with respect to certain products. In such events, CTEK reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Resellers of such change. CTEK further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 90 days advance written notice to Resellers, provided that such changes shall apply equally to all CTEK Resellers.
3. If a CTEK authorized end-user rebate promotion is underway with a CTEK product, Resellers may advertise a price lower than MAP – provided the Reseller notes (below the price and on the same page) that the rebate has been deducted from the advertised price and the amount of the rebate. Advertising a rebate outside of the authorized rebate timeframe is not allowed and is considered a violation of the MAP Policy. Bundles: If Resellers wishes to provide a bundle of products (including CTEK products) for sale, Reseller must obtain CTEK’s prior written approval for the bundle. In all cases, CTEK-authorized bundles must also be advertised at or above MAP price for the CTEK products.

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

After CTEK verifies to its satisfaction that a Reseller is engaging or participating in activities that violate the MAP Policy and devalue our brand, CTEK, without assuming any liability, reserves the right to revoke the authorization of that Reseller to purchase any or all of CTEK products as set forth below. This right of CTEK shall supersede any potentially conflicting term that may exist in an agreement in force between CTEK and the Reseller. CTEK does not intend to do business with Resellers who degrade the image of CTEK and its products.

## ***Violations: Actions taken by CTEK:***

- In the case of a first MAP Policy violation, CTEK will provide written and/or verbal notice to the Reseller reminding them of the MAP Policy and the MAP pricing. The Reseller will have **24 hours** to correct the advertised pricing to comply with the MAP Policy and its failure to do so will result in the risk of losing rights to use CTEK trademarked images and logos, as well as the right to resell CTEK’s product.
- In the case of a second MAP violation by a Reseller, CTEK may cancel any existing orders, refuse to accept new orders. In addition, the violating advertisement shall not qualify for reimbursement under CTEK’s COOP advertising program.
- In the event of a third MAP violation by a Reseller, Reseller is no longer able to purchase CTEK products and the Reseller will be placed on CTEK’s Restricted Sell List.
- In the case of a MAP violation by a Reseller who purchases from any other CTEK Reseller, CTEK may take actions against the initial Reseller in attempt to correct the MAP violation prior to action against the second Reseller. Efforts will be made to work unilaterally with the distributor and Reseller to correct the Reseller’s MAP violation. Resellers that participate in repeated activities that violate the MAP Policy and devalue the brand will be placed on CTEK’s Restricted Sell List. This list will be sent to all CTEK Warehouse Distributors and updated periodically.
- CTEK will unilaterally make all determinations regarding a violation or alleged violation of the MAP Policy there will be no opportunity for appeal. All accounts will be notified of a violation.

CTEK places great value on the efforts of its Resellers to distribute our products and support their customers. Our MAP policy is intended to encourage competition for the sale of CTEK products in a manner that is consistent with the long-term interests of the CTEK brand and our customers. We expect that you will respect our commitment to customer satisfaction.