

## MAP Policy

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

### **CNEX EIC LLC's MAP Policy Guidelines for Adrien Lastic Products**

MAP pricing for all Adrien Lastic products can be found on your current price list. All advertised prices must be at or above MAP for all Adrien Lastic products if a MAP price has been established by CNEX EIC LLC. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted.

Resellers are also responsible for ensuring their Adrien Lastic Mount pricing is at or above MAP on internet search engines. 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 publication of the price list. CNEX EIC LLC's MAP policy for all Adrien Lastic products apply to 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 with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, CNEX EIC LLC may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, Adrien Lastic reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

### **Pricing Statements**

CNEX EIC LLC's MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."

### **Free Offers Associated with CNEX EIC LLC Product**

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

### **All Adrien Lastic Products Price Matching Policies**

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of CNEX EIC LLC's MAP Policy. Advertised price must always be at MAP or higher.

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

At the sole discretion of CNEX EIC LLC, 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 Adrien Lastic products both direct as well as through distribution.

### **CNEX EIC LLC will utilize the following steps to resolve MAP violations:**

1. Any and all dealers selling Adrien Lastic products which have not signed an CNEX AIE LLC MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of CNEX EIC LLC are required to provide a signed MAP agreement from any dealer selling Adrien Lastic products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
  2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.
  3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, CNEX EIC LLC will review and determine if account is to be reinstated.
  4. Fourth Violation: Should CNEX EIC LLC decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

**MAP Policy Confirmation Agreement**

This CNEX EIC LLC MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, CNEX EIC LLC and \_\_\_\_\_.

CNEX EIC LLC places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of CNEX EIC LLC products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for CNEX EIC LLC products.

Read and Understood:

Authorized Reseller (Company Name)

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_

Authorized Reseller Representative

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_