MINIMUM ADVERTISED PRICE POLICY
EFFECTIVE JUNE 1, 2019

Introduction

Roadmaster understands that its distributors and dealers as its resellers commit significant resources to learning, stocking, and promoting our product lines. It takes consistency, care, and customer service to educate consumers how to safely install, operate, and maintain our products.

We therefore offer our products according to this Minimum Advertised Price Policy (“MAP Policy”) for the purpose of supporting our reseller network and ultimately our customers. We believe the MAP Policy encourages the profitability for the capital investment necessary to effectively learn and promote Roadmaster product lines. It also avoids devaluation of the Roadmaster brand and reputation on which our resellers rely to sell our products and build lasting customer relationships.

For these reasons, Roadmaster has adopted MAP Pricing, both in the United States and Internationally.

Basic Policy

It is a violation of the MAP Policy to:

(1) Advertise a MAP Product for a price lower than the MAP Price of that MAP Product, as all such terms are defined below, or

(2) sell to any party listed at www.roadmasterinc.com/unauthorized (“Unauthorized Reseller List”) as of the date such party is listed.

If Roadmaster determines that a violation has occurred, Roadmaster may take one or more of the actions in this policy.

“MAP Product” means all products listed on the Roadmaster price sheet available at www.roadmasterinc.com/map, and “MAP Price” means the price listed next to each MAP Product.

“Advertise” or “Advertising”, as used in this MAP Policy, means all printed, e-commerce and electronic media such as newspapers, magazines, inserts, direct mail catalogs, mailers, coupons, flyers, public signage, radio, television, Internet, website, e-tailing, bulk e-mail or similar mass media. For the purpose of clarity, website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted email responses, forms, and 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 reseller and therefore are included in the definition of “Advertising”.

This policy does not affect the prices that dealers may charge customers in their stores. Similarly, “Advertising” does not apply to the pricing or advertising occurring within a physical store. Roadmaster recognizes that resellers should retain some flexibility in the marketing and sale of Roadmaster products, for example, in order to reflect local market conditions and retail practices.

Violation Actions

For the first violation: Roadmaster generally provides the reseller with a warning. If the reseller is a member of Roadmaster’s authorized reseller program (ARP), Roadmaster will give notice through contact details previously provided to Roadmaster. If the reseller is not an ARP reseller, Roadmaster will use reasonable efforts to determine active contact information.

For the second violation, or if prompt action is not taken upon notification of the first violation: Roadmaster may withdraw any benefits and rights to offer, sell, display or promote the MAP Product(s) that are the subject of this violation for a period of a 30 day suspension. Roadmaster and/or its distributors will cancel all reseller orders for the MAP Product and/or other Roadmaster products and refuse to accept any new orders for a period of 30 days.

For the third violation: Roadmaster may withdraw any benefits and rights to offer, sell, display or promote the MAP Product(s) that are the subject of this violation for a period of a 3 month suspension. Roadmaster and/or its distributors will cancel all reseller orders for the MAP Product and/or other Roadmaster products and refuse to accept any new orders for a period of three months.
Repeated failure to abide by the MAP Policy will result in a unilateral and potentially indefinite suspension of benefits and rights to be a reseller of Roadmaster products.

**Policy Details**

This MAP Policy is violated by Advertisements that could be reasonably read to imply that a MAP Product is Advertised below its MAP Price. For example, a violation occurs where a MAP Product is Advertised at a MAP Price but the Advertisement is accompanied by or associated with statements such as “20% off of all products in our catalog,” “buy one, get one for half price” or “free with purchase”.

This MAP Policy does not apply to remanufactured, used or discontinued products, provided that such used, discontinued, or remanufactured products is identified as such in the Advertisement.

Dealers remain free to sell Roadmaster products at whatever prices they choose. Roadmaster will neither ask for nor will adopt any assurance of compliance or agreement from any reseller regarding this policy.

Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between the reseller and Roadmaster, including any Dealer Agreement or Distributor Agreement, nothing in such agreements shall constitute an agreement, covenant, promise, or other contractual obligation by the reseller to comply with this policy.

This policy is “non-negotiable”, that is, Roadmaster will not discuss any conditions or alterations to the policy with any reseller. In addition, Roadmaster will neither solicit nor accept any assurances of compliance with this Policy from any dealer or distributor. Roadmaster reserves the right to choose with whom it does business and to accept or reject any order at any time.

Roadmaster has adopted this policy unilaterally. Any and all decisions regarding compliance will be solely at Roadmaster’s discretion. The policy may not be construed as a contract or agreement with any dealer or distributor. Roadmaster reserves the right to change, modify or terminate this policy or the attached MAP schedule at any time without notice. This policy shall be enforced by Roadmaster and Roadmaster alone; Roadmaster will not solicit complaints about violations of this policy.

**All questions about this MAP Policy should be submitted in writing and directed to:**

Roadmaster, Inc.
Attn: MAP Policy Coordinator
6110 NE 127th Ave.
Vancouver, WA 98682

**Important Notice Regarding Statements by Roadmaster Employees and Others**

Under no circumstances are Roadmaster employees, sales representatives, or any reseller of Roadmaster (distributor or dealer), authorized to discuss, modify, interpret or grant any exceptions to this policy with any reseller. Any action of an employee, sales representative, or distributor of Roadmaster products purporting to obtain the agreement of any person to any and all of the terms of this policy is unauthorized.