

## **Ken's Factory Minimum Advertised Price Policy**



Ken's Factory manufactures motorcycle parts and accessories. We recognize the investment involved at the dealer level to provide the best sales and service experience. To protect this investment and maintain profit levels that support exceptional service, we are instituting a Minimum Advertised Price (MAP) policy.

It is understood that resellers are free to sell Ken's Factory products for any price of their choosing. Ken's Factory, in its sole discretion, reserves the right to limit or cease the availability of products to any authorized reseller who does not adhere to the advertising guidelines listed below. We believe this policy will ensure the brand's premium perception in the marketplace and allow resellers to remain competitive.

### **GUIDELINES:**

1. Dealers caught advertising, in print or online, under MSRP listed in current price sheets will be notified and could be susceptible to immediate account closure without notice.
2. It will be the sole discretion of Ken's Factory to monitor and enforce the MAP policy and take action against resellers operating outside of the MAP policy.
3. Ken's Factory will maintain a "MAP List". We reserve the right to change this list and pricing at any time but will make every attempt to communicate in advance.
4. All products will have a MAP price. Any reseller advertising below the MAP price will be in violation of the MAP policy. Resellers will not be in violation for advertising above MAP price.
5. Advertising includes but is not limited to flyers, posters, coupons, social media, auction sites,

Amazon, eBay, 3rd party websites or subsidiaries, apps, mailers, newspapers, magazines, catalogs, including websites, internet forums, email newsletters, email solicitations, television, radio, and public signage. E-commerce features that are initiated by the reseller to display lower than MAP such as "Click for Price," "Call for Price," "Email for Price" or other automatic pricing will violate the MAP policy. Other advertising not specifically mentioned here designed to circumvent MAP policy will be deemed a violation by Ken's Factory.

6. Advertising bundles of Ken's Factory products inclined in the MAP policy with other products that effectively reduce the price of the MAP product will be a violation of this MAP policy. This could include gift certificates, points and other incentives.

7. In some very rare cases, Ken's Factory may temporarily authorize resellers to sell MAP products below the stated policy by modifying or suspending the MAP pricing. Advanced notice of these events will be communicated in writing with the dealers to include the affected part numbers, modified prices and the duration.

8. All matters of interpretation and application of the terms of the MAP policy shall remain within the sole discretion of Ken's Factory. Ken's Factory will attempt to work with resellers who intentionally or unintentionally violate the MAP policy. Ken's Factory also reserves the right to take swift action in cases that include but not limited to damaging of Ken's Factory brand, the channel, or the competitive marketplace.

9. Sell on Approved Retail Website(s) Only — dealers and resellers must only take orders via ecommerce pages on approved websites owned by said dealers or resellers. Sales on 3rd party sites such as Amazon, eBay, Rakuten, Craigslist, Facebook Marketplace, etc., is prohibited.

## **ENFORCEMENT**

Ken's Factory, LLC will notify dealers of any MAP policy infractions in the following manner:

First Notice: Dealer will be notified via phone of their violation in which case their will be (7) days to remove printed advertisements from circulation and (48) hours to comply in online marketplaces (dealer websites, eBay, Amazon, Google Shopping, etc.).

Second Notice: Dealer will be notified via email or in writing of the uncorrected violation. The notice will warn that failure to comply in (7) business days will result in losing authorization to further purchase and use copyrighted material related to Ken's Factory. Images and trademarked names may not be used in any printed material or online webpages or online marketplaces (dealer websites, eBay, Amazon, Google Shopping, etc.) for this (30) day duration beginning on the 7<sup>th</sup> day of non-compliance

Third Notice: Dealer will be notified via email or in writing of the violation and will be placed on an indefinite non-ship basis. Dealer may appeal this decision in writing or email as described below.

Appeals must be made via email to [info@kensfactoryusa.com](mailto:info@kensfactoryusa.com). In addition to providing the reason(s) for failure to comply with this MAP policy, please reference the number(s), notification date(s), dealer name, address, non compliant printed material or website(s), contact name, email and phone number with each request. Ken's Factory will use its sole discretion to grant appeals and should an appeal be granted; dealer will remain on a (90) day probationary shipping basis. Additional offenses during this period will be treated as Third Notice as described above

