



C&A Pro Products Reseller Minimum Advertised Price Policy

Effective April 1, 2019

Introduction:

C&A Pro has a long history of manufacturing valuable, high performance, Made in the USA snowmobile skis. We recognize that our success is tied to our network of authorized Distributors/Dealers, as well as the time invested in educating the public about C&A Pro products and their value, training knowledgeable staff and providing customer support services.

To maintain a high level of customer confidence in the C&A Pro products and the C&A Pro brand, and to protect the investment of our quality Distributors/Dealers, C&A Pro has created a Minimum Advertised Price Policy (MAP). We respect our Distributors/Dealers right to sell our product at any price they determine to be appropriate.

Policy:

THIS POLICY IS NOT INTENDED TO CONTROL, INFLUENCE, DETERMINE, RESTRICT OR LIMIT IN ANY WAY THE PRICE AT WHICH ANY RESELLER MAY SELL C&A PRO PRODUCTS. THIS POLICY IS STRICTLY LIMITED TO RESTRICTIONS ON ADVERTISING. EACH RESELLER REMAINS ENTIRELY FREE TO DETERMINE ITS OWN RESALE PRICE FOR ALL C&A PRO PRODUCTS.

1. C&A Pro products advertised by a reseller shall not at any time be advertised more than **10%** below MSRP or it will be considered a violation of this policy.
2. C&A Pro shall maintain an updated price list (<https://www.caproksis.net/terms-conditions/>) for selected C&A Pro products that will fall under this MAP Policy. C&A Pro reserves the right to update or modify this list at any time without prior notice.
3. All products listed will have a MAP price (<https://www.caproksis.net/terms-conditions/>). Resellers listing a price which is lower than the MAP price for the featured MAP product in any advertising will be viewed as a violation of this MAP policy. This 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 websites, social media sites, apps, or any other electronic media.

Many websites include features such as “Click for Price”, automated “bounce-back” pricing emails, strikethrough prices, preformatted email responses, forms automatic price display for any items prior to being placed in a customer’s shopping cart, or other similar features will be considered advertising under this MAP policy.



4. C&A Pro resellers are not permitted to sell any C&A Pro products on “third party” websites or through “third party” sales channels, without prior written consent and authorization from C&A Pro. Such third party websites/sales channels include: Amazon.com, Ebay.com, Jet.com, Walmart.com, and Rakuten.com. C&A Pro reserves the right to add to this list of unauthorized third party websites/sales channels.
5. Where C&A Pro products are bundled with or sold as part of a package that includes other products, the reseller must advertise the price or value of the C&A Pro products at or above this MAP Policy. For examples, the advertised bundle should say “includes C&A Pro products, which has a suggested retail price of \$XX.XX”
6. If a reseller has multiple stores (includes website stores) and violates this MAP Policy with any store, C&A Pro will consider this to be a violation by all of the reseller’s locations.
7. Distributors/Dealers/Resellers are responsible for monitoring to whom they and their customers sell to. If a reseller is continuously violating MAP pricing, they will be placed on the Do Not Sell List (DNS). DNS shall be comprised of any individual, or business entity that has lost the right to sell, or promote C&A Pro products based on the terms of this MAP Policy. The Distributor/Dealer/Reseller is responsible for not selling to that customer. If the Distributor/Dealer/Reseller is determined to be selling C&A Products to a customer listed on the DNS List, the Distributor/Dealer/Reseller will also be in violation, and subject to enforcement penalties.
8. C&A Pro, at its sole discretion, may hire a third party to monitor or enforce the MAP Policy.
9. C&A Pro reserves the right to implement a MAP Holiday during the year depending on market conditions and/or during promotional periods. C&A Pro will be extending a MAP Holiday from Nov 25, 2021 through Dec 12, 2021. As well as, Feb 21, 2022 through Mar 13, 2022. During these periods, all Distributors/Dealers/Resellers may advertise C&A Pro product at whatever price point they deem necessary.
10. This MAP Policy will be enforced in all of the United States as well as Canada.

Response to MAP Policy Violations:

The MAP Policy will be enforced by C&A Pro in its sole discretion and without notice.

First Violation:

- In the event that C&A Pro determines that a Reseller has violated the MAP Policy, a notice will be sent to the Reseller alerting them of the violation. The Reseller must become compliant with the MAP Policy within two (2) business days.

Second Violation:

- If, after two (2) business days the initial violation has not become compliant or the Reseller violated the MAP Policy a second time with any of C&A Pro product covered by this MAP Policy,



C&A Pro will add the Reseller to the Do Not Sell List (DNS) for a period of thirty (30) days. As well as all pending orders will be suspended for a period of thirty (30) days.

Third Violation:

- In the event of a third violation of this MAP Policy, the Reseller will be added to the DNS List for a period of ninety (90) days. As well as all pending orders will be suspended for a period of ninety (90) days.

Fourth Violation:

- The fourth violation of this MAP Policy will result in the Reseller being added to the DNS List indefinitely.

C&A Pro shall, in its own discretion, determine whether and when to remove a violating Reseller from the DNS List.

This MAP Policy is the unilateral decision of C&A Pro. C&A Pro will not discuss any conditions of acceptance related to this policy. Only authorized C&A representatives are allowed communicate MAP Policy updates, changes and decisions regarding violations to this Policy. No other member of C&A Pro, Authorized Distributors, Distributor Sales representatives, or Dealers are authorized to modify or amend the MAP Policy.

C&A Pro reserves the right to add, change or delete the MAP Policy. If you wish to be notified of any MAP Policy changes, or have any questions, please send a written request to info@caproskis.com. You may also contact C&A Pro by mail with any questions at the following address:

C&A Pro

ATTN: MAP Policy

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