

MINIMUM ADVERTISED PRICING POLICY/AGREEMENT

Effective July 1st, 2017, a Minimum Advertised Price (MAP) on all Wacaco products will be in effect. International accounts must reflect pricing as translated into their local currency.

WACACO® has spent an extensive amount of time building a brand of strong recognition and a high perceived value. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the Wacaco brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers (YOU) based on loyalty and customer care expectations. Therefore, if WACACO® agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions. Please note this is in your greatest interest as we are protecting you from others slashing prices and harming your sales.

The MAP policy shall work under the following guidelines:

1. The Minimum Advertised Price for any Wacaco product shall not be below the current sale price on Wacaco website (<https://www.wacaco.com>). MAP pricing is established by Wacaco Company Limited and may be adjusted by Wacaco Company Limited at its sole discretion.
2. The MAP for all Wacaco products shall be no more than the MSRP provided in the Wacaco Price Sheet.
3. The MAP policy applies to all advertisements of Wacaco products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email news letters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
4. The inclusion in advertising of free or discounted products (whether made by Wacaco or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
5. If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
6. 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. Wacaco dealers and sales representatives remain free to sell these products at any prices they choose.

7. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer Wacaco products at any price in excess of the MAP.

8. Wacaco's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

9. Dealer agrees to hold all trademarks of Wacaco as the property of Wacaco Company Limited and use advertising materials provided by Wacaco in an authorized manner only.

10. Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. Wacaco does not intend to do business with dealers or sales representatives who degrade the image of Wacaco brand and its products. It is Wacaco Company Limited sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.

11. Negotiated Contracts: From time to time it may be explicitly approved by Wacaco Company Limited in writing to sell certain Wacaco products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Wacaco Company Limited.

12. Wacaco may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. Wacaco will send out a notice in advance with details of the special.

13. Sales representatives of Wacaco products will supply a copy of the Wacaco MAP policy to any new or existing reseller to be filled out, acknowledged and returned to Wacaco Company Limited. This form shall be signed and returned to Wacaco Company Limited and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

MAP AGREEMENT CONFIRMATION

This MAP policy has been established by Wacaco Company Limited to help ensure the reputations of Wacaco brand and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers, retail outlets and sales representatives have the incentive to invest resources into services for Wacaco customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Agreed to by:

Company name:

Any and all other names by which this company operates (including names used on Ebay, Amazon, etc):

Dealer / Retailer / Distributor Address:

Dealer / Retailer / Distributor City/State/Postal Code:

Phone:

Email:

Website URL:

Date signed:

Signature:

If in agreement with this policy then please fill out the requested information and sign it. You may scan the 3rd page and email to: retail@wacaco.com

IMPORTANT: As of August 1st, 2017, no shipments will be made to any wholesaler or distributor without having completed this form and returning it to Wacaco Company Limited.