

GrimmSpeed Minimum Advertised Pricing Policy (“MAP Policy”)

General Policy Notes: The GrimmSpeed Experience begins with the wealth of information and promotional material that we and our trusted retailers provide regarding our products, continues with the purchase and receipt of the product and it doesn't end, so long as that product is in circulation. GrimmSpeed Authorized Dealers are expected to provide this experience for GrimmSpeed customers and for that reason, we are careful to ensure that margins on GrimmSpeed Product and brand value are not diminished. GrimmSpeed has determined that it will not support, in any way, advertisements or promotional materials that have the potential to diminish the perceived value of the GrimmSpeed brand and its products.

The GrimmSpeed Minimum Advertised Pricing Policy serves to ensure that GrimmSpeed Authorized Dealers compete for customers using the customer experience rather than price. We take our MAP Policy very seriously and as is explained in the GrimmSpeed Authorized Dealer Agreement, violations may result in the loss of your Authorized status. This agreement is effective as of January 1, 2015.

1.) MAP Policy Conditions

- a. MAP/MSRP pricing information for all GrimmSpeed products is listed on the GrimmSpeed Product Pricing sheet, available at dealer.grimmspeed.com. Pricing may be updated by GrimmSpeed at any time and will be simultaneously updated on the GrimmSpeed Product Pricing sheet. Dealers will be notified via email.
- b. The MAP Policy applies to all advertisement of GrimmSpeed products including, but not limited to:
 - i. **Website listings**
 - ii. **Posters, mailers, inserts, magazines, catalogs, flyers**
 - iii. **E-mail newsletters, e-mail advertisements, internet/instant messages**
 - iv. **TV ads, radio ads, public signage**
- c. Website features such as “Add to Cart for Price” or “Click for Price” and automated customer retention emails that offer GrimmSpeed product at a price below MAP are considered to be advertisements by this policy and are prohibited.
- d. MAP Policy applies to advertised prices and does not attempt to limit the price at which an item is sold to an individual by a GrimmSpeed Authorized Dealer. GrimmSpeed Dealers are free to sell GrimmSpeed products at any price that they elect in two ways:
 - i. **In-store purchases**
 - ii. **Telephone purchases**
- e. GrimmSpeed MAP Policy applies to documented communication via instant messages via facebook, AIM, internet forums and text messages. Very frequently, competitors secret shop other dealers and submit screenshots of sub-MAP pricing through private messaging. This type of communication has become a peripheral form of advertising and is considered to be in violation of the GrimmSpeed MAP Policy.
- f. The inclusion of free or discounted items with the purchase of a GrimmSpeed product would constitute violation of this MAP Policy if the distinction isn't explicitly made that all GrimmSpeed product is being sold at MAP pricing. Review of such instances is at the discretion of GrimmSpeed and advertisements found to be in violation must be removed within 24hrs of notice from GrimmSpeed.
- g. The GrimmSpeed MAP Policy permits dealers to advertise that they have the lowest prices or that they will match a competitors pricing or that customers may call for the best pricing, but communication of a price lower than MAP, as previously stated, may only occur over the phone or in person.
- h. GrimmSpeed products listed on auction sites, such as eBay, must be listed at MAP pricing or above, with no option to ‘make an offer’. Products listed on third party retail sites, such as Amazon, must be listed accurately, at or above MAP pricing and with the correct MSRP listed. GrimmSpeed reserves the right to request that any and all sales via these outlets be removed or discontinued at any time, for any reason.

2.) Promotions

- a. GrimmSpeed may, from time to time, engage in promotions on all or certain products. In such events, GrimmSpeed reserves the right to suspend or modify MAP by notifying all dealers of such a change.
- b. GrimmSpeed Authorized Dealers may contact Dealer Support (dealer@grimmspeed.com) to propose and apply for an exclusive sale. GrimmSpeed will review the terms of the sale, the length of the sale and promotional materials associated with the sale. If approved, the Authorized dealer will receive an adjusted MAP right for all or certain products for the specified period of time. All GrimmSpeed Authorized Dealers will be held to the same standards and sale terms will depend on the dealers level of care and detail with promotion of GrimmSpeed products.

3.) Terms

- a. GrimmSpeed reserves the right to adjust MAP pricing at any time on all or certain products with 7 days advance written warning to Authorized Dealers. Dealers will use this time to adjust their own advertised pricing.
- b. Failure to abide by this MAP Policy will result in immediate termination of Authorized Dealer status. Warnings may be given at the discretion of GrimmSpeed dealer support.
- c. The terms of this and all GrimmSpeed Policies are confidential and are not to be discussed publicly or with other parties.