



## **FloodSax® Minimum Advertised Pricing Policy/Agreement**

MBZ INDUSTRIAL, INC. (MBZI) actively supports the advertising and promotion of its products by its domestic dealers and sales representatives through materials provided by MBZI at no or nominal cost.

**Effective July 1, 2015**, a **NEW** Minimum Advertised Price (MAP) on all MBZI products will be in effect. This policy applies only to U.S. and Canadian dealers and sales representatives. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support. We greatly appreciate the efforts of all resellers to distribute our products and support their customers.

### **The MAP policy shall work under the following guidelines:**

1. The MAP for all MBZI products shall be no more than **10%** less than the published list price provided in the MBZ Industrial Dealer Price Sheet. MAP pricing is established by MBZI and may be adjusted by MBZI at its sole discretion.
2. The MAP policy applies to all advertisements of MBZI products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, 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).
3. The inclusion in advertising of free or discounted products (whether made by MBZI 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.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. 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 or over the telephone. MBZI dealers and sales representatives remain free to sell these products at any prices they choose.
6. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer MBZI products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
7. MBZI'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.
8. Dealer agrees to hold all trademarks of MBZ Industrial as the property of MBZ Industrial and use advertising materials provided by MBZ Industrial in an authorized manner only.
9. Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. MBZI does not intend to do business with dealers or sales representatives who degrade the image of MBZI and its products. MBZI will not provide prior notice or issue warnings before taking any action under this policy.

This MAP policy has been established by MBZI to help ensure the legacy of MBZI as a top producer of high performance, high quality, flood protection products and accessories and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for

MBZI 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.

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

Agreed to by: \_\_\_\_\_

Dealership name: \_\_\_\_\_

Dear Principal name printed: \_\_\_\_\_

Dealer Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer Address: \_\_\_\_\_

MBZI Customer Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website URL: \_\_\_\_\_

**Credit Card Authorization Form**  
**For FloodSax® Inventory Charges**

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Please fill in the information and sign below.

Print Name \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Credit Card Type (Check One):  MasterCard  Visa  Discover  American Express

Credit Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Security Code: \_\_\_\_\_

Expiration Date: \_\_\_ / \_\_\_

Credit Card Holder's Name (print): \_\_\_\_\_  
(Exactly as it appears on the credit card)

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Card Holder Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I authorize MBZ Industrial Inc. to initiate a charge to the credit card indicated above for the total amount due  
\$ \_\_\_\_\_.

Card Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

**Highly Confidential**