



## ZUP MAP Policy - 2019

ZUP is focused on maintaining high margins for our RESELLERS/DEALERS/DISTRIBUTION network. In recognition of the investment in time and resources required for our high-quality RESELLERS/DEALERS/DISTRIBUTION to provide the level of customer service and product knowledge expected from our customers, ZUP is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. ZUP has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of ZUP products. All ZUP Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

### ZUP's MAP Policy Guidelines

MAP pricing for all ZUP products can be found on your current price list. All advertised prices must be at or above MAP for all ZUP products if a MAP price has been established by ZUP.

MAP Pricing must follow these guidelines:

Policy	Dates
MAP Price – No Discounts	March 1, 2018 – August 15, 2019
Up To 10% off MAP Price	August 16 – September 15, 2019
Up To 20% off MAP Price	September 16 – October 15, 2019
Up To 30% off MAP Price	October 16 – November 15, 2019
No MAP Price	November 16, 2019 – April 30, 2020

### MAP Holidays

Dealers May advertise ZUP products at **no more than 15%** off during the following periods:

- **Memorial Day Period** (May 20<sup>th</sup> – May 27<sup>th</sup>, 2019)
- **July 4<sup>th</sup> Period** (June 24<sup>th</sup> – July 7<sup>th</sup>, 2019)

### ZUP's MAP Policy for Online Retailers (iMAP Policy)

Resellers are also responsible for ensuring their ZUP pricing is at or above MAP on Internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list.

Dealer may not sell to any third party or on any third-party website. Including but not limited to Amazon, Jet.com, eBay.

Storewide, non-product specific discounts are permitted.

### Pricing Statements

ZUP's MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."

Storewide, non-product specific discounts are permitted.

### Free Offers Associated with ZUP Product

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

### All ZUP Products Price Matching Policies

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of ZUP's MAP Policy. Advertised price must always be at MAP or higher.



### **Failure to Comply with the MAP Policy**

At the sole discretion of ZUP, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all ZUP products both direct as well as through distribution.

### **ZUP will utilize the following steps to resolve MAP violations:**

1. Any and all dealers selling ZUP products which have not signed a ZUP MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of ZUP are required to provide a signed MAP agreement from any dealer selling ZUP products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
  2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.
  3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, ZUP will review and determine if account is to be reinstated.
  4. Fourth Violation: Should ZUP decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

### **MAP Policy Confirmation Agreement**

This ZUP MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, ZUP and \_\_\_\_\_.

ZUP places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of ZUP products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for ZUP products.

Read and Understood:

Authorized Reseller (Company Name)

Name \_\_\_\_\_

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

Web URL \_\_\_\_\_

Authorized Reseller Representative

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_