



## MAP POLICY

(Minimum Advertise Price Policy)

### Policy Introduction

In order to maintain, protect and encourage the investment of our nationwide Dealers and the Aunex brand reputation, we have unilaterally implemented this Minimum Advertised Pricing Policy (“**MAP Policy**”), which applies to all Aunex branded products (“**Products**”) as identified in the current **Aunex Dealer Price Guide**. This policy is subject to all Retailers, Jobbers, Dealers, Online Sellers, Online marketplace, Auction sellers, Distributors and any Reseller(s) they sell to (together and individually, “**Resellers**”), unilaterally and without exception.

Aunex values its **Resellers** and recognizes the time and resources they invest to deliver an extraordinary customer experience through their staff, in-store demos, show events and advertisements. However, Aunex realizes that certain **Reseller’s** advertising and sales practices that promote Aunex’s **Products** mainly on the basis of price could be harmful to other **Resellers** and to Aunex’s competitive position. To ensure that Aunex’s standards for product quality, reliability and to support its **Reseller’s** efforts, we have instituted this **MAP Policy** that will protect its **Resellers’** ability to earn the profit necessary to maintain excellent customer service, enhance their competitiveness in the marketplace and the success of entire Aunex **Resellers** network.

It is Aunex’s intention and policy not to align the company with any **Resellers** that advertises Aunex branded **Products** at prices that are below **MAP**. Aunex is confident that this policy to protect the long-term interest will not only benefit Aunex, but also all of our retailers, distributors and customers. We ask that you take the time to review each part of this Policy and the Guidelines listed. Failure to adhere to this **MAP** policy will result in a hold on your account and would furthermore result in the termination of your account.

Thank you for taking the time to read and review this **MAP Policy**. We appreciate your support on this program and feel that the guidelines presented herein will help maintain and preserve the profitability and brand value for all of our retailer partners across the globe.



## Map Policy

### Official Policy and Guidelines

1. Aunex reserves the right, at its sole discretion to take other actions, with respect to any reseller that violates this **MAP** Policy. We do not seek, nor will we accept any agreement(s) or assent from a **Reseller** concerning this **MAP** Policy, either now or at any future time. This policy is being established by Aunex unilaterally and is not subject to negotiation.
2. This **MAP** policy only applies to prices at which any and all Aunex branded **products** are marketed and/or advertised and does not apply to the final resale price. The actual retail sales prices for any and all Aunex branded **Products** remain wholly within the Authorized Aunex **Reseller's** discretion. Equivalently, Aunex has the right to make its own independent decisions regarding **Product** allocation and reseller participation as a member of the Aunex Authorized **Reseller** Program, at any time as in violation or noncompliance of this **MAP** Policy.
3. Aunex will maintain an updated **Dealer Price Guide** for all **Products** that fall under this **MAP** Policy. Aunex reserves the right to update or modify this list at any time. Discontinued and Refurbished items do not fall under this policy and are to be priced at the discretion of the **Reseller**. **MAP** pricing can be found in the current Aunex Dealer Price Guide.
4. All Aunex branded products will have a **MAP** price. Listing any Aunex branded **product** below **MAP** pricing in any form of advertisement whether online or on any printed material will be viewed as a violation of this **MAP** Policy. This **MAP** Policy applies to all advertisement of any Aunex branded **Products** in any and all media, including without limitation to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet, social media platforms or similar electronic media, including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Some websites features such as "Click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior or after being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the Reseller (rather than by the customer) and this constitutes "advertising" under this **MAP** Policy. The **MAP** Policy also applies to any activity which Aunex determines in its sole discretion, is designed or intended to circumvent the intent of this **MAP** Policy, such as solicitations for "group purchases" and the like.



5. This **MAP** Policy does not in any way address or limit the ability of any **Reseller** to advertise that they “have the lowest prices” or “will meet or beat any competitor’s price,” or that consumers should “call for a price” or phrases of similar as long as any price advertised for the **Products** is not less than **MAP** Pricing.
6. This policy does not allow for various sales strategies, such as but not limited to: Make Offer, Best Offer, Auctions, or Buy Box Acquisition from lowest price offered. These will be considered violating Aunex **MAP** Policy.
7. Aunex may agree to have resellers advertise certain **Products** at prices lower than **MAP** on special occasions. In this regard, Aunex reserves the right pursuant to this Policy to modify or suspend the **MAP** Policies with respect to the affected products at any time with reasonable notice of such changes.
8. From time to time Aunex may offer a direct manufacturer’s rebate to customers. In such events, it shall be a violation of this **MAP** Policy to advertise the availability of the manufacture’s rebate, provided that (a) the advertisement includes a **MAP**-compliant price, the rebate amount, and the net price after manufacture’s rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturers’ rebate; and (c) the “After manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.
9. It is encouraged for all Retailers that list any Aunex branded **products** to bundle or make packages so that listed prices are shown above **MAP** Pricing. Aunex will allow Retailers to promote Aunex branded products on their own website as long as pricing are show at or above **MAP** Pricing. Aunex however does not allow listing any Aunex branded **Products** on any other platforms such as but not limited to Amazon, eBay, Google Marketplace, Shopify and Facebook. It shall be a violation of this **MAP** Policy if **Products** are bundled with or sold as part of a package with any Aunex branded **products** with the combine value below Aunex **MAP** Pricing.
10. It is inconsistent with this **MAP** Policy to include in any advertising for Aunex **Products** with an additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any Aunex branded **products** below **MAP Pricing** without the advance approval of Aunex for a given length of time. Advertising in this nature may only be



approved for a set amount of time with any infraction over to be considered direct violation of the policy.

11. If a **Reseller** with multiple store locations violates this **MAP** Policy at any store location, Aunex will consider this to be a violation by all the **Reseller's** locations.
12. If a **Reseller** with multiple online stores or entities operate under different websites or social media accounts violates this **MAP** Policy on any particular site, marketplace or other listings, Aunex will consider this to be a violation by all of the **Reseller's** entities as well as any Brick & Mortar store locations if any exist.
13. Although **Resellers'** remain free to establish their own prices, Aunex reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any **Reseller** following Aunex's verification that such **Reseller** has violated this **MAP** policy.
14. Aunex's Independent Sales Representatives does not have the authority to modify this **MAP** Policy and any action of any person, which claims to modify this Policy or to solicit or obtain the agreement of any person to this Policy, is unauthorized and invalid. This also includes any program or promotion that affects the **MAP** Pricing.
15. In a case there is a **MAP** policy violation, the **Retailer** has 48 Hours / 2 Days from the time notice is given for retailer to correct any and all underpriced products. Upon the 48-hour notice, should the correction(s) not be made, the account with Aunex will be immediately terminated. All pending and backorders will be cancelled and Aunex reserves the right to purchase all Aunex branded **products** from the retailer at the price the **products** were originally sold at.
16. All Aunex products are serialized and are listed to the account that purchased said item directly from Aunex. If a Reseller account has then resold the **product** to another **Dealer** or **Retailer**, the serial number does not transfer for tracking back to the product. The **product** if traced back from a Non-**MAP** sale purchase is made either by Aunex directly or outside firms and or individuals is registered to a Distribution account, that Distributor will also be held accountable for the violation of this **MAP** Policy.
17. It is the sole responsibility of all Resellers, Wholesalers or Distributors to provide its dealers, jobbers, or retailers with a copy of this Aunex **MAP** Policy and to uphold its guidelines in complete form. In addition, the Reseller, Wholesaler or Distributor should



furnish their customers with the current Aunex Dealer Price Guide to properly establish **MAP** Pricing.

*By signing below, the Dealer or Distributor acknowledges and agrees to the terms and conditions presented in this document.*

Account Name: \_\_\_\_\_

Account #: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Aunex Sales Director**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_