



SnowBear® Plows MINIMUM ADVERTISED PRICING POLICY
(“MAP POLICY”)

SnowBear® Plows actively supports the advertising and promotion of its products by its Distribution Partners through materials provided by SnowBear®. In order to maintain the high degree of consumer recognition and confidence in the “SnowBear®” brand name and to maintain its position as the premier manufacturer of snowplows and snowplow accessories, the following MAP (Minimum Advertised Price) Policy will apply to all SnowBear® MAP Products.

SnowBear® has built a strong reputation and following among consumers and has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, any advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of SnowBear® products.

Effective as of August 31, 2017, SnowBear® has established a minimum advertising price program (“MAP”) on certain key SnowBear® products. This policy applies to the advertised retail pricing for the product sold in or shipped to the United States of America, and any other valid jurisdiction or territory.

The MAP policy shall work under the following guidelines:

1. The MAP for all SnowBear® products covered by our MAP Policy shall be listed on the SnowBear® Price Schedule. MAP pricing is established solely by SnowBear® and may be adjusted by SnowBear® at its sole discretion.
2. This MAP Policy applies to all advertisements of SnowBear® products listed on the Pricing Schedule that have a MAP Price, and is applicable to any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogues, mail order catalogues, e-mail newsletters, e-mail solicitations, instant messages, internet or similar electronic media, television, radio, and public signage, websites, and other published/searchable media. This MAP Policy is not applicable to in-store advertising that is displayed only in the store and not distributed to any customer(s). This MAP Policy does not govern the price for SnowBear® products once they are placed in a consumers shopping cart, as long as that shopping cart is not publically visible/searchable. This policy does apply to publically advertised/searchable prices for SnowBear® products.
3. The inclusion in advertising of free or discounted products (whether made by SnowBear® 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 is below the MAP.
4. MAP applies only to advertising prices and does not apply to the price at which a product is actually sold or offered for sale to an individual consumer within the dealer’s retail location or over the telephone.

SnowBear® Distribution Partners remain free to sell these products at any prices they elect.

5. MAP does not establish maximum advertising prices. All Distribution Partners may offer SnowBear® products at any price in excess of the MAP established for such product.
6. SnowBear® MAP Policy does not in any way limit the ability of any Distribution Partner to advertise that “they have the lowest prices” or, “they will meet or beat any competitors price”, that the 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. Advertising prices below MAP levels is strictly prohibited.
7. From time-to-time SnowBear® may discontinue models and engage in promotions with respect to these certain products. In such events, SnowBear® reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Distribution Partners of such change. SnowBear® further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion.
8. Listing of SnowBear® products by Authorized Distribution Partners and/or their customers or re-distributors on auction sites, such as eBay.com, or on third party Internet resell sites, such as Amazon.com below MAP pricing level is strictly prohibited.
9. Intentional and/or repeat failure to abide by this policy will result in termination of Authorized Distribution Partner status at the sole discretion of SnowBear®.
10. The terms of this MAP Policy are confidential and should not be disclosed to other parties.

MAP VIOLATIONS

Wholesale Distributors

In the event that SnowBear® discovers, learns or is made aware that a Distribution Partner is: advertising MAP products below the published MAP price, OR an affiliate of a Distribution Partner is advertising any of the products covered by the SnowBear® MAP Program at a price less than the Minimum Advertised Price, OR the Distribution Partner is knowingly distributing SnowBear® products to a re-distributor or retailer that is advertising products covered by the MAP Program below the published MAP price, SnowBear® will review the Vendor Agreement (when applicable) of the offending Distribution Partner. After such review, SnowBear® reserves the right to modify the Vendor Agreement and program elements at its sole discretion. This review may include changes to some or all program elements up to and including the cancellation of the Vendor Agreement. SnowBear® also reserves the right to review and to deny portions or any purchase orders from a non-compliant Distribution Partner.

Re-Distributors/Retailers

This MAP Policy has been established by SnowBear® to help ensure the legacy and integrity of SnowBear® as a leading manufacturer of high quality snow plow and accessory products, and to protect the reputation of its name and products. The MAP policy is also designed to ensure Authorized Distribution Partners have the incentive to invest into services for SnowBear® customers.