



Authorized Reseller Application

Thank you for doing business with one of our trusted distributors and for your interest in becoming a Cedar Authorized Reseller. Please fill in the blue sections and the additional Store Locations if applicable

Please complete this application and email a signed PDF (or digitally signed) copy to: resellerapp@cedarelectronics.com

Company Name:
Physical Address:
City: State: Zip Code:

Mark yes if the billing address is the same as physical address, if not please include billing address

Billing Address:
City: State: Zip Code:
Federal Tax ID #:

Contact Name: Title:
E-mail Address:
Phone: Fax:

1. Please mark with an "X" next to the Top 2 Cedar product lines as it relates to your business.

Professional Drivers Car Marine Outdoor Retail E-Commerce Other

2. Please list all other company names under which you sell or operate:

Name(s):
Name(s):
Name(s):

3. Please list all other store locations on the second tab of this spreadsheet: Below (Additional Store Locations)

4. Do you plan to sell Cedar Brands products via a Brick & mortar retail store or Internet store?

If you plan on selling via the Internet, please list all e-commerce websites for which you are asking for approval:

URL(s):
URL(s):
URL(s):

5. Please list all Distributor that you purchase Cedar Brands products from:

Name(s): Account #:
Name(s): Account #:
Name(s): Account #:

6. Please list all Marketplaces (i.e. Amazon, eBay, NewEgg, Rakuten, Sears.com, etc) that you currently sell products on:

Name(s):

7. Have you read and are aware of the Cedar Electronics MAP?

Cedar Electronics Minimum Advertised Pricing Policy (MAP Policy) is attached

Yes

8. Confirm you understand that Cedar Electronics does not authorize dealers or resellers to sell on 3rd party marketplaces or Internet auctions?

Cedar Electronics Minimum Advertised Pricing Policy (MAP Policy) is attached

Yes

By submitting this application, you certify that you have read and understand the Cedar Electronics Retailer Policy and that the information supplied in this application is true and correct. The parties agree to accept a digital image of this signed document as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. The signature of the Applicant may also appear digitally and is the legally binding equivalent of a traditional handwritten signature.

Signature of Applicant (email is considered electronic signature)

Date

Additional Store Locations

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

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Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

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Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		



A CEDAR ELECTRONICS COMPANY

**CEDAR ELECTRONICS MINIMUM ADVERTISED PRICING (MAP) POLICY
FOR RETAILERS AND SELLERS
Effective June 1st, 2017**

PURPOSE

Cedar Electronics Holdings Corp. and its independent subsidiaries Escort, Inc., Beltronics USA Inc., and Cobra Electronics Corporation (collectively, "Cedar Electronics") have unilaterally determined that their interest and the interests of its distributors, retailers and sellers are best served through the adoption of this Minimum Advertised Price Policy (the "Policy") applicable to all retailers and sellers of any of the Cedar family of brands.

TRADEMARKS AND REGISTRATIONS

The purpose of the Policy is to maintain the outstanding reputation of the ESCORT®, BELTRONICS®, WASPcam® and COBRA® brands and to protect Cedar Electronics' investment in developing and offering top of the line consumer electronics products under these brands. Cedar Electronics and its independent subsidiaries maintain ownership of all brands, trademarks, logos, images, registrations and all other intellectual property and proprietary information for all Cedar Electronics products.

COMMUNICATION OF POLICY

All authorized distributors of Cedar Electronics shall be responsible for delivering a copy of this Policy to each and every authorized retailer or seller of Cedar products.

GENERAL GUIDELINES

This Policy applies only to advertised prices of Cedar products, not the price at which Cedar products are actually sold or offered for sale to an individual in-store or upon the customer's initiation of a catalog, telephone or online transaction.

Authorized Accounts may NOT advertise any Products on any third party Internet web site, (e.g. eBay, Amazon.com, NewEgg.com, Best Buy.com, Walmart.com, Jet.com, Rakuten.com/Buy.com, etc.) including any related sites owned and operated by such Authorized Account without the written approval of Cedar Electronics. Specifically, an Authorized Account's advertising and/or selling of any Product on an Unauthorized Website is strictly prohibited and shall be cause for immediate termination of the Authorized Account as an authorized Product reseller. For avoidance of doubt this paragraph will not apply if individual consumers re-sell Products bought at retail pricing.

If and to the extent that an Authorized Account maintains a website under its own control for purposes of promoting and/or selling the Products to end users, such website (i) will not be hosted at a domain that contains any trademark owned by the Cedar Electronics; (ii) will use images and descriptions of the Products that are either (1) supplied by the Company, or (2) meet standards of quality no less than the photographs and content used by the Company on its own website(s); and (iii) will present the Products as outlined by the available brand standards

Retailers and sellers are free to decide to advertise and/or sell Cedar products at any price they choose, without consulting or notifying Cedar Electronics. Likewise, Cedar Electronics is free to determine, in its sole discretion, which retailers and sellers to appoint as authorized retailers and sellers of Cedar products eligible to receive promotional assistance, new product offerings, incentive programs, preferred purchasing and credit terms, and the like.

Cedar Electronics will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any retailer or seller. Cedar Electronics does not solicit and will



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not accept any assurance of compliance with this Policy, and nothing in this Policy or in any other contract or agreement constitutes an agreement between Cedar Electronics and the retailer or seller that the retailer/seller will comply with this Policy.

POLICY COVERAGE

For purposes of this Policy “advertising” includes, but is not limited to, mailings, catalogs, flyers, posters, coupons, mailers, inserts, newspapers, magazines, mail order catalogs, television, radio, public signage, displays at consumer exhibitions and shows, and any and all digital advertising media (including, without limitation, social media posts and search engine advertising).

Website features such as “click for price,” automated pricing emails, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar website features are considered to be communications initiated by the retailer or seller and thereby constitute “advertising” under this Policy.

Point-of-purchase displays in physical retail store locations and electronic mail sent in direct response to a consumer inquiry do not constitute advertising under this Policy.

POLICY VIOLATIONS

Any advertisement below the then-in-effect minimum advertised price for an applicable product is a violation of this Policy.

Direct or indirect attempts to circumvent this Policy will be considered a violation. Such attempts may include, but are not limited to:

- Rebates, volume incentives or other discounting (other than as may be offered by Cedar Electronics from time to time)
- Gifts, premiums or services associated with other products or services
- Bundling of Cedar products with other products or services
- Other promotional activities designed to advertise a lower price than the minimum advertised price

The offering of any promotional program which Cedar Electronics offers direct to consumers is not a violation of this Policy; provided, however, that the program offers terms substantially equivalent to and is offered in a time period consistent with Cedar Electronics’ program. All costs associated with offering such a promotional program are the responsibility of the retailer or seller.

It is not a violation of this policy to offer free shipping on Cedar products; provided, however, that free shipping is offered on all products (or on all products priced at or above a certain price point) sold by the retailer or seller. All costs associated with the free shipping offer are the responsibility of the retailer or seller.

It is not a violation of this policy to advertise generally that the retailer or seller offers “the lowest price” on Cedar products or that the retailer/seller will match competitors’ prices; provided, however, that all such advertisements otherwise comply with this Policy.

POLICY ENFORCEMENT

If Cedar Electronics reasonably believes that a retailer/seller has violated this Policy, Cedar Electronics reserves the right, in its sole discretion, to cancel pending orders, restrict or refuse future orders,



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modify or revoke credit or payment terms, suspend a retailer's or seller's account, or take such other action Cedar Electronics, in its sole discretion, deems necessary.

The violation of this Policy at any one store location or associated website by a retailer or seller will be considered a violation by the retailer/seller with respect to all its store locations or websites.

This Policy will be enforced by Cedar Electronics in its sole discretion without any advance notice to the retailer or seller against whom the Policy is enforced.

POLICY MODIFICATIONS

Cedar Electronics reserves the right at any time, in its sole discretion, to modify, suspend, or discontinue this Policy, in whole or in part, or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable.

CEDAR ELECTRONICS' AND ITS INDEPENDENT SUBSIDIARIES' SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY.

Cedar Electronics may designate close-out or discontinued models of Cedar products for exclusion from this Policy.

Any policy modifications shall be made available to all authorized retailers and sellers by the Authorized Cedar Distributor or directly from Cedar Electronics via **[DocuSign]** and shall take immediate effect upon distribution.

CONTACT INFORMATION

All questions or comments regarding this Minimum Advertised Price Policy should be directed to the policy administrator, Marianne Miller, at mmiller@cedarelectronics.com or (773) 804 - 6230. The policy administrator(s) shall be solely responsible for determining whether a violation of the Policy has occurred, communicating decisions to retailers and sellers regarding the Policy, and receiving any communication regarding sanctions imposed under this Policy.