



**Sainty International, LLC**

## Minimum Advertised Pricing Policy/Agreement

Effective May 31, 2016, an e-Commerce Minimum Advertised Price (MAP) on all Sainty International, LLC products will be in effect. International accounts must reflect pricing as translated into their local currency.

Sainty International, LLC has been building a brand of strong recognition and a high perceived value since 2011. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the Sainty International brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if Sainty International, LLC agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any Sainty International product shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Sainty International price sheet. MAP pricing is established by Sainty and may be adjusted by Sainty International at its sole discretion.
- 2) The MAP for all Sainty International products shall be no more than the MSRP provided in the Sainty International Price Sheet.
- 3) The MAP policy applies to all advertisements of Sainty International products in any and all media, including, but not limited to, e-Commerce website, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- 4) The MAP policy is not applicable to: 1) any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store. 2) Any email newsletters sent to your customer database.



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- 5) The inclusion in advertising of free or discounted products (whether made by Sainty International, LLC 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.
- 6) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 7) 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 Authorized Reseller, Retailer, Dealer's, retail location or over the telephone.
- 8) MAP does not establish maximum advertised prices. All Authorized Reseller, Retailer, Dealer's e-Commerce and sales representatives may offer Sainty International, LLC products at any price in excess of the MAP.
- 9) Sainty International, LLC MAP policy does not in any way limit the ability of any Authorized Reseller, Retailer, Dealer's, e-Commerce and sales representatives 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.
- 10) Authorized Reseller, Retailer, Dealer's, e-Commerce agrees to hold all trademarks and copyrights of Sainty International, LLC as the property of Sainty International, LLC and use advertising materials provided by Sainty International, LLC in an authorized manner only.
- 11) Intentional or repeated failure to abide by this policy will result in termination of Authorized Reseller, Retailer, Dealer's, e-Commerce agreements. Sainty International, LLC does not intend to do business with e-Commerce companies who degrade the image of Sainty International, LLC and its products. It is Sainty International's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.



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- 12) Auction Web Sites Policy:
- “Buy it Now” options must be listed at a price equal to MAP or greater.
  - For auctions the reserve and/or opening bids must start at MAP without a “Buy it Now” option.
  - Best Offer Auctions Are Not Allowed
- 13) Negotiated Contracts: From time to time it may be explicitly approved by Sainty International, LLC in writing to sell certain Sainty International, LLC products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Sainty International, LLC.
- 14) Sainty International, LLC may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. Sainty International, LLC will send out a notice in advance with details of the special.
- 15) Sales representatives of Sainty International, LLC products will supply a copy of the Sainty International, LLC MAP policy to any new or existing e-Commerce, reseller to be filled out, acknowledged and returned to Sainty International, LLC. This form shall be signed and returned to Sainty International, LLC and in doing so, will bind the Authorized Reseller, Retailer, Dealer’s, e-Commerce to abide by the MAP and reseller requirements spelled out in this document.

## MAP Agreement Confirmation

This MAP policy has been established by Sainty International, LLC to help ensure the legacy of Sainty International, LLC as a top producer of specialty tool boxes, mail boxes, thermometers, metal signs, patio coolers, tackle boxes and other accessories and to protect the reputation of its name and products. The MAP policy is also designed to ensure e-Commerce, Retailers, dealers and sales representatives have the incentive to invest resources into services for Sainty International, LLC 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.



**Sainty International, LLC**

Agreed to by:

Company name:

\_\_\_\_\_

Authorized by: \_\_\_\_\_  
Print Name

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

Date signed: \_\_\_\_\_

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

City/State/Postal Code: \_\_\_\_\_

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

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

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

**See MAP Price List Attached**

**IMPORTANT:** As of May 31, 2016, no shipments will be made to any Authorized Reseller, Retailer, Dealer's, e-Commerce customer without having completed this form and returning it to Sainty International, LLC.