

# Minimum Advertised Pricing (MAP) Policy

January 1, 2020 through December 31, 2020



Gamber-Johnson (Gamber) prides itself in offering high value products designed and manufactured to provide unsurpassed reliability and durability. In order to preserve this reputation and to encourage reseller partners to offer strong pre- and post-sale support and services, and to further enhance the Gamber-Johnson brand image and its competitiveness in the marketplace, Gamber is unilaterally instituting a policy of minimum advertised pricing (MAP). This Minimum Advertised Pricing Policy ("MAP Policy") is effective January 1, 2020 and applies to all resellers, including catalog and internet retailers (collectively, "Resellers"), who resell Gamber products to end users located in the United States and Canada.

Gamber greatly values its relationship with its Resellers and appreciates their efforts to sell distribute Gamber-Johnson products and support our mutual customers. Through marketing funds, published sales materials (catalogs, product sheets, website, etc.) provided at little or no cost, and direct sales support, Gamber actively encourages and supports the advertising and promotion of its products by its Resellers. This MAP Policy is adopted for the benefit of all Resellers and will be uniformly enforced.

The MAP Policy is unilateral and does not constitute an agreement between Gamber and the Reseller.

## THIS MAP POLICY WILL APPLY UNDER THE FOLLOWING GUIDELINES:

1. Gamber will, unilaterally, from time to time, publish Price Lists indicating its Manufacturer's Suggested Retail Prices ("MSRP"), which may be amended or adjusted by Gamber at any time at its sole discretion. The Price Lists will identify the effective date, the products and the manufacturer's suggested retail price ("MRSP") and MAP for those products. Each advertisement of a product, as identified in the Price Lists, below the listed MAP will be a violation of this MAP Policy. Gamber products not specifically identified in the Price Lists in effect at the time are not subject to this MAP Policy.
2. The MAP Policy does not apply to close out, discontinued, or non-current products.
3. This MAP Policy applies to all advertisements of Gamber products listed on the Price Lists in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s). The MAP Policy also does not apply to prices shown on Internet "checkout" pages where the customer makes final purchases. Such website features as "Click for price", automated "bounce – back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to 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. This MAP Policy also applies to any activity which:
  - a. If a reseller with multiple store locations violates this MAP Policy at any particular store location, then Gamber-Johnson will consider this to be a violation by all of the reseller's locations.
  - b. The terms of this MAP Policy are confidential and should not be disclosed to other parties.
- c. This MAP Policy is subject to change from time to time. For the most current version of the MAP Policy, refer to the Gamber-Johnson website, [www.gamberjohnson.com](http://www.gamberjohnson.com). From time to time, Gamber-Johnson may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Gamber-Johnson reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
4. Advertising of free or discounted products or "bundles" (whether made by Gamber or another manufacturer) with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the covered Gamber product more than 30% below the MSRP.
5. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is a violation of the MAP Policy.
6. This MAP Policy applies only to advertised prices and does not apply to the price at which Gamber products are actually sold or offered for sale to an individual consumer within Resellers' retail location, in-person, over the telephone or in response to a bid or request for quotation. Resellers remain free to sell these products at any prices they choose under these circumstances.
7. Internet auctions may not display or have reserved bid or other acceptable prices more than 30% below the MSRP.
8. Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to cart for price", "call for price" or phrases of similar import are acceptable as long as the price advertised or listed for the products is not more than 30% below the MSRP. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers" or free freight, do not violate this MAP Policy.
9. This MAP Policy is solely within Gamber's discretion and authority acting through the duly authorized managers of Gamber. No employee or sales representative of Gamber has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. All questions about this MAP Policy should be in writing and directed via e-mail to [sales@gamberjohnson.com](mailto:sales@gamberjohnson.com) or U.S. Mail to MAP Policy Administrator, Gamber-Johnson, LLC, 3001 Borham Avenue, Stevens Point, Wisconsin 54481 USA. Responses will be made only in writing. No verbal communications about this MAP Policy are authorized. Gamber Executive Management shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by Gamber under this MAP Policy shall be without liability to Gamber.

10. From time to time, Gamber may choose to offer special promotions on certain products. In such an event, it reserves the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. Gamber further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.
11. Intentional and/or repeated failure to abide by this MAP Policy may result in sanctions unilaterally imposed by Gamber. The level of sanctions will be determined by Gamber in its sole discretion and may include loss of discount level(s), marketing funds or up to indefinite termination of the right to resell Gamber products. Gamber does not intend to do business with Resellers who degrade the image of Gamber and its products. Gamber need not provide prior notice or issue warnings before taking any action under this MAP Policy.

*This MAP Policy has been unilaterally established by Gamber to protect the reputation of Gamber-Johnson as a brand and its products. This MAP Policy is also designed to ensure that Resellers have the incentive to invest resources into support and services for Gamber customers.*

#### **FAQs:**

##### **Q – Are prices shown on a Reseller’s website considered advertising?**

**A –** Yes. Those prices which appear on the main website pages or product pages are considered advertised pricing. Discounted prices show on a “checkout” page or online quote page are exempt from the policy.

##### **Q – Does this MAP Policy require a Reseller to sell at the MAP or above?**

**A –** No. The Reseller establishes the final price to the customer. The Policy is limited to the publication of advertised pricing only.

##### **Q – Is the MSRP an upper limit on the price a Reseller can offer?**

**A –** No. The Reseller is free to establish any advertised price it chooses as long as it is above the MAP.

##### **Q – Can a Gamber Regional Sales Manager or Inside Sales Representative or other Gamber personnel authorize a waiver or exception to the MAP Policy?**

**A –** No. Only the published MAP Policy reflects the official policy which will be uniformly applied to all Resellers in the US and Canada.

##### **Q – Where does a Reseller find the MSRP for Gamber products?**

**A –** MSRP Price Lists are published from time to time and can be found on the Gamber website Reseller Gateway and are also available from Gamber sales personnel. The Price Lists are also sent to the Resellers periodically as changes are made or new pricing is established. Please see the website or contact your sales representative to ensure you have the latest Price Lists. List prices can also be found on the product pages on the main Gamber website, [www.gamberjohnson.com](http://www.gamberjohnson.com).

*Gamber-Johnson 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.*