

MAP policy

MINIMUM ADVERTISED PRICE POLICY

Ivent LLC (“Skull Hooker”) has unilaterally adopted a minimum advertised price policy (the “MAP Policy”) applicable to all Skull Hooker approved dealers and distributors and to any non-approved dealers to whom the approved dealers or distributors sell or otherwise transfer products (collectively, the “Resellers”). This MAP Policy is effective January 1, 2018, and it applies to Skull Hooker products marketed and sold under the name Skull Hooker and Skull Hooker products. Attached as Exhibit 1 is a list of the products subject to this MAP Policy (the “Products”). This MAP Policy is being implemented to help insure the long-term viability of Skull Hooker and its brands, the innovation of Skull Hooker’s products, and to protect the investment of the Resellers that provide valuable sales and product assistance and support to their customers.

1. Skull Hooker may from time to time unilaterally adjust the attached minimum advertised pricing (“MAP”) for the Products at its sole discretion. Updates will include the effective dates, model numbers, and MAP. Updates will be available on the MAP section of the www.Skull Hooker.com web page.
2. The Resellers are free to advertise, promote or sell the Products at any price they choose in their discretion. Pursuant to this MAP Policy, Resellers may not advertise or otherwise promote the Products using the Internet or other media at a net price less than MAP and may not sell the Products to any other person or entity which advertises or otherwise promotes the Products using the Internet or other media at a net price less than MAP. This MAP Policy applies to all advertisements of the Products in any and all media, including, but not limited to, the Internet, flyers, posters, coupons, mailers, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, other electronic media, television, radio and public signage. This MAP Policy, however, is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s). At Skull Hooker’s discretion, Skull Hooker may authorize MAP Holidays and will notify dealers in advance of these special promotions or sales.
3. The “net price” shall mean the published or advertised price that the Reseller makes the Products available to its customers taking into account all discounts, deductions, rebates, allowances, credits, charges, trade-ins, the separate price of products bundled with the Products by the Reseller, coupons, premiums, promotions, free goods and services and gifts offered with the Products.
4. Pricing listed on any 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 bound by this MAP Policy. Statements such as “add to basket to see price,” “call for price,” or “we will match any price” are acceptable as long as the price advertised is not below the MAP listed for the items on the previous page.

5. This MAP Policy applies only to advertised prices and not to the actual prices at which the Products are sold. This MAP Policy is not intended to be, nor shall it be construed to be, an agreement as to the minimum prices at which Resellers will sell the Products. Each Reseller must determine at its sole discretion the price at which it sells the Products.

6. In the event that Skull Hooker determines a Reseller has violated this MAP Policy regarding the Products, corrective action will be unilaterally imposed. Such corrective action may include, among other things, suspension or termination of the sales of the MAP Policy Products by the violating Reseller. Skull Hooker may also cancel all orders and refuse to accept any new orders from any Reseller that violates this MAP Policy.

7. Distributors of the Products will supply a copy of this MAP Policy to any new or existing Reseller for their records and/or make this policy available to them via a website location with other Manufacturers' MAP policies.

8. Any questions regarding this MAP Policy should be emailed to admin@skullhooker.com

Retailer Name(s):

Retailer Signature:

Date:
