



Anden MAP Policy

Anden is implementing a Minimum Advertised Pricing (MAP) Policy (the “Policy”) for selected ANDEN products (“MAP Products”) which we believe is required for our resellers to remain competitive in the marketplace and generate sufficient margins to support our brand. ANDEN firmly believes that this MAP Policy will maximize new product introduction success and overall competitiveness throughout the various sales channels.

The list of MAP Products is attached. Please see below for the terms of the ANDEN MAP Policy for the United States:

- ANDEN products may not be sold or offered for sale on any third-party website or marketplace without the prior written approval of ANDEN. A “third-party internet website or marketplace” is any website that is not owned and controlled by ANDEN or an authorized ANDEN distributor or dealer, and which provides a virtual “storefront”, auction process or any other sales opportunity (e.g. consignment) under the name or brand of a third party or co-branded with a third party (including by way of example Amazon.com, eBay, Jet.com, Walmart.com).
- Sales to any internet reseller that sells, or intends to sell, ANDEN products on any third-party website or marketplace are strictly prohibited. To assist dealers/distributors in complying with this requirement, ANDEN may from time-to-time issue a list of known resellers to whom sales are prohibited. Note, however, that consulting any such list does not end or limit a dealer’s/distributor’s obligations in identifying prohibited resellers prior to the sale. Resellers aware of ANDEN’s policy will likely be creative in their attempts to get the products they want, so review of a prohibited resellers list is only one step that should be taken to ensure compliance with this Policy. Any such list is intended by ANDEN to be used by dealers as a reference tool only and does not prevent the dealer from being found in violation of the Policy.
- All resellers who wish to sell MAP Products will be required to comply with the MAP Policy.
- Compliance with this MAP Policy means that MAP Products may not be advertised at a price below the MAP established by ANDEN.
- The MAP Policy applies only to the advertising of new products. Products returned by customers that can no longer be sold as “new” and are clearly marked as such (e.g., “open box”, “refurbished”, etc.) are not subject to the MAP Policy.
- The MAP Policy applies to all advertisements of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers,



magazines, catalog, mail order, internet/e-commerce or similar electronic media including websites, email newsletters, email solicitations, television, radio and public signage. It does not apply to in-store (brick and mortar) advertising. It does not apply to pricing displayed only on non-public, i.e.g. password-protected, sites.

- 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 the shopping cart or order), the price becomes the selling price and is not bound by the MAP Policy.
- Website features such as 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 constitute “advertising” under this MAP Policy. Any prices shown in such features must comply with the MAP Policy.
- Certain common internet marketing practices are NOT acceptable under this Policy. For example, statements such as “Discounted prices”, “XX% off” or “\$XX off,” “On Sale” or MAP prices with a strikethrough are not permitted.
- The following practices may be permitted, however. For example:
 - 1) Statements such as “add to basket to see price”, “we will match any price”, “call for price” or phrases of similar import are acceptable as long as the price advertised or listed for the products is not below the MAP Price.
 - 2) Discounts applied at checkout to the entire order based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”, do not violate our MAP Policy.
 - 3) Other promotions or incentives that are permissible include:
 - Free shipping,
 - Store-wide discounts on all store or site items or “all on sale” promotions, so long as such promotions are for a limited time (e.g. Black Friday, Cyber Monday, anniversary sale, etc.) and ANDEN products are not separately identified.
 - 4) It is permissible to include in any advertising an additional discount, coupon, gift card, or incentive (whether in the form of a product, special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction unless the cumulative effect would be to reduce the advertised price of any MAP Product below the MAP price. For example, offering a free or discounted product with the purchase of another product at regular price (so-called “Buy One Get One



or “BOGO” type sales) are permitted so long as (a) the free or discounted product is not a MAP Product and (b) the total advertised price for all of the products included in the promotion is not lower than the combined MAP price of those products.

- 5) The purpose of the MAP Policy is to protect the valuable nature and good will that have been built in the ANDEN trademarks from practices that may harm, diminish, dilute or cause confusion. ANDEN adopted this MAP Policy, to protect ANDEN’s premium brand positioning in the marketplace to ensure that all of our resellers remain competitive in the marketplace and generate sufficient margins to support our brand, to maximize new product introduction success and to foster overall competitiveness throughout the various sales channels. If you have questions about a particular practice not addressed above, you should first ask yourself if the practice is consistent with this purpose. If it is not, or if you are not sure, then the practice is probably not permitted. However, you are always welcome to ask for review of any proposed advertisement as noted below.
- If a MAP Product is advertised below the MAP, ANDEN will adhere to a “3-strikes” policy:
 - 1) **1st violation:** Upon learning of the violation ANDEN will notify the reseller in violation of the Policy who shall be required to correct the below MAP advertised price(s) within 24 hours of written notification. If the violation is not corrected to ANDEN’s satisfaction within 24 hours, ANDEN may, in its sole discretion, impose penalties including suspending shipment to the reseller of the applicable SKUs until the violation is corrected.
 - 2) **2nd violation:** Upon learning of a 2nd violation by the reseller involving the same product, ANDEN may, in its sole discretion, impose penalties including suspending shipments and refusing to accept further orders for the applicable SKUs. Thirty (30) days after the violation has been corrected to ANDEN’s satisfaction, shipments and order acceptance can recommence.
 - 3) **3rd violation:** Upon learning of a 3rd violation by the reseller involving the same product, ANDEN may, in its sole discretion, impose penalties including suspending shipments and refusing to accept further orders for the applicable SKUs. One-hundred and eighty (180) days after the violation has been corrected to ANDEN’s satisfaction, shipments and order acceptance can recommence.
 - MAP Policy compliance will be monitored by ANDEN and the Policy enforced strictly and uniformly.
 - The MAP Policy will operate independently of any other program.



- The MAP Policy applies only to advertised pricing. It does not apply to actual sale price. ANDEN resellers remain solely responsible for setting the price at which they sell all products.
- ANDEN will inform resellers if and when a MAP expires for any MAP Product. Expiration will remove all MAP requirements for the specified product(s).
- ANDEN reserves the right to modify the MAP Policy, list of MAP Products and/or MAP prices at any time and for any reason and will inform our resellers in writing of any such changes at least 72 hours before the change is effective.
- To ensure compliance with this policy, ANDEN reserves the right to audit all electronic and paper distributor and dealer records as appropriate. Distributors or dealers that are audited will be responsible for providing ANDEN with satisfactory evidence substantiating compliance with this Policy, including but not limited to the invoice, customer contact information, dealer shipping documents and such other documentation as is necessary to show that the requirements in this policy have been met. If a cooperating distributor or dealer is unable to provide the documentation requested, the sale may be deemed a third-party Internet sale in violation of this policy. Refusal to cooperate with an audit under this paragraph may result in termination of the dealer's/distributor's ability to purchase ANDEN products.

All questions about the policy should be in writing and directed to sales@anden.com

No ANDEN representative or employee has authority to modify or alter this Policy. If a reseller learns of any modification or alteration of the Policy or an attempt to do so, the reseller should immediately notify ABC at the address provided above.