



## California LightWorks

7949 Deering Avenue,  
Canoga Park, CA 91304  
Phone: (800) 575-3475  
Fax: (818) 592-6078

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### Minimum Advertised Price (MAP) Policy & Agreement

To Our Valued Retailers,

In order to maintain the integrity of the California LightWorks (CLW) SolarSystem® and SolarXtreme® brands, we have established a Minimum Advertised Price (MAP) Policy for resellers of CLW products. This policy has been established to protect and support all resellers, as well as consumers of CLW products. The intention is not to interfere with the businesses of our resellers, but rather to enable them to have sustainable business practices by allowing for a reasonable profit margin.

CLW MAP Prices are as follows:

MODEL	DESCRIPTION	MAP
SS 1100	SOLARSYSTEM 1100	\$1,274.00
SS 1100 UVB	SOLARSYSTEM 1100 UVB	\$1,474.00
SS 550	SOLARSYSTEM 550	\$639.00
SS 550 UVB	SOLARSYSTEM 550 UVB	\$839.00
SS 275	SOLARSYSTEM 275	\$389.00
SS UVB	SOLARSYSTEM UVB	\$115.00
SS UVB BULB	SOLARSYSTEM UVB BULB	\$62.00
SS UVB KIT	SOLARSYSTEM UVB KIT	\$210.00
UVB BRACKETS	UVB BRACKETS	\$21.00
SS CNTRL	SOLARSYSTEM CONTROLLER	\$189.00

  

SX 1000	SOLARXTREME 1000	\$799.00
SX 1000 UVB	SOLARXTREME 1000 UVB	\$999.00
SX 500	SOLARXTREME 500	\$399.00
SX 500 UVB	SOLARXTREME 500 UVB	\$599.00
SX 250	SOLARXTREME 250	\$229.00

We now require that all new retailers read and sign the following agreement:

- Resellers of a CLW products may not advertise a price lower than the Minimum Advertised Price for that product.
- Prices below the MAP cannot be advertised in any medium, including print, internet, radio, television, etc.
- Temporary sales, discounts, and promotions that effectively lower the retail price of the product below MAP are impossible to enforce, and therefore acceptable.

However, these discounts must not be applied directly to the advertised price; the advertised price cannot be below the MAP.

- **Coupons** displayed on site, third party websites or in ad copies, are permitted as long as the coupon value does not exceed 5% Off the MAP price of said product(s). This is applicable only to coupons specific to CLW products.
  - For online sales, MAP applies to the price customer sees prior to adding the product(s) to their shopping cart. Once product(s) enters a customer's shopping cart, the discounted price after application of coupon (if any is used) may be displayed in the shopping cart, along with any savings message chosen to be displayed by the merchant.
  - Store-wide or category-wide coupons that are not specific to CLW products are permitted for any discount percentage.
  - Coupon Code text or images for any promotions not specific to CLW may not include CLW brand names or product images.
- CLW will hold distributors, and resellers who sell to other resellers, responsible for the MAP policy compliance of their customers and any business entities whom they are supplying.
- CLW reserves the right not to sell to any reseller found to be in violation of this policy and/or the wholesale terms and conditions. However, CLW will not be held responsible for enforcement of this policy or lack thereof. CLW will act accordingly when deemed necessary and when legal.

Reseller agrees to hold all trademarks of CLW as the property of CLW.

All notices, requests, demands, consents and communications necessary or required under this Agreement shall be delivered in writing to:

California LightWorks  
Attn: George Mekhtarian  
7949 Deering Ave  
Canoga Park, CA 91304

### **MAP Enforcement Policy**

When necessary and legal, CLW will take the following steps to enforce its MAP policy:

- The first time CLW finds a reseller to be in violation of the MAP policy, CLW will send a warning message to the reseller notifying them of the MAP policy violation(s). The reseller is required to remedy the situation by increasing all infringing prices to be at or above the MAP within one week (five business days) of the first warning message.

- If the reseller does not contact CLW once prices are in compliance, or if the reseller is found to be in continued violation of the MAP policy in excess of one week (five business days) after the first warning message is sent, CLW will immediately place the account on a six month shipping hold and all pending purchase orders/backorders will be cancelled.
- CLW will continue to monitor online prices for the duration of the shipping hold. The reseller must remain in compliance with the MAP policy throughout this entire period in order to resume business at the end of six months.

By signing below, the retailer understands and agrees to the above terms and conditions.

Authorized Reseller Information:

Legal Business Name: \_\_\_\_\_

Website(s) – list all that apply: \_\_\_\_\_

\_\_\_\_\_

Complete Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Key Contact: \_\_\_\_\_

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

Authorized Reseller Signature: \_\_\_\_\_

Name/Title or Position: \_\_\_\_\_

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

For more information about MAP policies, please refer to the following web pages on the Federal Trade Commission's website:

[http://www.ftc.gov/bc/antitrust/manufacturer\\_requirements.shtm](http://www.ftc.gov/bc/antitrust/manufacturer_requirements.shtm)

[http://www.ftc.gov/bc/antitrust/refusal\\_to\\_supply.shtm](http://www.ftc.gov/bc/antitrust/refusal_to_supply.shtm)