



## **ReadyLIFT® Minimum Advertised Price Policy (United States Only – Effective May 15, 2017)**

ReadyLIFT® Suspension Inc. (ReadyLIFT) has unilaterally decided that its business interests are best served through the adoption of a minimum advertised price ("MAP") policy for its products. ReadyLIFT designs, manufactures and markets products under the ReadyLIFT premium brand, which identifies those products to the consuming public as having characteristics of excellence and superior quality. ReadyLIFT has invested significant resources in product innovation, development and marketing to build and maintain its reputation for high quality and to generate goodwill in all the ReadyLIFT brands. This MAP policy is designed to: (1) help ensure its products' quality, reliability, and safety; (2) support the ReadyLIFT's brand as a premium product offering; and (3) support ReadyLIFT wholesalers and retailers to provide top-level service to their customers. This MAP policy has been unilaterally developed and adopted by ReadyLIFT and will be unilaterally enforced by ReadyLIFT. The business relationship between ReadyLIFT and each of its wholesalers and retailers remains an "at will" business relationship. ReadyLIFT reserves the right to terminate such business relationships without cause and at any time.

ReadyLIFT has unilaterally determined that it will not do business with any wholesalers or retailers who violate this MAP policy.

### **INTELLECTUAL PROPERTY RIGHTS**

ReadyLIFT is the sole owner of all intellectual property rights associated with its products, including but not limited to all patents, copyrights, trademarks, trade names, brands, images, descriptions, and likenesses of its products ("Intellectual Property"). No alterations to ReadyLIFT's Intellectual Property will be allowed without prior written consent from authorized ReadyLIFT personnel. ReadyLIFT reserves the right to revoke Intellectual Property usage privileges at any time for any reason without prior notification or warning to any user.

### **ReadyLIFT ADVERTISING CONTRIBUTIONS**

To support its wholesalers and retailers, ReadyLIFT contributes the cost of all marketing materials such as catalogues, merchandising solutions, public relations, traditional and digital media investments to support its products' brand and in doing so furnishes a limited right to use ReadyLIFT Intellectual Property for the express purpose of supporting its wholesalers and retailers' advertising of all ReadyLIFT products. All advertisements using ReadyLIFT products or any ReadyLIFT Intellectual Property must fully comply with all local, state and federal laws on advertising.

### **POLICY COVERAGE**

This MAP policy applies to all ReadyLIFT products sold by its wholesalers and retailers in the United States. This MAP policy applies to the advertisement of all ReadyLIFT products in all media including, without limitation, flyers, posters, electronic media, television, radio and public signage, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, direct emails, and all "Online Advertising." Online Advertising specifically includes "shopping carts," "member prices," "logged-in" customer areas, prices shown in any online "checkout" function and any communication or display of a price accessible by a search engine, web crawler, and/or specialized shopping and pricing engines. Advertising includes any websites or other places



accessible by the internet including, without limitation, auction sites (e.g., eBay and Buy-it-Now). Advertising also includes in-store signage within a brick and mortar store.

If an image of a Product is shown in any Online Advertising, the MAP price for that Product must also be shown in that advertising. (This requirement will not apply to advertising that conveys general information about the Product or the ReadyLIFT brand for the purpose of inducing the potential customer to seek additional information about the Product or the ReadyLIFT brand and that does not solicit the purchase of the Product directly (e.g., a banner advertisement on a wholesaler's or retailer's website without a price).)

Advertising in a way that (a) suggests that the wholesaler or retailer is offering a Product at prices below MAP or (b) otherwise solicits potential customers to place the Product in another stage of an online transaction that ultimately displays a price lower than the MAP, is a violation of this Policy.

- Examples of such violations include, without limitation, "prices too low to mention," or "our manufacturer won't let us tell you the price," "click for price," "mouse over for price," a MAP strike-through (example: \$339.99), "see final price at check out," or "call for price."
- Rounding down the price to the nearest dollar, e.g., \$399, rather than \$399.99, will constitute a violation of this Policy.

From time to time, ReadyLIFT may offer special promotions on the Products. Advertising in violation of any discount program terms will also constitute a violation of this Policy.

Advertising "financing" or "free shipping" is not a violation of this Policy.

Two or more Products may be featured in the same ad, as long as the advertised prices for the Products are not below the MAP price (or, if two or more Products are advertised at a single bundled price, the combined advertised price is not below the combined MAP for the two or more Products).

A wholesaler or retailer that fulfills orders for another company that advertises Products on behalf of such entity will be in violation of this Policy, unless such wholesaler or retailer causes the unauthorized entity to discontinue the advertising that violates this Policy within forty eight (48) hours from notification by ReadyLIFT of such violation.

This MAP policy also applies to all ReadyLIFT products sold via any wholesaler or retailer website, including but not limited to an original company website and/or any and all affiliate websites where wholesalers and retailers advertise ReadyLIFT products electronically.

#### **RETAIL MINIMUM ADVERTISED PRICE POLICY**

The Retail Minimum Advertised Price ("RMAP") for all ReadyLIFT products is the MSRP price (for example: \$229.95 on P/N 66-3050) as listed on the current published ReadyLIFT retail price list.

#### **MAP POLICY NONCOMPLIANCE**

ReadyLIFT shall unilaterally determine any noncompliance of this MAP policy. ReadyLIFT will not accept any communication from any wholesalers or retailers regarding the willingness of wholesalers or retailers to bring its advertised prices into compliance with the MAP policy. In the



event a wholesaler or retailer chooses not to follow this MAP policy, ReadyLIFT will take the action listed on the **Suspension Schedule**. These actions are not debatable or appealable and will not be changed based on a wholesaler or retailer's commitment regarding future practices.

**RESALE SELLING PRICES EXCLUDED**

This MAP policy does not apply to resale selling prices. ReadyLIFT does not establish resale selling prices. Wholesalers and retailers are always free to determine their own resale selling prices.

**NO AGREEMENT IS INTENDED**

Nothing in this MAP policy is to be intended to be a contract or agreement between ReadyLIFT and any wholesaler or retailer as to the terms of this MAP Policy.

**UNILATERAL ACTION**

ReadyLIFT will not enter into any discussions with any wholesaler or retailer on any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any wholesaler or retailer. ReadyLIFT neither solicits, nor will it accept, any assurance of compliance with this MAP policy from any wholesaler or retailer. It is entirely within the discretion of the wholesaler or retailer whether to comply or not comply with this MAP Policy.

**MODIFICATIONS**

ReadyLIFT will determine the MAP prices for new Products when introduced. From time to time, ReadyLIFT may establish or change MAP prices for any Product. This Policy may be terminated or changed by ReadyLIFT at any time.



## SUSPENSION SCHEDULE

### FIRST VIOLATION

A First Violation occurs when a ReadyLIFT product is **advertised** in a way that (a) suggests that the wholesaler or retailer is offering a Product at prices **below MAP** or (b) otherwise solicits potential customers to place the Product in another stage of an online transaction that ultimately **displays a price lower than the MAP**. A First Violation will result in a notice and a **48 hour** grace period in which the wholesaler or retailer has to comply with the MAP Policy from notification by ReadyLIFT of such violation.

- A First Violation occurs when the wholesaler or retailer advertises a Product below its MAP.

### SECOND VIOLATION

A Second Violation occurs when a ReadyLIFT product is **advertised** in a way that (a) suggests that the wholesaler or retailer is offering a Product at prices **below MAP** or (b) otherwise solicits potential customers to place the Product in another stage of an online transaction that ultimately **displays a price lower than the MAP after the 48 grace period**. A Second Violation will result in a second notice and **suspension of all shipments of ReadyLIFT Products** and **suspension of the wholesaler or retailer's license to use ReadyLIFT's Intellectual Property for thirty (60) days** from notification by ReadyLIFT of the Second Violation.

- A Second Violation occurs when the wholesaler or retailer advertises a Product below its MAP directly subsequent to the commission of the First Violation, or within twelve (12) months after the wholesaler or retailer committed the First Violation.

### THIRD VIOLATION

A Third Violation will result in **termination of the wholesaler or retailer's authorization** by ReadyLIFT to market and sell the Products and **termination of the wholesaler and retailer's license to use ReadyLIFT's Intellectual Property**. The wholesaler and retailer will be placed on a do not sell, do not ship list.

- A Third Violation occurs when the wholesaler or retailer advertises a Product below MAP directly subsequent to a Second Violation or within twelve (12) months after the wholesaler or retailer has committed the Second Violation.