



## **Continental Refrigerator Minimum Advertised Price Policy (MAP Policy)**

Effective *March 31, 2015*, Continental Refrigerator will implement a **Minimum Advertised Price Policy**.

The purpose of the MAP Policy is intended to ensure that our valued reseller partners have incentives to invest the necessary resources required to effectively market and sell Continental Refrigerator products and accessories to prospective customers while striving to protect Continental Refrigerator's brand reputation of providing superior value, high quality products.

The MAP Policy applies to all levels of resellers and the complete line of Continental Refrigerator products and accessories.

Resellers may advertise prices equal to or greater than the MAP for Continental Refrigerator products and accessories sold as "new". Continental Refrigerator defines "new" products and accessories as those sold by Continental Refrigerator or one of its authorized resellers without prior service use by any foodservice operator, or any product and accessory sold by a reseller when covered by Continental Refrigerator's original warranty.

With this MAP Policy, a Continental Refrigerator product or accessory may not directly, indirectly, or implicitly be advertised below the minimum advertised price Continental Refrigerator has implemented for its products and accessories. The minimum advertised price at which a reseller may advertise any product and accessory is Continental Refrigerator's then current published list price for the product (and accessory), multiplied by .4275. For example, if Continental Refrigerator's then list price on a product is \$5,050.00, the MAP price for that product would be \$2,158.88.

This MAP Policy does not refer to or restrict the price at which a reseller actually sells our products and accessories. Resellers are at liberty to sell Continental Refrigerator at whatever price they opt.

This MAP Policy refers to the lowest price that a reseller may advertise in any form, including but not limited to Internet advertising including prices shown in "banner ads", in "shopping carts" or on "check out" pages, print including direct mailing, catalogs and magazines, radio, email advertising including group or "broadcast" email, group or broadcast fax, text messages, auction sites including Internet addresses, promotional coupons of any kind and all other forms of pricing advertisements.

No advertisement may use terms "minimum advertised price" or "MAP" in connection with Continental Refrigerator products and accessories, or refer to the existence of a policy that prevents the reseller from advertising a lower price for the Continental Refrigerator products and accessories, or combine or bundle products and accessories to circumvent the intent of this policy. Such references are violations of the Continental Refrigerator MAP Policy.

MAP Policy does not apply to the price at which Continental Refrigerator products and accessories are actually sold or offered for sale to an individual customer within the reseller's physical retail location, email responses to a specific request for price quotation by an individual prospective customer, over the phone quotations, "used", "refurbished", "damaged" Continental Refrigerator products and accessories, as long as the advertisement clearly states the product and accessory being offered at that price falls into one of these categories.



Continental Refrigerator will monitor all resellers' compliance with this MAP Policy. The enforcement process is designed to ensure compliance with the MAP Policy. Our enforcement process allows immediate correction of errors with subsequent penalties for delays or repeated violations. Consequences are targeted at the violator, and are not intended to penalize the paying customer.

## **VIOLATIONS**

### **1st Violation:**

Continental Refrigerator will issue a warning letter to the violating reseller as well as the rep's office. The reseller will have five (5) business days to correct the violation. Once violating reseller has corrected the violation issues and notifies Continental Refrigerator in writing, an e-mail will be sent to the violating reseller as well as the rep for notification stating that we are aware the situation has been corrected and thanking them. If the violation(s) is not corrected within this period of time, a second violation will be deemed to have occurred.

### **2nd Violation:**

Continental Refrigerator will issue a violation letter to the violating reseller. The reseller will not have access to the violated Continental Refrigerator products direct through Continental Refrigerator for 60 Days. Once the reseller has corrected the violation issues and notifies Continental Refrigerator in writing, an e-mail will be sent to the reseller as well as the rep for notification stating that we are aware the situation has been corrected and thanking them for correction but also notifying of the date they can sell this (these) products again. If the reseller does not correct the violation in (5) business days from notification, a third violation will be deemed to have occurred.

### **3rd Violation:**

Continental Refrigerator will issue a violation letter to the violating reseller. The reseller will not have access to the violated Continental Refrigerator products direct through Continental Refrigerator for 90 Days. Once the reseller has corrected the violation issues and notifies Continental Refrigerator in writing, an e-mail will be sent to the reseller as well as the rep for notification stating that we are aware the situation has been corrected and thanking them for correction but also notifying of the date they can sell this (these) products again. If the reseller does not correct the violation in (5) business days from notification the authorized reseller's account will be subject to termination.

In instances of a MAP violation by a reseller who does not have an authorized relationship with Continental Refrigerator and instead purchases Continental Refrigerator products and accessories from an authorized reseller, Continental Refrigerator will pursue enforcement actions through the authorized reseller. Continental Refrigerator reserves the right to alter, modify, amend or terminate this MAP Policy.

This MAP POLICY is managed by the Continental Refrigerator MAP Policy Administrator. The administrator is solely authorized to change, interpret and enforce MAP Policy decisions. Please direct any inquiries concerning this Policy to the Continental Refrigerator MAP Policy Administrator at [MAP@NRAC.COM](mailto:MAP@NRAC.COM).