

Falcon Minimum Advertised Price Policy
Effective date: 7/1/25

Summary

Falcon has established a Minimum Advertised Price (MAP) policy that applies to all authorized dealers. This policy applies to advertised pricing by dealers, and does not restrict the sales price of any product. The MAP Policy includes specific guidelines for administration and penalties for violations

Purpose of MAP Policy

Falcon sells our products to authorized dealers at a price structure to fund the activities required in investing in the knowledge of our products and growing the competitive Falcon brand. Due to the nature and uses of our products, it is necessary for dealers and their team members invest significant time to support, specify, and sell our product. This policy applies to both online and offline prices in all forms of advertising. This would also apply to all formats requiring a “log-in,” or “add to cart” for a lower price

MAP Definition and Applications

This policy applies to all Falcon products and is determined off of the manufacturer’s published list price. This would also apply for all “new” products.

The MAP policy also does not apply to equipment in the following conditions:
Any equipment that is advertised as “USED,” “Damaged,” Scratch & Dent.” This would include product that was both sold to the Dealer not in a “NEW” condition, and product that became not new in other ways at the dealers location as well.

This MAP Policy states the lowest price that any dealer can advertise in any form a sale price outside of the dealers physical business location. The MAP policy does not apply to any in-store signage or in-store pricing displays. Any quote or direct request to an individual by a dealer is not considered advertising and MAP pricing does not apply.

Promotional pricing and Discontinued products

Falcon reserves the right to modify or suspend the MAP to specific promotional products by notifying dealers of those terms. Falcon also reserves the right to adjust MAP to any or all product at its discretion upon written notice to dealers. Falcon also may suspend MAP pricing on discontinued product at its discretion

MAP Enforcement

Falcon will monitor compliance of this policy. The enforcement process allows immediate correction of errors, with subsequent penalties for delays or repeated violations within 60 days of such violation. The consequences are targeted the violating dealer, and not the end user.

In the event a violation is determined, the following actions may be taken

1st offense: The dealer will be contacted via email and allowed 48 hours to comply with the MAP policy. If the correction is made, the violation is recorded, but no further penalties will be applied. If the violation is not corrected, the dealer will be notified for the 2nd offense.

2nd offense: The dealer will be contacted in via email and via phone and given 24 hours to correct the violation. If the correction is made, the violation is recorded, but no penalties will apply. If the violation is not corrected, then the dealer will be notified for the 3rd offense.

3rd offense: The dealer will be notified by email and phone. All shipments will be suspended until violations are resolved. All rebates earned during the calendar quarter will be forfeited in which the MAP violation occurred.

4th offense: The dealer will be notified via email. Any further violation will result in all remaining rebates forfeited and termination of the dealer.. Falcon will suspend sales to the dealer for one year from the date of the 4th violation.