



JACKSON WWS, INC. MAP POLICY

MINIMUM ADVERTISED PRICE POLICY

REVISION DATE: NOVEMBER 15, 2023

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Objective Statement

To fulfill the two-fold mission of JACKSON WWS, INC. to:

1. Support a competitive marketplace among the many JACKSON branded product RESELLERS.
2. Protect the integrity and value of JACKSON WWS, INC., its brand, products, and position in the marketplace as the leader in innovative warewashing solutions.

This MAP (Minimum Advertised Price Policy) goes into effect as of November 15, 2023.

Establishment and Changes

JACKSON WWS, INC. may modify this policy at any time. Likewise, JACKSON WWS, INC. may suspend this policy for certain promotions or time periods at its sole discretion. JACKSON WWS, INC. will notify RESELLERS at least thirty (30) days in advance of any change to the MAP and RESELLERS will be required to implement the changes by the end of such thirty (30) day period.

JACKSON WWS, INC. has established this policy unilaterally without RESELLER involvement in furtherance of its independent business strategy and reserves, at its sole discretion, the right to change, interpret, and enforce this policy. The terms herein are non-negotiable and will not be altered or suspended for any particular RESELLER(s).

Definition List

RESELLER – Any entity that purchases JACKSON branded products, regardless of the source (DIRECT SELLER, RESELLER, BROKER, etc.), with the intent to market and sell products.

DIRECT RESELLER – Any RESELLER that has a direct sell agreement with JACKSON WWS, INC. and is compensated by JACKSON WWS, INC. through rebate, commission, advertising funds, marketing funds, or any other special program that JACKSON WWS, INC. contributes to.

INDIRECT RESELLER – Any RESELLER that buys through any source but with whom there is no agreement for compensation or contribution with JACKSON WWS, INC. for rebate, commission, advertising funds, marketing funds, or any other special program

AGENT – For the purpose of this policy a JACKSON WWS, INC. authorized RESELLER and The Brand Protection Agency (BPA).

CUSTOMER – Any buyer of JACKSON branded products.

DO NOT SELL LIST – A list of entities whose authorization to buy and sell JACKSON branded products has been revoked.

ADVERTISED PRICE – The price of a JACKSON branded product or service as displayed or announced in a print, radio, television, or online advertisement to a CUSTOMER. This price is bound by the constraints/confines of this policy. For an up-to-date list of products and their Minimum Advertised Price please visit <https://www.jacksonwws.com/jackson-current-pricing-with-map>.

SELLING PRICE - The price at which a JACKSON branded product or service is sold to the CUSTOMER. This price is at the sole discretion of the RESELLER.

Policy Terms & Conditions

JACKSON WWS, INC. has established this MAP Policy with the following objectives.

1. To protect the JACKSON brand positioning in the marketplace.
2. To ensure that all RESELLERS remain competitive in the marketplace.
3. To generate sufficient margin to support our brand, to maximize new product introduction success and to foster overall competitiveness throughout the various sales channels employed by JACKSON WWS, INC.

If you have questions about a particular practice not addressed within the policy, please first ask yourself if the practice is consistent with the above objectives. If it is not, or if you are not sure, then the practice is probably not permitted. Please feel free to direct any questions about this policy to MAPADMIN@JACKSONWWS.com.

JACKSON WWS, INC. is not acting to restrict the price a registered seller can sell a product. The final sell price is at the discretion of the registered seller. JACKSON WWS, INC.'s requirement only impacts the price that a product may be advertised at.

This policy and the following selling discounts apply to all DIRECT SELLERS, RESELLERS, DIRECT RESELLERS, INDIRECT RESELLERS, retailers, and outlets both brick and mortar establishments and E-commerce organizations and all forms of advertisement as described in the Compliance & Violations section of this policy.

JACKSON Branded Warewashing Products

Sellers of JACKSON branded products will only be permitted to advertise prices equal to or greater than 59% of the current JACKSON WWS, INC. Published List Price rounded down to the nearest dollar. Advertisement requirements and restrictions are explained in the Violation Examples section of this policy.

Enforcement & Jurisdiction

JACKSON WWS, INC. will be utilizing the services of a Brand Protection Agency (BPA) that continually monitors the WEB RESELLERS to administer and enforce the MAP Policy. The determination of violations shall be made by JACKSON WWS, INC. in its sole and absolute discretion. A RESELLER engaging in practices that violate this policy and/or directly or indirectly refuse to uphold this policy could result in loss of:

- Annual, quarterly, or periodic back-end rebates in partial or in full
- Rights to use BRAND intellectual properties
- Ability to purchase JACKSON branded product(s)

All violations must be corrected within two (2) business days of notice from JACKSON WWS, INC. or Its AGENT. Any violation which is not corrected within the applicable time period shall constitute an additional, subsequent violation.

JACKSON WWS, INC. reserves the right to impose penalties. If, at its sole discretion, JACKSON WWS, INC. believes that: a RESELLER has violated the provisions of this policy; or a RESELLER has engaged in any activity that JACKSON WWS, INC. determines, at its sole discretion, is designed or intended to circumvent the intent of this policy.

1 st Violation	DIRECT RESELLER	Written notice of the violation explaining requirement to be brought into compliance within two (2) business days.
	INDIRECT RESELLER	Written notice of the violation explaining requirement to be brought into compliance within two (2) business days.
2 nd Violation	DIRECT RESELLER	Written notice of the violation explaining requirement to be brought into compliance within two (2) business days. 30-day account suspension in which the RESELLER is not authorized to purchase, sell, promote, or advertise JACKSON branded product.
	INDIRECT RESELLER	Written notice of the violation explaining requirement to be brought into compliance within two (2) business days. Added to DO NOT SELL LIST for a minimum period of 30 Days; at which time removal from DO NOT SELL LIST is subject to policy compliance.
3 rd Violation	DIRECT RESELLER	Written notice of the violation explaining requirement to be brought into compliance within two (2) business days. 90-day account suspension in which the RESELLER is not authorized to purchase, sell, promote, or advertise JACKSON branded product. In addition to account suspension loss of rebate and/or marketing fund and/or special program.
	INDIRECT RESELLER	Written notice of the violation explaining requirement to be brought into compliance within two (2) business days. Revoke RESELLER authorization and indefinite placement on DO NOT SELL LIST.

In the event a DIRECT RESELLER is found selling to a policy violating INDIRECT RESELLER penalties for violation will be levied on the DIRECT RESELLER at the sole discretion of JACKSON WWS, INC.

Compliances & Violations

This policy applies to advertised prices both online and offline and shall remain visible to the customer in all print and digital media including but not limited to: print, email, internet, direct mail, catalog, flyer, radio, fax, text, auction sites, third-party websites (Google, Yahoo, eBay, Amazon, etc.), social media and re-targeting ads where pricing is disclosed, and anything the like.

JACKSON WWS, INC. prohibits any RESELLER from directing a prospect who searches for a JACKSON branded item on a RESELLER's E-commerce site or third-party site, to any other brand either automatically or inadvertently. JACKSON WWS, INC. prohibits the use of split-screen, side-by-side advertising or pop-ups to advertise a like product of any other brand.

Violation Examples

The following, while not an exhaustive or comprehensive list, are examples of MAP violations

- No advertisement may use the terms "minimum advertised price" or "MAP" in connection with JACKSON branded products, or refer to the existence of a policy that prevents the RESELLER from advertising a lower price for JACKSON branded products, such as:
 - "Click here for lower price"
 - "See lower price in cart"
 - "Add to cart for lower price"
 - "Chat for price"
 - "Text for price"
 - "Log in for price"
 - "Email for a better price"
 - "Call for price"
 - Or any other similar language to indicate there is a price other than the price that is advertised.
- Displaying prices in advertising with any strike through or similar alteration of the MAP is a violation of this policy.
- The MAP advertised price point shall remain visible to the customer on all pages including the "shopping cart" up through the checkout page.
- Any other internet advertising such as split-screen, side by side advertising, pop up, pop under, banner, boxed, floating, sponsored, search result page, in-stream, shopping or price comparison site, onsite sponsorship, content network, third party site, and social network advertisements that implies a product is available for purchase below the minimum advertised price is a violation of this policy.

- Advertising that refers to rebates, saving, discounts, sales, promotions or dollar and /or percentage reductions in the RESELLERS price, if the rebate, savings, discount, sales, promotion or reduction would result in a sale below the MAP is a violation of this policy.
- The “shopping cart” price is considered an advertised price and is within the bounds of this MAP policy.
- The use of generic coupons or discount codes that cover all items in a RESELLERS store, as long as the coupon or discount code is not included or referred to in an advertisement that features a JACKSON branded product is compliant with this policy.
- The advertised price of a combination or package or bundle of a JACKSON branded product must be equal to or greater than the cumulative minimum advertised price of the products. In the event a JACKSON branded product is combined with a non-JACKSON branded product the bundled advertised price must be equal to or greater than the JACKSON MAP plus the advertised price of the non-JACKSON branded product. Advertising must not combine or bundle products to circumvent the intent of this policy.
- Any language communicating in any way to a site visitor that if they provide their log-in and password credentials they will be given a lower price is a violation of this policy.

Ultimately, as a registered JACKSON branded product RESELLER it is expected that business will be conducted in an ethical fashion which will not harm in any way the JACKSON brand.

MAP Exclusions

The following examples are not violations of this MAP Policy

- Value added items: Financing, free shipping/handling, installation, reward points with no associated cash value indicated near the product in print or online. The usual prices for these value-added items (except reward points) may be highlighted in a ‘save’ message but cannot be ‘netted out’ of the product price. More than one of the value-added items above may be offered at the same time on a single item.
- Refurbished/Floor Models/Scratch & Dent: Advertising “floor models” or “used”, “refurbished” or “damaged” products below the minimum advertised price, as long as the advertisement clearly states that the product being offered at that price falls into one of the aforementioned categories, and the product serial number is clearly displayed in the advertisement.

General Information

Contact

For questions, concerns, or suggestions regarding this policy please send an email to MAPADMIN@JACKSONWWS.com.

Reporting

In the event that you observe any non-compliant RESELLER advertising a JACKSON branded product at a price less than the MAP, please click [here](#) to be directed to the JACKSON WWS, INC. MAP Violation Submission Form. You can also copy and paste the following URL into your web address bar.

JACKSON WWS INC. MAP Violation Submission Form:
<https://www.jacksonwws.com/report-map-violation/>