



3760 Industrial Drive
Winston Salem, NC 27105
Toll Free: 800/551-8795

www.moffatusa.com / www.turbofanoven.com

Moffat US Minimum Advertised Price Policy

Effective October 1, 2022

Moffat US has implemented a Minimum Advertised Price ("MAP") Policy to foster more effective marketing and sales of Moffat US Equipment and Accessories, enhance the competitive position of its product line, and protect the brand image Moffat US has built in the marketplace.

**** This Policy applies to advertised prices both online and offline and shall remain visible to the customer in all print and media accessible to the public including: emails, newspapers, catalogs, magazines, flyers, brochures, television, radio ads and billboards.***

**** The "shopping cart" price is considered an advertised price and is within the bounds of this MAP policy. Posts and placements that do not advertise a price for Moffat US products are considered to be in compliance with this MAP policy.***

1. Establishment of and Changes to MAP Policy

Moffat US may modify this Policy at any time. Likewise, Moffat US may suspend this Policy for certain promotion or time periods at its sole discretion. Moffat US will notify Resellers at least thirty (30) days in advance of any change to the MAP Price, and Resellers must implement the new MAP Price by the end of such thirty (30) day period.

Moffat US is establishing this Policy unilaterally without Reseller involvement. The terms of this Policy are non-negotiable and will not be altered or suspended for any particular Reseller(s). Moffat US will not discuss any conditions or acceptance of, or related to this Policy.

2. Other Policy Terms

This Policy will be enforced by Moffat US in its sole discretion. Violations of this Policy may result in sanctions up to and including termination of our business relationship.

Authorized Moffat US distributors or Resellers are responsible for communicating the minimum advertised prices of Moffat US products, the terms of this Policy and any future modifications to their dealer customers and others who may resell Moffat US products that Moffat US has supplied to the authorized distributor.

3. Required Disclosure of all Company Names

Reseller (Internet) acknowledges full disclosure of all its corporate names and business names under its control (including DBA's) to Moffat US.



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- a. Moffat US is not acting to restrict the price a dealer can sell product. The final sell price is at the discretion of the selling party. Moffat US's requirement only impacts the price that a product may be advertised: Reseller shall be knowledgeable of Moffat US products and be able to inform customers on features and to answer operational questions.
- b. Reseller shall professionally and properly promote Moffat US products on their company website and within their showroom locations.
- c. All images of Moffat US products will properly represent the products.
- d. This MAP policy applies strictly to advertised prices.
- e. The MAP policy does not establish maximum advertised prices. All Resellers may advertise Moffat US products at any price in excess of the MAP established for each product.
- f. Minimum Advertised Prices are expressed as an actual price and not a percentage off the published list price

The minimum advertised price for all Moffat US finished goods is identified in Moffat US' price list.

This Policy is managed by the Moffat US Policy Administrator. The Administrator is the only person authorized to communicate Policy decisions on Moffat US's behalf. Any questions about this Policy should be directed only to the Moffat US Policy Administrator at map@Moffat.com

Enforcement of Policy

For Resellers purchasing from distribution, penalties will be imposed on the Distributor, who may then impose penalties on the Reseller based on their commercial agreement.

Moffat US will take the following actions, which will apply to all Resellers, should a Reseller fail to comply with this policy:

1st Violation: Moffat US will issue written communication notifying the Reseller of non-compliance. The reseller with 24 hours to correct the violation and communicate compliance to Moffat US.

2nd Violation: Moffat US will reduce the Resellers rebate and/or marketing incentive for the violation year.



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3rd Violation: Moffat US will reduce Resellers rebate and/or marketing incentive for the violation year and place Resellers account on shipping hold for 30 days.



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