



The Salvajor Company

4530 EAST 75th TERRACE / KANSAS CITY, MISSOURI 64132-2081 USA
816-363-1030 800-821-3136 / FAX 816-363-4914 800-832-9373

Dennis Easterla
National Sales Manager

INCORPORATED
1944

SALVAJOR MINIMUM ADVERTISED PRICE POLICY – U.S. ONLY

Adoption and Enforcement of MAP Policy

Salvajor has unilaterally determined that its business interests are best served through the adoption and enforcement of a minimum advertised price ("MAP") policy for its products. Salvajor designs, manufactures and markets products under the Salvajor premium brand, which identifies those products to the consuming public as having characteristics of excellence and superior quality

Salvajor has invested significant resources in product innovation, intellectual property protection, development and marketing to build and maintain its reputation for high quality products and to generate goodwill in all the Salvajor brands. This MAP policy is designed to: (1) help ensure Salvajor's product quality, reliability, and safety; (2) support the Salvajor brands as premium product offerings; and (3) support Salvajor's distribution channels and authorized dealers.

Salvajor has unilaterally developed and adopted this MAP policy and Salvajor will unilaterally enforce its policy. The business relationship between Salvajor and each of its authorized dealers remains an "at will" business relationship. Salvajor reserves the right to terminate such business relationships without cause and at any time.

Effective Date

This MAP policy is effective January 1, 2017 and supersedes all prior Salvajor MAP policies.

Intellectual Property Rights

Salvajor 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, logos, images, descriptions, and likenesses of its products ("Intellectual Property"). No alterations to Salvajor's products or its Intellectual Property will be allowed without prior written consent from Salvajor. Salvajor reserves the right to revoke Intellectual Property use privileges at any time for any reason without prior notification or warning.

Salvajor Advertising Contributions

To support its authorized dealers, Salvajor contributes the cost of 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 Salvajor Intellectual Property for the express purpose of supporting its authorized dealers' advertising of all Salvajor products. All advertisements using Salvajor products must fully comply with all local, state and federal laws on advertising.



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MAP Policy Coverage

This MAP policy applies to all Salvajor products and to all Salvajor authorized dealers in the United States. MAP applies only to advertised net minimum prices (net of all discounts of any kind) and does not apply to the price at which Salvajor products are actually sold, or to advertised prices higher than the minimum resale prices established unilaterally by Salvajor herein and thereafter, from time to time.

This MAP policy applies to the advertisement of all Salvajor products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and public signage. This MAP policy also applies to all Salvajor products sold via any authorized dealer website, including but not limited to an original company website and/or any and all affiliate websites where authorized dealers advertise Salvajor products electronically.

Minimum Advertised Prices

Salvajor Minimum Advertised Price (net of all discounts of any kind) is ***no less than 45% off the list price.***

The products and MAP pricing may be changed from time to time only by Salvajor in its sole discretion. Salvajor authorized dealers are responsible for remaining current with Salvajor's MAP policy, products and pricing.

MAP Policy Compliance

Compliance with Salvajor's MAP policy shall be determined by Salvajor in its sole discretion. Salvajor will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any authorized dealer. Salvajor may request proof of authorized dealer advertised pricing to determine compliance with this MAP policy.

Salvajor neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Salvajor will not accept any communication from an authorized dealer who has chosen not to comply with this MAP policy regarding the authorized dealer's willingness to bring its advertised prices into compliance with the MAP policy.

While authorized dealers are free to set their own advertised prices, Salvajor has unilaterally determined that it will not do business with any authorized dealer who is not in compliance with this MAP policy. In the event an authorized dealer chooses not to follow this MAP policy, Salvajor has the unilateral right to terminate, and thereby cease doing business with, that authorized dealer without notice. Authorized dealers should not discuss MAP policy compliance or non-compliance with other authorized dealers.



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MAP Policy Modifications

Salvajor reserves the unilateral right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. MAP policy modifications shall be made available on the Salvajor website, from time to time.

Unilateral Action

All terms and condition of this MAP policy, and any amendments thereto, have been and will be determined solely by Salvajor. Salvajor will not enter into any discussions with any authorized dealer concerning any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any authorized dealer. Salvajor neither solicits, nor will it accept, any assurance of compliance with this MAP policy from any authorized dealer. It is entirely within the discretion of the authorized dealer whether to comply or not comply with this MAP Policy.

Contact Information

Salvajor inside sales personnel have no authority to modify or grant exceptions to this MAP policy or to communicate with any authorized dealer regarding the terms of the MAP policy. All questions or comments regarding this MAP policy are to be directed to Dennis Easterla.