

Minimum Advertised Pricing Policy/Reseller Agreement

Effective March 1, 2019, a Minimum Advertised Price (MAP) on all Knapp Made Products, LLC products will be in effect. International accounts must reflect pricing as translated into their local currency. Update to date MAP information is available at <http://knappmade.com/map>.

Knapp Made has been building a brand of strong recognition and a high perceived value since 2011. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the Knapp Made brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if Knapp Made agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any Knapp Made product shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Knapp Made price sheet (attached). MAP pricing is established by Knapp Made and may be adjusted by Knapp Made at its sole discretion.
- 2) The MAP for all Knapp Made products shall be no more than the MSRP provided in the Knapp Made Price Sheet.
- 3) The MAP policy applies to all advertisements of Knapp Made products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- 4) The MAP policy is not applicable to: 1) Any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store. 2) Any email newsletters sent to your customer database.
- 5) The inclusion in advertising of free or discounted products with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- 6) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 7) MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within

- the dealer's retail location or over the telephone. Knapp Made dealers and sales representatives remain free to sell these products at any price they choose.
- 8) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer Knapp Made products at any price in excess of the MAP.
 - 9) Dealer agrees to hold all trademarks and copyrights of Knapp Made as the property of Knapp Made Products LLC and use advertising materials provided by Knapp Made in an authorized manner only.
 - 10) Intentional or repeated failure to abide by this policy will result in termination of partnership opportunity. Knapp Made does not intend to do business with dealers or sales representatives who degrade the image of Knapp Made and its products. It is Knapp Made's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
 - 11) Amazon and Other Auction Web Sites Policy:
 - Selling on Amazon.com or any other Auction Website is an unauthorized selling activity.
 - Due to ongoing safety and product quality concerns, we are **NOT** authorizing product sales on Amazon.com or other auction sites.
 - Selling products through a company owned e-Commerce channel is acceptable
 - 12) Negotiated Contracts: From time to time it may be explicitly approved by Knapp Made Products LLC in writing to sell certain Knapp Made products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Knapp Made Products LLC.
 - 13) Knapp Made may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates.
 - 14) Sales representatives of Knapp Made will supply a copy of the Knapp Made MAP policy to any new or existing reseller to be filled out, acknowledged and returned to Knapp Made. This form shall be signed and returned to Knapp Made and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

MAP Agreement Confirmation

This MAP policy has been established by Knapp Made Products LLC to help ensure the legacy of Knapp Made as a top manufacturer of chainmail and kitchen products and to protect the reputation of its name and products. The MAP policy is also designed to

ensure dealers and sales representatives have the incentive to invest resources into services for Knapp Made customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Agreed to by:

Company name: _____

Any and all other names by which this company operates (including names used on Amazon, eBay, and other websites):

Principal name printed: _____

Principal Signature: _____

Date signed: _____

Dealer Address: _____

Dealer City/State/Postal Code: _____

Phone: _____

Email: _____

Website URL: _____

If in agreement with this policy then please fill out the requested information and sign it. You may email this page to orders@knappmade.com.

IMPORTANT: As of January 1st 2019, shipments may not be made to any wholesaler or distributor without having completed this form and returning it to Knapp Made.