



Minimum Advertised Price (MAP) Policy & Agreement

In order to maintain the integrity of the TWP® brand, Amteco®, Inc. and Gemini Industries, Inc. (Gemini) have established a MAP Policy for retailers, distributors and resellers of TWP®. This policy has been established to preserve our strong reputation for providing high quality wood coatings throughout the United States. Amteco® and Gemini actively support all dealers, distributors and resellers of TWP®. The intention is not to interfere with the business of our resellers but rather to enable customers to have sustainable business practices by allowing for a reasonable profit margin.

MAP PRICE LIST ATTACHED

1. Retailers, distributors and resellers of a TWP® product may not advertise a price lower than the Minimum Advertised Price for that product.
2. MAP pricing may be adjusted by Amteco® and Gemini at their sole discretion upon written notice to the retailers, distributors and resellers.
3. MAP Policy applies to all advertisements of all TWP® products in any and all media including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or similar electronic media, television, radio, and public signage. The MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. 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. TWP® retailers, distributors and resellers remain free to sell these products at any price they choose.
6. Such website features as "click for price", automated "bounce-back" pricing emails, pre-formatted e-mail responses, and other similar features are considered to be communications initiated by the reseller than by the customer and constitutes "advertising" under this MAP Policy. This MAP Policy also applies to any activity which Amteco® and Gemini determine, in their sole discretion, is designed or intended to circumvent the intent of this MAP policy.
7. The MAP Policy does not apply once an item is placed in a customer's "virtual shopping cart" on an internet website as once the pricing is associated with the end customer's intent to purchase, the price is deemed the "selling price" and will fall outside the MAP policy.

8. The inclusion in advertising of free, discounted products, rebates, points, gift cards, coupon, incentives or bundling with the products covered by the MAP Policy, would violate the policy if it has the effect of discounting the advertised price of the covered products(s) below the MAP.
9. Advertisements indicating that they “have the lowest prices”; they “will meet or beat any competitors price”; that prices are “too low to show”; that consumers should “call for a price” or phrases of similar import are permitted so long as the price advertised or listed for the products is not less than MAP.
10. Permanent discounts and promotions that effectively lower the retail price below the MAP—for example, extraordinary discounts on shipping – are unacceptable. Aggregating the product price and shipping price to satisfy the MAP Policy is also unacceptable. MAP Policy applies to the advertised price of a product before shipping, handling, or additional charges are levied.
11. Amteco® and Gemini will hold retailers, distributors and resellers who sell to other resellers responsible for the MAP policy compliance of their customers and any business entities who they are supplying.
12. Amteco® and Gemini reserve the right not to sell to any reseller found to be in violation of this policy. However, Amteco® and Gemini will not be held responsible for enforcement of this policy or lack thereof. Amteco® and Gemini will act accordingly when deemed necessary. Amteco® and Gemini do not intend to do business with retailers, distributors or resellers who degrade the integrity of Amteco and Gemini and the TWP® product line.
13. MAP does not establish maximum advertised prices. All retailers, distributors and resellers may offer the specified product at any price in excess of the MAP policy.
14. If a reseller with multiple store locations violates this MAP Policy at any particular store location, then Amteco® and Gemini will consider this to be a violation by all of the reseller’s locations.
15. Under this policy any website or commercial marketplace (i.e. eBay, Amazon.com, Sears.com, NewEgg.com, Ratuken.com, Walmart.com) on which TWP® is advertised for sale, must be owned or directly controlled by the TWP® retailer, distributor or reseller. Any arrangement whereby a non-authorized third-party will conduct the Internet/marketplace sales for a retailer (fulfilled by), or distributor are prohibited without the written consent of Amteco®, and which shall be granted or denied at the sole discretion of Amteco.
16. Under this policy any website on which TWP® is advertised for sale must be owned or directly controlled by the retailer, reseller or distributor. A retailer, distributor or reseller may not advertise on the Internet by purchasing space on any other web page such as a search engine or commercial website/marketplace.
17. A retailer, reseller or distributor’s website may not give to any users the impression or any reason to believe that they have reached Amteco®, Gemini or TWP®’s official website. A retailer, distributor or reseller’s website must state clearly and conspicuously that it is owned and operated by an independent entity. A retailer, distributor or reseller’s website must accurately display any applicable trademarks owned by Amteco® and are responsible to make all changes to reflect the latest use of such names, logos and trademarks.

18. Retailers, distributors and resellers are encouraged to follow all Internet etiquette and applicable regulations and to be good “net” citizens. Framing any and all parts of Amteco®, Gemini, TWP® or other TWP® dealer, distributors or resellers website is strictly prohibited. A retailer, distributor or reseller’s website must present a look and feel distinctly unique from that of Amteco®, Gemini, TWP® and other TWP® retailer, distributors and reseller’s website.
19. A retailer, distributor or reseller’s website may not use any Amteco®, Gemini or TWP® trademarks, product names or logos in the retailer, reseller, or distributor’s URL address or domain name or any manner that otherwise does not comply with this Policy and any other applicable policies of Amteco® and Gemini.
20. Retailers, distributors and resellers must disclose valid names, contact information and domain names for any and all websites on which TWP® is sold.
21. A first infraction for failure to follow this MAP policy will result in a warning and a fourteen (14) day opportunity to correct advertised pricing. Thereafter, if a retailer, distributor or reseller fails to do so, or if a second infraction occurs, Amteco® or Gemini may unilaterally and without further warning, discontinue selling products to and terminate its business relationship with such retailer, distributor or reseller.
22. This MAP Policy is not a contract or agreement and Amteco® or Gemini does not seek nor will it solicit or accept any retailer, distributor or reseller’s agreement with our policy, nor will Amteco® or Gemini discuss your pricing or the pricing of others. This MAP Policy is a unilaterally policy upon which Amteco® and Gemini are willing to market its products. Sales personnel have no authority to modify or grant exceptions.

I hereby agree that I have read the Minimum Advertised Price Policy and Agreement and agree to abide by all requirements outlined in said agreement:

Name: _____

Company: _____

Date: _____

Signature: _____