



Minimum Advertised Price (MAP) Policy

Trail Tech, Inc has built a strong reputation and following among the end-user consumers of our products. In order to preserve our reputation for providing customers with high value products and strong after-sales supports, and to further enhance our image and competitiveness in the marketplace, Trail Tech has unilaterally established a policy of minimum advertised price (“MAP”) standards for Trail Tech products.

The Trail Tech MAP (or the MAP) policy will apply to all U.S. and Canadian dealers, distributors and resellers.

The MAP policy shall work under the following guidelines:

1. The MAP for all Trail Tech products shall be no less than ten percent (10%) off Manufacturer’s Suggested List Price (MSRP) as listed in the then current Trail Tech Price List.
2. The MAP policy applies to all advertisements of Trail Tech products in any and all media, including but not necessarily limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is not distributed to the customer.
3. “Bundling” or the inclusion in advertising of free or discounted products (whether made by Trail Tech or another manufacturer) 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.
4. Pricing listed on an internet site is considered an “advertised price” and must adhere to the MAP policy. Once the pricing is associated with an actual purchase (an internet order), the price become the selling price and is not bound by this MAP policy. Statement such as “we will match any price”, and “call for price” are acceptable.
5. The MAP policy applies only to advertised prices and does not apply to the price at which products are actually sold or offered for sale to an individual consumer within the dealer’s location, over the telephone or through a “bid” process. Dealers, distributors and resellers of Trail Tech remain free to sell these products at any prices they elect.
6. The MAP policy does not establish maximum advertised prices. All dealers, distributors and resellers may offer Trail Tech’s products at any price in excess of the MAP established for such product.
7. The MAP policy does not in any way limit the ability of any dealer, distributor and/or reseller to advertise that “they have the lowest prices” or, they “will meet or beat any competitors price”, that users of the product should “call for a price” or phrases of similar import as long as the price advertised or listed for the products is not less than the MAP.

8. From time to time Trail Tech may discontinue products or engage in promotions with respect to certain products or engage in the sale of “close out” products and/or “B stock” inventory. In such events, Trail Tech reserves the right to modify or suspend the MAP policy with respect to the affected products by notifying dealers, distributors and resellers of such change. Trail Tech further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion upon seven (7) day advance notice on our website.
9. In the event a dealer, distributor or reseller chooses not to follow the MAP policy, sanctions may be unilaterally imposed by Trail Tech in its sole discretion. Intentional and/or repeated failure to abide by this MAP policy may result in termination of business relationship, dealership or distributorship. Trail Tech does not intend to do business with dealers, distributors and/or resellers who compromise the perceived value of Trail Tech and its products.

Trail Tech may monitor the advertised price of dealers, distributors or resellers, either directly or via the use of third party agencies. Trail Tech reserves the right, in its unilateral discretion, to take other action to any dealer, distributor or reseller that violates the MAP policy. Trail Tech will enforce the MAP policy in its sole discretion; therefore, no dealer, distributor or reseller has any right to rely on the continued existence of the MAP policy or any effort by Trail Tech to enforce the MAP policy.

The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers, distributors or resellers regarding the policy and receiving any communication regarding sanctions imposed under this MAP policy. **TRAIL TECH SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY.** Therefore, all questions or comments regarding this MAP policy are to be directed to the policy administrator at Trail Tech, Inc, 1600 SE 18th Ave, Battle Ground, WA 98604.

10. This MAP policy has been unilaterally established by Trail Tech to help ensure the legacy of Trail Tech as a top producer of high performance, high quality, powersports products and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers, distributors and resellers have the incentive to invest resources into services for Trail Tech’s customers.

Trail Tech reserves the 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.