



## **TEVRA BRANDS, LLC**

### **MAP POLICY & Requirements for all Resellers of Tevra Brands Products**

**Date: March 1, 2020**

Tevra Brands, LLC is a category leader in companion animal health providing innovative, high quality products at an affordable price. We provide trusted product solutions that exceed expectations and make it easier to care for your pets, family and home. We deeply value the efforts of our resellers who distribute Tevra Brands products and provide support to our customers.

In order to protect the investment of our resellers and Tevra Brands, LLC brand reputation, we will institute a MAP Policy (minimum advertised price) for Tevra Brands products. This Minimum Advertised Pricing Policy ("MAP Policy") is effective as of 3/1/2020 and will apply to all resellers of Tevra Brands applicable products including but not limited to distributors, wholesalers, retailers, catalog and internet retailers (collectively, "Resellers") who resell Tevra Brands products to end users located in the United States. This MAP Policy has been adopted for the benefit of all resellers and will be uniformly enforced.

By electing to resell Tevra Brands Products, you are an authorized reseller of Tevra Brands Products. Resellers violating our MAP Policy are unauthorized to sell our product, transfer our product guarantee, or use any of our images, descriptions and any other intellectual property of Tevra Brands LLC. Tevra Brands may revoke such authorization (or suspend authorized reseller status) at any time and for any reason, including, but not limited to your failure to meet or continue to maintain your business in compliance with the requirements set forth below.

#### **MAP Policy and Guidelines:**

1. Tevra Brands, LLC provides and maintains on its website the "MSRP Schedule" (Manufacture Suggested Retail Pricing) and the "MAP Schedule" (Minimum Advertised Price) for all applicable products, for which this MAP Policy applies ("MAP Products"). Tevra Brands LLC reserves the right to update and/or modify the "MSRP Schedule" and/or the "MAP Schedule" at any time and at its sole discretion. Any products not specifically identified as "MAP Products" on the price list are not subject to any MAP Policy.

2. The "MSRP Schedule" will identify the effective date, the products and the "MSRP" and "MAP" if applicable for all products. Any advertisement of a product identified in the "MAP Schedule" more than 25% below the MSRP will be a violation of this MAP Policy.
3. This MAP Policy applies to all advertisements of Tevra Brands products listed on the "MAP Schedule" in any and all media including but not limited to websites, banner ads, e-mail newsletters, e-mail solicitations, internet or similar electronic media, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, television, radio, and public signage. This MAP Policy does not apply to any in-store advertisements.
4. The inclusion in advertising of free, bundled or discounted products (whether made by Tevra Brands or another manufacturer) with a product covered by this Map Policy would be considered in violation of the MAP Policy if it has the effect of discounting the advertised price of the subsequent Tevra Brands product below the applicable MAP Schedule.
5. For Tevra Brands products listed using a currency other than the USD, the MAP shall be the USD MAP converted to USD currency at a time reasonably contemporaneous with the time of advertisement.
6. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discounted price below MAP is prohibited. It is a violation of this MAP Policy to advertise in general that the Reseller has "the lowest" price or that the Reseller will match or beat competitor pricing, or phrases of similar import as well as statements such as "add to basket to see price", "call for pricing" or, similar phrases are not acceptable.
7. Internet auctions may not display or have reserved bid or other acceptable prices below MAP. This includes Ebay, Inc.
8. This MAP Policy applies only to advertised prices and does not apply to the price at which Tevra Brands products are actually sold or offered for sale to an individual consumer within Resellers' retail location or over the telephone. Tevra Brands recognizes that Resellers remain free to sell these products at any prices they choose under these circumstances.
9. "Advertised Price" shall mean the price at which the product itself is advertised, without including shipping costs. For example, a \$20 advertised price plus \$3.99 shipping is a \$20 advertised price for purposes of this MAP Policy.
10. Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. In addition, discounts applied at checkout to

the entire order based on a customer's purchasing history with the reseller, such as discounts for "frequent shoppers," do not violate this MAP Policy.

11. No employee or sales representative of Tevra Brands has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized by Tevra Brands MAP Policy administrator to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. Any waiver of the MAP Policy by the MAP Policy administrator must be in writing and any written waiver terms must be strictly adhered to. Any non-adherence to waiver terms is a violation of the MAP Policy.
12. All questions about this MAP Policy should be in writing via e-mail to [map@tevrabrands.com](mailto:map@tevrabrands.com). No oral communications about this MAP Policy are authorized. The Tevra Brands MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by Tevra Brands under this MAP Policy shall be without liability to Tevra Brands and this MAP Policy supersedes any and all previous agreements.
13. Tevra Brands may choose to offer special promotions on certain products from time to time. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all direct purchasing Resellers of the duration and nature of the change. Tevra Brands further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.
14. Intentional failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Tevra Brands. The level of sanctions will be determined by Tevra Brands in its sole discretion. Tevra Brands does not intend to do business with Resellers who degrade the image of Tevra Brands and/or its products via a low-price online strategy.
15. Distributors and Wholesalers of Tevra Brands products will supply a copy of this MAP Policy to any new or existing Reseller, via a website or otherwise MAP Policy to any new or existing reseller for their records.
16. Resellers establish their own resale prices, however Tevra Brands reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers that Tevra Brands has verified is advertising a net retail sales price below our established MAP and/or have violated this Policy in any way.
17. In the event of a MAP Policy violation, the reseller will be notified directly within seven (7) days of Tevra Brands discovery and will have the following options:
  - a. Correct the violation within seven (7) days of receiving notice.
  - b. Dispute the violation notification seven (7) days of receiving notice

- c. Remove the product within seven (7) days of receiving notice.
18. If the reseller has not corrected or removed the violation after the allotted (7) days, Tevra Brands will take the following actions against the reseller:
- a. Cancel any pending orders, restrict future orders or suspend the resellers or resellers distributor account.
  - b. List the reseller on Tevra Brands website as “Do Not Sell List” and/or “Non-authorized Reseller” list.
  - c. File a “DMCA” takedown request with the resellers internet service provider (ISP) requesting all product images, model numbers, descriptions, and any other intellectual property of Tevra Brands be removed.
  - d. Contact any third-party website directly (such as Amazon or Ebay) and request the products be removed due to un-authorized reseller status, Copyright and IP infringement.
  - e. Take any applicable legal action.

We recognize that you have a choice and appreciate your continued support. Implementing our MAP Policy will help to protect our resellers margins and brand integrity for years to come.

Thank you for your continued support.

Best regards,

Tevra Brands, LLC  
Map Policy Administrator