



## Southbend – Star Group

### Minimum Advertised Price & Minimum Resale Internet Cart

#### MINIMUM ADVERTISED PRICE (MAP) POLICY

This Policy applies to ANY and ALL means of Advertised Pricing for all Brands

- MAP Policy - Current Dealer List less **45%** rounded up to whole number (Unless a product is offered on a Cornerstone Program for which a set MAP price is provided). Must list only price at or higher than MAP.
- Dealer may offer or combine free accessories with products (i.e. casters, warranty, freight).

All internet Advertised Prices must show the product's "MAP" price. Dealers may not use the words: "Call for Pricing", "Chat for Pricing", "Text for Pricing", "Email for Pricing", strike-through the price, or any of the like. This includes "shopping cart - price", "chat box - price", and "emailed - price" that appear on the internet in any format on any Dealer's public internet website or public internet-based account, including internet search engine shopping feeds, are all subject to the Southbend and Star Group MAP Policy.

#### MINIMUM RESALE INTERNET CART PRICE POLICY

Southbend and Star Group require that when Dealers sell select products (listed below) through internet sales and/or show rooms that these products are subject to (M.R.I.C.P.) and are sold at a price no more than a **52%** discount rounded up to whole number off the current List Price. This is the Southbend and Star Group "Minimum Resale Internet Cart Price" (M.R.I.C.P.). The Dealer may not substitute the words: "Call for Pricing", "Text for Pricing" or "Email for Pricing" in lieu of stating a product's Minimum Resale Internet Cart Price.

The (M.R.I.C.P.) applies to the final check out price of the product.

The MAP policy applies to prices advertised including shopping cart price, chat box price, emailed price, and price on the internet website or search engines. This does not apply to prices that are communicated by means other than through the internet, including contract negotiations, negotiations in the field or at a Dealer's place of business.

The M.R.I.C.P. policy applies to the following Brands or Brand product segments:

<u>Brands in their Entirety</u>	<u>Southbend Categories</u>	<u>Star Categories</u>	<u>Wells Categories</u>
Lang	Gold Convection Ovens	Ultramax (800-Series Products)	Ventless
Desmon	Platinum (P-Series)	ProMax Panini's	Dry Wells
	Refrigeration	(PST, PGT, PSC, PGC-Series Products)	Cold Wells
	Steam		

#### TRADEMARKS AND CORPORATE LOGO (ALL REGISTERED INFORMATION)

The Companies grant the Authorized Dealer limited permission to use the trademark, tradename, corporate logo, product images and product content. Dealers may use the Groups corporate logo to designate the source of Products or to describe the Dealer's relationship with the Brand(s). Dealer's use of the Southbend and Star Group's trademarks and corporate logo's must comply with the usage guidelines. Dealers may not register, purchase, directly or indirectly use or control the Southbend and Star Group domain names (including all levels of domain names and sub-domain names anywhere in the computer address) containing the Brand(s) trade name, logo, trademark, or anything similar ("Infringing Domains"). Any misuse or redirection will be prosecuted. We reserve the right to restrict or prosecute misused or misleading use of owned trademarks or trade names.

#### POLICY VIOLATIONS

- Minimum Advertised Pricing including "no pricing", "call for pricing", "text for pricing", "email for pricing", "internet-displayed pricing", "shopping cart - price", "chat box - price", "emailed - price" and selling over the internet will be reviewed using third-party monitoring services to assure consistent adherence to these policies by all Dealers.
- Minimum Resale Internet Cart Price, Southbend and Star Group products are to be sold at a discount of no **more than 52%** off current list, rounded up to the whole number. The M.R.I.C.P.
- If a violation from either of these policies is identified, the non-compliant dealer will be contacted and notified.
- If the notified dealer fails to promptly comply within twenty four (24) hours or less with the MAP, M.R.I.C.P. Policies, trade name, trademark, and corporate logo, the non-compliance will result in the enforcement of these policies.

#### Dealer will be subject to penalties up to and including but not limited to:

**1<sup>st</sup> violation:** Written & Verbal communication

**2<sup>nd</sup> violation:** Loss of rebate and/or marketing incentives or programs (accrued or due in total)

**3<sup>rd</sup> violation:** a) Suspension of account

- Revoked permission to use Group trademark, trade name, corporate logos, product images and product content. Notice will be given to comply within a time period.