

CURT Group Electronic Minimum Advertised Pricing (MAP)

Policy Effective April 2, 2018

CURT Group MAP Introduction

This policy establishes electronic advertised price standards for CURT Group products.

MAP applies only to Electronic Minimum Advertised Pricing. This policy does not apply to the price at which CURT Group products are actually sold or to prices higher than the unilateral minimum advertised prices established by CURT Group.

Each reseller is free to set its actual resale price for any product independently; however, in the case of a reseller advertising at lower prices, CURT Group reserves the right, at its sole discretion, to suspend shipments, impose stated penalties, and/or terminate the online business relationship.

Policy Coverage

This MAP policy covers all CURT Group resellers doing business on the Internet. Although resellers remain free to establish their own resale prices, CURT Group will, without assuming any liability, unilaterally impose sanctions as described in the policy against resellers who advertise CURT Group products online at prices below those specified herein. CURT Group will not discuss any conditions of acceptance related to the MAP policy, as it is non-negotiable and will not be altered for any reseller. CURT Group neither solicits nor will it accept any assurance of compliance with the MAP policy. Nothing in this MAP policy, or in any other contract or agreement with CURT Group, shall constitute an agreement between CURT Group and any reseller indicating the reseller will comply with this MAP policy.

Minimum Advertised Price

The current listing of products and applicable MAP prices are published on the CURT Group website at <http://curtgroup.com/dealer/map>. The products and prices may be changed from time to time at CURT Group's sole discretion. CURT Group resellers are responsible for remaining current with MAP policy, including price and product updates.

Policy Modification

CURT Group reserves the right at any time to modify, suspend or discontinue the MAP policy in whole or in part, or to designate promotional periods during which time the terms of the policy may change, or designate periods of time during which the policy does not apply. To further clarify, modifications may include changes to Electronic Minimum Advertised Price, or to other aspects of the policy.

Advertising

Any advertising, product listings, solicitations, etc., that can be seen on or are transmitted over the Internet, are included in this unilateral policy.

Online Selling Conventions

Use of selling conventions to circumvent the spirit or intent of the MAP policy violate the policy.

Items that constitute clear violations of CURT Group's MAP policy include but are not limited to the following:

- *Bundling and value-added offers* –
 - Bundles advertised below the cumulative MAP price for all the CURT Group products included in the bundle
 - Offering CURT Group products as a gift or discounted item with purchase
- *Advertised discount inducements* –
 - While each reseller is free to set its actual resale price for any product independently, advertised inducements indicating that offers below MAP are available violate the policy.
 - Examples of such inducements include but are not limited to the following:
 - "add to cart to see pricing"
 - "call for better pricing"
 - "purchase over \$200 and receive 10% off your order"
 - "enter a coupon code to receive a discount off your order"
- *Presenting CURT Group products as unbranded or re-branded items*
 - CURT Group products offered or sold without being named as a CURT Group branded product
 - Representing that CURT Group branded products have materially different specifications, warranties or other characteristics or qualities than as expressly authorized by CURT Group

Violations:

In the event a reseller violates the CURT Group MAP policy (as solely determined by CURT Group), CURT Group may in its sole discretion, impose one or more of the following sanctions:

- *1st infraction:*
 - Notice will be given in writing.
 - The reseller will have up to 48 hours to remedy the infraction, as determined by CURT Group.
 - Failure to make the necessary changes within 48 hours will be considered a 2nd infraction.
- *2nd infraction:*
 - Notice will be given in writing.
 - Co-op or other marketing agreements and/or funds may be forfeited by reseller as determined by CURT Group.
 - The reseller will have 48 hours from the time of the 2nd infraction notice to remedy the infraction.
 - Failure to make the necessary changes within 48 hours will be considered a 3rd infraction.
- *3rd infraction (to include one or more of the following sanctions, in addition to any 2nd infraction sanctions):*
 - Notice will be given in writing.
 - Reseller "where to buy" links from the CURT Group websites will be suspended for up to 90 days.
 - Reseller will be added to the Do Not Sell list for a minimum of 30 days.
 - Failure to make the necessary changes within 48 hours will be considered a 4th infraction.
- *4th or repeated infractions:*
 - The applicable resale agreement may be suspended or terminated (with the account being closed).
 - The name of the account will be entered in the Do Not Sell list.
 - Anyone supplying a closed account on the Do Not Sell list will themselves forfeit co-op or other marketing agreements and/or funds for one or more prior quarters as determined by CURT Group.

Authority

Any complaints regarding violation of another reseller should be directed to emap@curtgroup.com and must include a screenshot of the offending advertisement. No CURT Group employee or representatives are authorized to engage in any discussion regarding MAP violations.

FAQ

Q. May I submit my ads or website pages for review to be approved by CURT Group for compliance with MAP?

A. While CURT Group representatives may aid our resellers in the design and implementation of online content, CURT Group does not review or approve content for MAP policy compliance.

Q. May I offer discounted or free shipping and still comply with MAP?

A. Yes.

Q. May I offer coupons and still comply with MAP?

A. Yes, provided that the final advertised price is not below the stated MAP for all products covered by the advertised coupon.

Q. My business model uses member discounts to reward loyal customers. How does MAP apply to me?

A. Member discounts must exclude CURT Group branded products.

Q. Who can I call if I see another reseller advertising below the published MAP?

A. Please take a screenshot of the reseller that appears to be in violation of the MAP policy. Email CURT Group to emap@curtgroup.com. CURT Group will not take phone reports of MAP violations, nor will it reply with any disposition of actions taken.

Q. What if I have more questions?

A. Any questions regarding MAP policy should be directed to emap@curtgroup.com or <http://curtgroup.com/dealer/map>.