

7.18.2018

CURT Manufacturing, LLC United States Minimum Advertised Price Policy Effective August 1, 2018

MAP Introduction

CURT Manufacturing, LLC (“CURT”), maker of the CURT family of brands, which includes, but may not be limited to ARIES, LUVERNE, RETRAC, and UWS brand products, the full list of which may change from time to time at the sole discretion of CURT and may be found at <http://www.curtgroup.com/Products> (“Products”), has determined that certain advertising practices undermine CURT’s trade reputation, brands, and premium image within the target consumer population and discourage CURT’s resellers from investing in the CURT product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the CURT Products, CURT has adopted this unilateral CURT Manufacturing, LLC United States Minimum Advertised Price (“MAP”) Policy to establish advertised price standards for all authorized resellers in the United States of America.

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

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 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 authorized resellers doing business on the internet. Although resellers remain free to establish their own resale prices, CURT will, without assuming any liability, unilaterally impose sanctions as described in the policy against resellers who advertise Products online at prices below those specified herein.

Any advertising, product listings, solicitations, etc., that can be seen on or are transmitted over the internet, are covered by this unilateral policy. Online advertisements include, but are not limited to, product information displayed on websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated emails to customers or prospective customers, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, or ads in any other media in a digital format that is communicated or conveyed via the internet.

Minimum Advertised Price

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

Online Selling Conventions

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

Items that constitute clear violations of CURT'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 Products included in the bundle
 - Offering 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"

Violations:

In the event a reseller violates this MAP policy (as solely determined by CURT), CURT will impose the following sanctions:

- *1st infraction:*
 - Notice will be given in writing.
- *2nd infraction:*
 - Notice will be given in writing.
 - Reseller will forfeit any funds due under co-op or other marketing agreements for a period of thirty (30) days.
- *3rd infraction:*
 - Notice will be given in writing.
 - Reseller will forfeit any funds due under co-op or other marketing agreements for a period of thirty (30) days.
 - Reseller "where to buy" links from the CURT websites will be suspended for ninety (90) days.
 - Reseller will be added to a prohibited reseller list for a period of thirty (30) days.
- *4th infraction:*
 - The applicable resale agreement will be terminated (with the account being closed).
 - Reseller will be placed indefinitely on the prohibited reseller list.

Authority

CURT 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 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, shall constitute an agreement between CURT and any reseller indicating that the reseller will comply with this MAP policy.

Any questions concerning the MAP policy should be directed to emap@curtgroup.com. No CURT employee or representatives are authorized to engage in any discussions regarding MAP violations, including any discussion of individual resellers' compliance with policy terms.

Policy Modification

CURT 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.

FAQ

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

A. While CURT representatives may aid our resellers in the design and implementation of online content, CURT 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 the CURT family of products, the full list of which may change from time to time at the sole discretion of CURT and may be found at <http://www.curtgroup.com/>.

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

A. No CURT employee or agent is authorized to discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy.

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>.