



# Minimum Advertised Price (MAP) Policy

## Introduction

Harfang Solutions Inc., which distributes products under the brands Harfang Wheels and Harfang Snowskates (collectively referred to as “Harfang”), is proud of its reputation for providing high quality and innovative products to our customers.

We also recognize that our resellers, through knowledgeable staff and great customer service, invest time and resources to deliver an extraordinary customer experience. To support our resellers’ efforts, Harfang wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of excellence that customers have come to expect from Harfang dealers.

To preserve its reputation for providing customers with high value products and strong after-sales support, and to further enhance the Harfang brand image and its competitiveness in the marketplace, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY (“MAP Policy”). This policy is effective as of January 1, 2016 and applies to distributors, wholesalers and retailers, including catalog and internet retailers (collectively, “Resellers”), who resell Harfang products to end users. Harfang established this MAP Policy due to the fact that reseller advertising and sales practices that promote Harfang products, primarily on the basis of price, could be detrimental to resellers’ service and support efforts and Harfang’s competitive position. Such activities can be harmful to Harfang’s brand, reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. Harfang believes that these practices are unfair and thus, discourages such efforts.

## Official Policy and Guidelines

This MAP Policy shall work under the following guidelines:

1. Harfang reserves the right, in its unilateral discretion, to take any action, legal or otherwise, with respect to any reseller that violates this MAP Policy.
2. The MAP Policy will be enforced by Harfang in its sole discretion.
3. Harfang will, from time to time, publish and maintain a schedule of Manufacturer’s Suggested Retail Prices (“MSRP Schedule”) on its internet website, which may be amended or adjusted by Harfang at any time in its sole discretion. The MSRP Schedule will identify the effective date, the products and the manufacturer’s suggested retail price (“MSRP”) for those products covered by this MAP Policy. **Listing a price lower than the MSRP next to the featured product in any advertising will be viewed as a violation of this MAP Policy, including any offer, promotion or rebate that would lead to a price lower than the MSRP.** Free shipping is not considered a violation of this MAP policy.



4. This MAP Policy applies to all advertisement of Harfang products listed on the MSRP Schedule in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price”, automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items **prior** to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the Reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy. This MAP Policy also applies to any activity which Harfang determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
5. If pricing is displayed, any strike-through or other alteration of the product MSRP price displayed is prohibited.
6. The inclusion in advertising of free or discounted products (whether made by Harfang or another manufacturer) with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the covered product below the MSRP.
7. It shall not be a violation of this MAP Policy to advertise in general that the Reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the Reseller does not include any advertised price below the product MSRP and otherwise complies with this MAP Policy.
8. From time to time, Harfang may permit Resellers to advertise MAP Products at prices lower than the MSRP retail price. In such events, Harfang reserves the right to modify or suspend the MSRP retail price with respect to the affected products for a specified period of time by providing advance notice to all Resellers of such changes. Advance notification of these modifications will be posted on our Internet Website in conjunction with the MSRP Schedule.
9. Where Harfang Snowskates products are bundled with, or sold, as part of a Complete Snowskates that includes other products (whether or not manufactured by Harfang), it shall be a violation of this MAP Policy to sell or advertise the Complete Snowskate at a price that: (a) is lower than the total MSRP of a Harfang Complete Snowskate that includes the applicable sub-ski or (b) violates the letter or spirit of the MAP Policy. Alternatively, where Harfang Snowskates components are included on a list for customers to extract and construct their own snowskate, it shall only be a violation of this MAP Policy to sell or advertise an individual Harfang Snowskates component at a price that is lower than the MSRP for that component.
10. Harfang Wheels products cannot be bundle with, or sold, as part of a Complete Board or other products (whether or not manufactured by Harfang), Alternatively, where Harfang Wheels components are included on a list for customers to extract and construct their own Board, it shall only be a violation of this MAP Policy to sell or advertise an individual Harfang Wheels component at a price that is lower than the MSRP for that component.



11. It shall be a violation of this MAP Policy to include in any advertising for Harfang products, any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MSRP. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchase is of a Harfang product) shall be evaluated under the same guidelines as described in Section 9 regarding product bundling. For example, a gift card redeemable on a future purchase would be considered an “other product” under Section 9 and 10.
12. This MAP Policy applies only to advertised prices and does not apply to the price at which Harfang products are actually sold, or offered for sale, to an individual customer within the Reseller’s retail premises or over the telephone.
13. This MAP Policy does not establish any maximum advertised prices. All resellers may advertise or offer Harfang products at any price in excess of the product MSRP.
14. If a Reseller with multiple store locations violates this MAP Policy at any particular store location, then Harfang will consider this to be a violation by all of the Reseller’s locations.
15. Intentional failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Harfang. The level of sanctions will be determined by Harfang in its sole discretion. Harfang does not intend to do business with Resellers who degrade the image of Harfang and its products. Harfang may choose to, but need not provide prior notice or issue warnings before taking any action under this MAP Policy. Any action taken by Harfang under this MAP Policy shall be without liability to Harfang.
16. Although Resellers remain free to establish their own resale prices, Harfang reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any Resellers following Harfang’s verification that such Reseller has advertised any MAP Products at a net retail sales price less than the then-current MSRP established by Harfang, or if Reseller has violated this policy in any other way.
17. Harfang’s outside sales agents have no authority, and are NOT permitted, to discuss, modify or grant exceptions to this MAP Policy or make any agreements or assurances with respect to Harfang’s Policy regarding Reseller advertising or pricing. This also includes any consumer program or promotion that affects the MAP Products. All questions about this MAP Policy should be in writing and directed to MAP Policy Administrator, Harfang Solutions Inc, 3916 Saint-André, Montréal, QC H2L 3W1 or via e-mail to [info@harfangsolutions.com](mailto:info@harfangsolutions.com)
18. Dealer agrees to hold all trademarks and copyrights of Harfang as the property of Harfang and use advertising materials provided by Harfang in an authorized manner only.



## Map Agreement Confirmation

This MAP policy has been established by Harfang to help ensure the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for Harfang customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below. This policy applies to all Resellers of Harfang products, regardless of whether or not they have signed an agreement with Harfang.

Agreed to by:

Company name: \_\_\_\_\_

Any and all other names by which this company operates (including names used on Ebay, Amazon, etc):

\_\_\_\_\_

Authorized Signatory name printed: \_\_\_\_\_

Authorized Signatory Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Dealer Address: \_\_\_\_\_

Dealer City/State/Postal Code: \_\_\_\_\_

Phone (direct line): \_\_\_\_\_

Email: \_\_\_\_\_

Website URL: \_\_\_\_\_

If in agreement with this policy, please fill out the requested information and sign it. You may scan and email it back to: [info@harfangsolutions.com](mailto:info@harfangsolutions.com)