

TECHGEAR-5.7

9752 County Road 310 Suite B. Terrell, TX. 75161
Toll-free: 888.908.6024 E-Mail: info@techgear5-7.com

MAP POLICY

Minimum Advertised Price _____

This Minimum Advertised Price Policy has been established to maintain the value and integrity of Fieldsheer and Mobile Warming (the "Brands") and to also secure dealer margin by eliminating needless price wars between fellow retailers. In order to preserve market value, reputation and image, the Brands have appointed Tech Gear 5.7 Inc. to monitor and enforce this policy on their behalf.

The "MAP" for each of Tech Gear 5.7 Inc. brands is defined by the following schedule:

FIELDSHEER	MSRP
MOBILE WARMING	MSRP

Scope of Policy _____

Authorized Dealers may sell the Products at any price at their sole discretion. However, the Brands believe that advertising Products below the MAP Price is detrimental to the Industry as a whole, and retail sales in particular.

The Brands reserve the right to deny any dealer authorization to carry, sell or advertise any of the Products. The Brands also reserve the right to revoke any dealer's authorization to advertise or sell the Products for any reason including violation of the Brand's Advertising Policy.

Dealers are required to follow the Brand's Advertising Policy at all times, unless otherwise explicitly instructed in writing by Tech Gear 5.7 Inc. or the Brand. The Brand's Advertising Policy does not apply to any closeout or discontinued Products, as denoted in prices lists supplied by Tech Gear 5.7 Inc. or indicated as "Closeout" on the Brand or Tech Gear 5.7 Inc. website(s).

The Brands reserve the right to change a Product's MSRP or MAP based on market conditions, as deemed necessary. Dealers will be notified in advance of any changes via email. It is the Dealer's responsibility to make any changes necessary to reflect the updated pricing in any advertisements.

Advertisements in any medium, including but not limited to: Internet; online auction; print; radio; email; letter; television; sign (except signs inside the Dealer's retail store); catalog and electronic media are covered by this Policy. In regard to internet sales, the entire web site, including the "shopping cart" or similarly functioning feature, will be considered part of the Advertisement.

All advertisements of Products that contain a price must clearly and conspicuously display the Product's Manufacturer Suggested Retail Price (MSRP). The current MSRP is that displayed on the Brands' official website(s) and may also be supplied via Excel compatible price list (or other means) by Tech Gear 5.7 Inc. at any time upon request. Dealer may not advertise "Email For Price"; "Call For Price"; "We'll Beat Any Price"; "Add To Cart For Price"; "Click For Price" or any other similar language which could be interpreted in such a way that a consumer would reasonably believe the Product is actively being sold at a price other than the MAP. Any advertisements that offer discounts below the MAP must clearly and conspicuously exclude the Products.

Advertising practices that have the effect of reducing a Product's advertised price below the MAP Price such as combining a Product with a "free" Product or in a "package" with other Products or with a "membership discount" violate this Policy, unless explicitly agreed in writing or currently offered by Tech Gear 5.7 Inc.

The distribution of transferable discount codes which reduce a Product's price below the MAP Price are considered a form of advertising and violate this Policy.

Price Match Guarantee policies in which a dealer states they will sell a Product below a competitor's advertised price (for example a 110% price match guarantee advertising that the dealer will beat any competitors advertised price by 10%) are violations of this Policy. Dealers may advertise price matching provided that they are solely matching the competitors advertised offer.

Initial _____

TECHGEAR-5.7

9752 County Road 310 Suite B. Terrell, TX. 75161
Toll-free: 888.908.6024 E-Mail: info@techgear5-7.com

Consumer loyalty programs do not violate this policy, provided they meet the following conditions:

- Any credit earned is calculated using the value of an original “earning” sale as a determining factor
- The mechanism for calculating the loyalty credit is uniform across all items offered by the Dealer and not specific to just the Products
- The loyalty credit or benefit must not have any way to discount the original “earning” order, either immediately or retroactively
- Loyalty credits are non-transferable, being directly tied to the customer who placed the order
- The maximum cash value of the loyalty credit is no more than 5% of the original sale.

Dealers are free to advertise the Products in any method they choose within the confines of their retail store(s) at the address(es) specified on the Dealer Application and Agreement. Signage posted at consumer retail events at which Products are being sold at a price other than the MAP is a violation of this Policy unless express permission has been granted by the Brands or Tech Gear 5.7 Inc.

Dealers are not permitted to advertise Fieldsheer or Mobile Warming Products through third party marketplaces such as, but not limited to: Amazon; Jet.com; Rakuten; Sears or eBay. Services such as “Fulfillment By Amazon” result in Product being sold through a third party marketplace (Amazon) and thus dealers are not permitted to utilize this or similar services if it results in an advertisement on a third party marketplace.

Administration of MAP Policy_____

This policy will be administered and enforced unilaterally by Tech Gear 5.7 Inc. Upon issuance of a price update by Tech Gear 5.7 Inc., Dealers will have a grace period of 14 days to adjust all prices to the new MAP.

Violation of MAP Policy_____

Upon first violation, Tech Gear 5.7 Inc. will issue a notice of violation to the dealer and will give the Dealer an opportunity to remove from publication (including Internet) any price advertising that violates this policy. Such advertising must be removed within 5 days of receiving notice from Tech Gear 5.7 Inc. to do so.

Upon a second violation, a second written notice will be issued, and the dealer’s right to purchase Products will automatically be suspended for a period of 60 days from the date of the second notice.

Upon a third violation, a third written notice will be issued, and the dealer’s right to purchase Products will automatically be terminated.

Separate violations will be deemed to have occurred if a violation continues after Tech Gear 5.7 Inc has issued a notice of violation to the dealer.

Amendments_____

From time to time, Tech Gear 5.7 Inc. may determine that it is required to amend this Policy. Dealers will be notified via email of any changes to this Policy.

By signing below, I represent that I have read and understand the foregoing policy:

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Initial _____