



## **Bike Brite's Minimum Advertised Pricing Policy**

In order to preserve the reputation for Bike Brite and for providing our customers with high value products and strong after sales support, and to further enhance the Bike Brite branded name, image and its competitiveness in the market, Bike Brite is instituting a policy of minimum advertised price standards for all of its products. The Minimum Advertised Pricing Policy ("MAP Policy") will become effective June 10<sup>th</sup> 2014 and will apply to distributors and retailers including catalog and internet retailers (collectively, "re-sellers", who resell Bike Brite branded products to end users located in the USA and abroad.

Bike Brite greatly values the efforts of all resellers to distribute its products and support our customers. This MAP policy is created for the benefit of all resellers and will be uniformly enforced.

This MAP Policy will work under the following guidelines.

1. Bike Brite, from time to time, will publish a schedule of its Manufacturer's Suggested Retail Price (MSRP Schedule) on its internet website, which may be amended or adjusted by us at any time at our sole discretion. The MSRP Schedule will identify the effective date, the product, the product code, and our suggested retail price (MSRP). If an advertisement of our products identified in the MSRP Schedule is more than 10% below the MSRP, it will be a violation of this MAP policy. Bike Brite products not identified in the MSRP Schedule are not subject to this MAP policy.
2. The MAP policy applies to all advertisements of Bike Brite products listed on the MSRP Schedule in any and all Media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.
3. The inclusion of advertising of free or discounted products with a product covered by this MAP Policy would be contrary to the MAP Policy if it has the effect of discounting the advertised price more than 10% below the MSRP.
4. If Pricing is displayed, any strike through or other alteration of the MSRP that is paired with a discount price more than 10% below the MSRP is prohibited.
5. This MAP policy only applies to advertised prices and does not apply to the price at which Bike Brite products are actually sold or offered for sale to an individual consumer within resellers' retail location or over the telephone. Resellers remain free to sell these products at any prices they choose under these circumstances.



6. This MAP policy does not establish maximum advertised prices. All resellers may offer Bike Brite products at any price in excess of the MSRP.
7. Internet Auctions may not display or have reserved bid or other acceptable prices more than 10% below MSRP. Internet Auctions may only display potential bids or offers for Bike Brite products.
8. Pricing listed on an internet site is considered an “advertised price” and must adhere to the MAP Policy. Once the price is associated with an intent sale to purchase (added to shopping cart to order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as “add to basket to see price”, “we will match any price”, “call for price”, or phrases of similar import are acceptable as long as the price advertised or listed for the products is not more than 10% below the MSRP. In addition, discounts applied to checkout to the entire order based on a consumer’s purchasing history with the Reseller such as discounts for “frequent shoppers”, do not violate this MAP Policy.
9. This MAP policy is solely within Bike Brite’s discretion and authority acting through the duly authorized managers of Bike Brite, Inc... No employee or sales representative of Bike Brite has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to the MAP Policy under this paragraph is unauthorized and invalid. All questions about this MAP Policy under this paragraph are unauthorized and invalid. All questions about this MAP Policy should be in writing and directed via US Mail to MAP Policy Administrator, Bike Brite, Inc., 25000 Euclid Ave., Suite 200, Cleveland, Ohio 44117 or via e-mail to [mapadministrator@bikebrite.com](mailto:mapadministrator@bikebrite.com) who will respond only in writing. No oral communications about this MAP Policy are authorized. The Map Policy administrator will be solely responsible for determining whether a violation of the policy has occurred, communicating decisions, to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by Bike Brite under the MAP Policy shall be without liability to Bike Brite, Inc.
10. From time to time, Bike Brite may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend the MAP Policy in whole or in part by notifying all Resellers of the decision and nature of the change. Bike Brite further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply to all Resellers and will be posted online at all times.
11. Intentional and/or repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Bike Brite, Inc. The level of sanctions will be determined by Bike Brite in its sole discretion and may include indefinite termination of dealership and distributorship. Bike Brite does not intend to do business with Resellers who degrade the image of Bike Brite and its



products. Bike Brite does not need to provide prior notice or issue warnings before taking any action under this MAP Policy.

12. Distributors of Bike Brite products will supply a copy of this MAP Policy to any new or existing Reseller for their records.
13. This MAP Policy has been established by Bike Brite to help ensure the legacy of Bike Brite as a top producer of high performance, high quality products and to protect the reputation of its name and products. This MAP Policy is also designed to avoid destructive Intra Brand conflict and to ensure that dealers and distributors have the incentive to invest resources into services for Bike Brite customers.