

RESELLER SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH ANY ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, AMAZON MARKETPLACE OR LIKE WEBSITES), EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY DD26 FISHING IN WRITING AND IN ADVANCE, AND IT BEING UNDERSTOOD THAT DD26 FISHING MAY WITHDRAW ITS CONSENT AT ANY TIME.

MAP Policy

As one of the world's leading Marine Equipment Manufacture/ Reseller, DD26 Fishing is focused on maintaining high margins for our RESELLERS/DEALERS/DISTRIBUTION network. In recognition of the investment in time and resources required for our high-quality Partners to provide the level of customer service and product knowledge expected from our customers, DD26 Fishing is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. DD26 Fishing has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of DD26 Fishing products. All DD26 Fishing Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

DD26 Fishing's MAP Policy Guidelines for DD26 Products

MAP pricing for all DD26 products can be found on your current price list. All advertised prices must be at or above MAP for all DD26 products if a MAP price has been established by DD26 Fishing. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted.

Resellers are also responsible for ensuring their DD26 pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. DD26 Fishing's MAP policy for all DD26 products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, DD26 may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, DD26 reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

Pricing Statements

DD26 Fishing's MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."

Free Offers Associated with DD26 Fishing Product

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

All DD26 Products Price Matching Policies

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of DD26 Fishing's MAP Policy. Advertised price must always be at MAP or higher.

Failure to Comply with the MAP Policy

At the sole discretion of DD26 Fishing, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all DD26 products both direct as well as through distribution.

DD26 Fishing will utilize the following steps to resolve MAP violations:

1. Any and all dealers selling DD26 products which have not signed an DD26 Fishing MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of DD26 Fishing are required to provide a signed MAP agreement from any dealer selling DD26 products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
 1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
 2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.
 3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, DD26 Fishing will review and determine if account is to be reinstated.
 4. Fourth Violation: Should DD26 Fishing decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

DD26 Fishing will issue a new price list upon the first day of each quarter, based on a calendar year. Pricing must be updated immediately upon receipt.

MAP Policy Confirmation Agreement

This DD26 Fishing MAP Policy and Confirmation Agreement is made on this date of _____, by and between, DD26 Fishing and _____.

DD26 Fishing places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of DD26 Fishing products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for DD26 Fishing products.

Read and Understood:

Authorized Reseller (Company Name)

Name _____

City _____ State _____ Zip _____

Web URL _____

Authorized Reseller Representative

Title _____ Date _____

Email _____ Phone _____

