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## Krazy Beaver Tools LLC

"Minimum Advertised Price and Third Party Venue Policy"

Effective: December 1, 2016 Updated April 2018

## KRAZY BEAVER TOOLS AUTHORIZED DEALER MAP POLICY

Krazy Beaver Tools, (hereafter referred to as "KBT"), though relatively new, has quickly impacted the Off-Road, hunting, and Camping community with the introduction of our Aggressive Recovery shovel. Its because of the rapid growth of our products we seek to implement a "MAP" program so as to protect our product as well as Dealers from those that unintentionally and/ or intentionally may devalue our product/products by offering deep discounts.

As stated above, KBT seeks to establish advertising guidelines to protect KBT's pricing as well as our *Dealers* when it comes to KBT products and is in force 24 hours a day, 7 days a week, 365 days a year.

KBT's MAP program applies only to "Advertised Prices" and does not restrict an *Independent Dealer's* right to negotiate a sale/transaction price that they deem appropriate and competitive. Note, when deep discounts are offered it gives the perception that the product is not worth the set MSRP. Therefore it is recommended that the *Dealer* sells at MSRP. Thereby giving room to sell at or above MAP.

MAP pricing applies to all forms of advertising to include but not limited to all media, letters, fliers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar digital media, podcasts, e-mail, solicitations, websites, online auction sites, host sites, and all other online storefronts, television, radio broadcast, other print advertising, and public signage.



KBT will monitor compliance of the then set MAP and reserves the right to ascertain whether an advertisement(s) reflects a net advertised price that is less than the minimum advertised price established by the current KBT policy. If KBT determines there is a violation of KBT's MAP Policy, KBT may without assuming any liability, take such action as it deems appropriate. Such actions may include but not be limited to revoking any *Authorized Dealer* status, canceling of all orders and indefinitely refusing to accept new orders from the violator, as well as from any *Authorized Dealer* who is supplying the violator.

## **Krazy Beaver Tools Advertising Guidelines**

KBT reserves the rights at its discretion, to modify the MAP Policy. This is to allow KBT, while working with *Authorized Dealers* the opportunity to advertise below MAP. Only KBT has the right to authorize this.

## **3RD PARTY VENUE POLICY**

KBT reserves all rights to be the *Sole Distributor* and or assign a *Sole Distributor* on all 3rd Party Venues. *3rd Party Venues* for the sake of this policy, are described as websites and or other avenues of sales in which a *Distributor* uses a 3rd Party website to sell KBT's product. Examples of *3rd Party Venues* are websites such as, but not limited to, Amazon, Ebay, Walmart etc.

If KBT determines there is a violation of the then enforce *3rd Party Venue Policy*, KBT may without assuming any liability, take such action as it





deems appropriate. Such actions may include but not be limited to revoking any *Authorized Dealer* status, canceling of all orders and indefinitely refusing to accept new orders from the violator, as well as from any *Authorized Dealer* who is supplying the violator.