

Minimum Advertised Pricing Policy/Agreement

Effective January 1, 2021, a Minimum Advertised Price (MAP) on all Socket Roll (SR) branded products made by CAY Industries (CI) will be in effect. International accounts must reflect pricing as translated into their local currency.

CAY Industries and Socket Roll are building a brand of strong recognition, durable material, high quality and a high perceived value. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the CAY Industries brand and its products, to be specific Socket Roll. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if CAY Industries agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any CI product shall not be less than 15% below the current Manufacturer's Suggested Retail Price (MSRP) as published on the SR Price File unless otherwise noted and informed. MAP pricing is established by CI and may be adjusted by CI at its sole discretion.
- 2) The MAP policy applies to all advertisements of CI products, specifically SR, in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- 3) The inclusion in advertising of free or discounted products (whether made by CI or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- 4) If pricing is displayed in other than a brick-and-mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is **prohibited**.
- 5) MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. CI dealers and sales representatives remain free to sell these products at any price they choose.

- 6) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer CI products, specifically SR, at any price in excess of the MAP.
- 7) CI's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
- 8) Dealer agrees to hold all trademarks and copyrights of CI and SR as the property of CI and use advertising materials provided by CI in an authorized manner only.
- 9) Intentional or repeated failure to abide by this policy will result in termination of retailer or sales representatives. CI does not intend to do business with retailers or sales representatives who degrade the image of CI and its products. It is CI's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 10) E-Bay, Amazon and Other Auction Web Sites Policy: Due to the vast increase in copycats and IP theft, CI **does not authorize** the sale of CI products, specifically SR, on these platforms.
- 11) Negotiated Contracts: From time to time it may be explicitly approved by CI in writing to sell certain CI products, specifically SR, at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by CI.
- 12) CI may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. CI will send out a notice in advance with details of the special.
- 13) Sales representatives of CI products will supply a copy of the SR MAP policy to any new or existing reseller to be filled out, acknowledged and returned to CI. This form shall be signed and returned to CI and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

MAP Agreement Confirmation

This MAP policy has been established by CAY Industries (CI) to help ensure the legacy of CI and Socket Roll (SR) as a top producer of portable socket storage and to protect 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 CI/SR 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.

Agreed to by:

Company name: _____

Any and all other names by which this company operates:

Principal name printed: _____

Principal Signature: _____

Date signed: _____

Dealer Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Website URL: _____

If in agreement with this policy then please fill out the requested information and sign it. You may scan the 3rd page and email to: cayindustries@gmail.com

IMPORTANT: As of January 1st 2021, no shipments will be made to any wholesaler or distributor without having completed this form and returning it to CAY Industries.