

Minimum Advertised Price Policy Highlights

*This overview is intended to highlight key parts of the Minimum Advertised Price (MAP) Policy. It does not supplant the MAP Policy as it applies to all Progress Mfg. Inc. Authorized Sellers. This Minimum Advertised Price policy will be effective **Monday, December 3, 2018.***

Description

A unilateral United States Minimum Advertised Price Policy that applies to the advertisement for sale in the United States of America of certain Progress Mfg. Inc. products from “resellers” to end user customers. While resellers remain free to sell Progress Mfg. Inc. products at any price they deem appropriate, it is a violation of this policy for a reseller to *advertise* any Progress Mfg. Inc. product at a price lower than the MAP price for that product.

Key Parts of the MAP Policy

Progress Mfg. Inc. will make the MAP policy and MAP pricing available to Authorized Customers on a designated website. *All Authorized Progress Mfg. Inc. Customers are responsible for regularly monitoring this website for updates.* The designated website is located at this address: <https://bpp.progressmfg.com/>

Violation of this MAP policy includes advertisement of pricing for Progress Mfg. Inc. products such as

- Offering coupons, discounts, rebates, or other inducements at a price lower than MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to Progress Mfg. Inc. products.
- Bundling Progress Mfg. Inc. products with other products or services in a manner that results in below-MAP pricing for the bundled Progress Mfg. Inc. product.
- **“Advertise” or “advertisement”** in this policy includes all promotional or pricing information displayed via any type of media including website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage, and any other marketing or promotional materials, whether provided online or through broadcast or other media.
- **Direct or indirect attempts to circumvent this MAP policy also violate this policy.** However, it is *not* a violation to advertise that a customer may “call for price” or “email for price” as long as no price is listed and no automated call or “bounce back” email is used in response.
- Progress Mfg. Inc. will take the following actions against any reseller that **fails to comply** with this MAP policy:
 - For a reseller’s **first violation** of the Policy, Progress Mfg. Inc. will provide a written notice to the reseller regarding the violation.
 - For a reseller’s **second violation** of the Policy during a 12-month period, Progress Mfg. Inc. will place the account on shipping hold for thirty (30) days.
 - For a reseller’s **third violation** of the Policy during a 12-month period, Progress Mfg. Inc. will place the account on shipping hold for ninety (90) days.
 - For a reseller’s **fourth violation** of the Policy during a 12-month period, Progress Mfg. Inc. will terminate its business relationship with the reseller.