



## MINIMUM ADVERTISED PRICE POLICY

**Overview** - We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, Amantii has unilaterally maintained a Minimum Advertised Price ("MAP") Policy.

### **i. Amantii / Sierra Flame / Canned Heat MAP Policy Guidelines for Amantii / Sierra Flame Products**

The Minimum Advertised Price ("MAP") is the minimum price a product can be advertised for at the consumer level. MAP pricing for all Amantii / Sierra Flame products can be found on your current price list. All advertised prices must be at or above MAP for all Amantii / Sierra Flame products if a MAP price has been established by Amantii / Sierra Flame. 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 Amantii / Sierra Flame MAP 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. Amantii / Sierra Flame /Canned Heat MAP policy is for all Amantii / Sierra Flame 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, & any flyers, posters or coupons.

From time to time, Amantii / Sierra Flame /Canned Heat may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, Amantii / Sierra Flame /Canned Heat 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.

### **ii. Pricing Statements**

Amantii / Sierra Flame / Canned Heat MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."

### **iii. Free Offers Associated with Amantii / Sierra Flame Products**

Also permitted under the MAP Policy is Free Shipping, Free Installation, We Pay the Tax, Gift with Purchase, discounts applied at checkout to the entire order for "frequent shoppers" is not a violation of the MAP policy, so long as the price is not listed.

### **iv. All Amantii / Sierra Flame Products Price Matching Policies**

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Amantii / Sierra Flame / Canned Heat's MAP Policy. Advertised price must always be at MAP or higher.

### **v. Failure to Comply with the MAP Policy**

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

ct to the affected products for a specified period of time by providing advance notice to all resellers of such changes.



**vi. Amantii / Sierra Flame/Canned Heat will utilize the following steps to resolve MAP violations:**

1. Any and all dealers selling Amantii/Sierra Flame products which have not signed an Amantii/Sierra Flame products MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of Amantii/Sierra Flame products are required to provide a signed MAP agreement from any dealer selling Amantii/Sierra Flame 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.
  - 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.
  - Second Violation: Authorized Reseller’s account will be put on hold for 30 days.
  - Third Violation: Authorized Reseller’s account will be put on hold for 180 days. After this duration, Amantii/Sierra Flame/Canned Heat will review and determine if account is to be reinstated.
  - Fourth Violation: Should Amantii/Sierra Flame / Canned Heat decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

Amantii / Sierra Flame / Canned Heat will issue new price list at least once every year. Pricing must be updated immediately upon receipt. Pricing is subject to change without notification.

This Amantii / Sierra Flame / Canned Heat MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_/\_\_\_\_/\_\_\_\_\_, by and between, Amantii / Sierra Flame / Canned Heat and \_\_\_\_\_

Amantii / Sierra Flame / Canned Heat 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 Amantii / Sierra Flame 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 agreement.

Thank you for your prompt attention to this matter, and your continued support for Amantii / Sierra Flame / Canned Heat.

**Authorized Reseller**

Company Name

City

State

Zip

Web URL

First Name

Last Name

Email

Phone

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**