



“Precision Tools for Professional Results”



Minimum Advertised Price Policy (MAPP)

Revised: 1/1/2017

Big Gator Tools (BGT) is working hard to ensure that all distributors provide consumers of BGT the service, knowledge and support necessary to maintain a high level of customer satisfaction and brand recognition. Certain types of advertising can adversely affect brand recognition and customer satisfaction. Misdirected advertising can be damaging to the standards and reputation BGT strives to maintain. Therefore effective 12/07/2011, BGT is establishing a Minimum Advertised Price Policy (MAPP). **Update (1/1/17): Due to the continual breakage of MAPP with Amazon, Big Gator Tools is banning all distributors from *directly* selling to Amazon.**

MAPP Objectives:

1. Ensure our distributor relationships are consistent through all distribution channels.
2. Maintain proper position in the marketplace through all distribution channels.

Minimum Advertised Price Policy (MAPP)

1. Distributors may advertise BGT products at or above a Minimum Advertised Price (MAP) calculated using current and future list price sheets provided by BGT. The maximum allowable MAP is equal to BGT List price (X) ninety percent (90%). Advertising with a MAP exceeding 10% off of current or future list pricing provided by BGT violates this MAPP agreement. Example: BGT list \$100.00 x 90% = \$90.00. MAP is \$90.00 for this example. Any advertised price under \$90.00 is considered an infraction to the MAPP.
2. “Advertising” means any printed publication, hardcopy and electronic, which may include but is not limited to newspapers, magazines, catalogs, brochures, direct mail, retail flyers, television, radio, E-commerce, distributor internet sites or any other method which publically displays pricing of the BGT line for consumer comparison.
3. Any advertised price of a BGT with a “strike through” of the MAP price is not considered a proper display of the MAP. Any advertised price of a BGT with discounts such as coupons, free accessories, free tools, free shipping, etc. resulting in an effective advertised price less than the MAP constitutes a violation of the MAPP.
4. A distributor who advertises bundles of products, which include BGT products, must advertise the price or value of the BGT products separately at or above MAP if bundled products are listed and priced individually.
5. The MAPP applies only to distributor’s advertised prices, not actual sale prices. Distributors are free to sell BGT products at the price they choose.

Big Gator Tools Policies for Noncompliance of MAPP Infraction(s)

1. First infraction: A written or email warning along with copy of the MAPP will be sent to a distributor’s authorized agent by BGT.
2. Second infraction: A written notification will be sent to a distributor’s authorized agent by BGT by USPS Certified Return Mail informing the distributor their account is suspended until MAPP infringement(s) is/are corrected. Distributors will have 10 days to comply.
3. Third infraction: If distributor does not cure MAPP guidelines infraction(s) in 10 days or reach a mutual settlement in writing with BGT, the distributor’s account will be terminated. BGT will notify the distributor of their termination initially through email and then by USPS mail.