



PATRIOT ORDNANCE FACTORY, INC.  
23011 N 16<sup>th</sup> LN – Phoenix, Arizona 85027 – 623-561-9572

---

### **Minimum Advertised Pricing (MAP) Policy**

Patriot Ordnance Factory (POF) has worked hard to ensure that all (“Dealers”) provide end consumers of POF products with the kind of advise, service, knowledge, and support necessary to maintain the high level of customer satisfaction developed over the years. POF has concluded that certain types of advertising can affect our goodwill and is damaging to the standards and reputation that POF products have achieved. Therefore, POF is establishing a Minimum Advertised Price (“MAP”) policy.

#### **Objectives:**

1. To ensure that our dealer-product relationships are consistent and value based.
2. To maintain the proper positioning of POF products in the marketplace.

#### **The MAP Policy:**

Dealers may advertise POF products at or above the minimum advertised price. For purposes of the MAP Policy “advertising” means any advertising through authorized media. Authorized media consists of (but not limited to) billboards, newspapers, magazines, catalogs, brochures, direct mail, retail flyers, television, radio, e-commerce, and dealer internet sites or any other method which uses the hypertext transfer protocol (“http”) or any internal link to a web based shopping cart is considered advertising for the purposes of this policy. If a Dealer fails to follow this policy on all advertising through authorized media, it will constitute a violation of the MAP Policy.

By offering POF products for sale, Dealer agrees to advertise at MAP or above. All advertising of POF products that includes pricing should adhere to the attached price list as a “minimum” advertised price.

If the Dealer wishes to sell POF through online sites that allow “add to cart pricing”, the “add to cart price” cannot be below MAP price for that product. If a Dealer fails to follow this “add to cart” policy, it will constitute a violation of the MAP Policy.

If the Dealer wishes to sell POF products through online auction sites that allow customers to bid on the product, the “minimum bid” and “starting bid” cannot be below MAP price for that product. POF products cannot be sold on these auction sites with “no reserve.” If a Dealer fails to follow this online policy, it will constitute a violation of the MAP Policy.

Any price with a “strike through” treatment is not considered a proper display of the MAP or higher price. Any advertised price, discounts such as coupons, or free accessories resulting in an effective advertised price for POF products at less than the MAP will constitute a violation of the MAP Policy.

The MAP Policy applies only to the dealer’s advertised prices, not **selling** prices. Dealers are free to sell POF products at whatever price they choose. The attached price list is a guideline **ONLY** and in no way represents an attempt by POF to regulate or dictate the actual sales price of any POF products. The actual sales price of all products is determined solely by the Dealer.

POF will monitor compliance with this policy. In the event that a Dealer cannot or will not follow the MAP guidelines, POF shall give the Dealer one warning that they are in violation of the MAP policy. If the Dealer violates MAP policy a second time, the Dealer will not be able to order POF products at their current pricing for a period of 90 days. Dealer can still purchase POF during this period but it will be at a 7% increase from their normal pricing agreement. If the Dealer does not follow MAP guidelines for a third time, Dealer acknowledges that it is **THEIR** determination that they no longer wish to sell POF products and that said Dealer will cease to order products from POF. Any further purchase orders received by POF for said Dealer will be considered to be “mistakes” or “accidental” and will be returned to Dealer with an explanation that the purchase cannot be honored due to the Dealer’s determination that they no longer wish to offer POF products as demonstrated by the Dealer’s inability or unwillingness to implement the “Minimum Advertised Price”.

POF Distributors will also be notified that the Dealer is on a “no sell list” due to the Dealers decision that they no longer wish to sell POF products.

POF reserves the right, at its own discretion, to stop supplying product to any dealer found to be in violation of the MAP Policy at any time.

If a dealer has any questions about whether a planned advertisement complies with this policy please contact Patriot Ordnance Factory, Inc. at (623)-561-9572 for guidance.

We appreciate your business and look forward to working with you in the future.



Dealer Signature\_\_\_\_\_