

RK / EXCEL AMERICA
2645 VISTA PACIFIC DR
OCEANSIDE, CA 92056

03/16/17

2017 RKEA Minimum Advertised Price Policy (MAP)

RK Excel America (RKEA) actively supports the advertising and promotion of its products by its domestic dealers and sales representatives through materials provided by RKEA at no or nominal cost.

Effective February 1, 2016, A new Minimum Advertised Price (**MAP**) on all RKEA products will be in effect. This policy applies only to US and Canadian dealers and sales representatives. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support. We greatly appreciate the efforts of all resellers to distribute our products and support their customers.

The MAP policy shall work under the following guidelines:

1. The MAP for all RKEA products is as listed below. MAP pricing is established by RKEA and may be adjusted by RKEA at its sole discretion.
 - 1.1. All RK MAX Chain (MAX "O", MAX "X," MAX "Z", and all related connecting links) are allowed **0%** less than the published MSRP provided in the RK Excel America Retail Price List.
 - 1.2. All RK Chain, RK Chain and Sprocket Kits, RK Sprockets, RK Chain Tools, Excel Rims, Excel Spokes, Excel Pro Series G2 Wheelsets, Excel Spoke Wrench Kits, Notako Rims, Notako Spokes are allowed **at no more than 10%** less than the published MSRP provided in the RK Excel America Retail Price List.

RKEA will aggressively protect all products within boundaries of this policy

2. The MAP policy applies to all advertisements of RKEA products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet (**including social media**) or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
3. The inclusion in advertising of free or discounted products (whether made by RKEA 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. Any "Storewide Sale" promotions will not be considered in violation of the RKEA MAP Policy, under the guidelines that nothing from the RKEA products defined in paragraph (2.) are displayed or mentioned within the context of the "Storewide Sale" promotional advertising.

4. If pricing is displayed, 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.** RKEA distributors and sales representatives remain free to sell these products at any prices they choose.
6. Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price", "we will match any price", "call for price" or phrases of similar import are acceptable as long as the price advertised or listed for the products is not less than . In addition, discounts applied at checkout to the entire order based on a customers purchasing history with the Reseller, such as discounts for "frequent shoppers", do not violate this MAP Policy.
7. MAP does not establish maximum advertised prices. All dealers and sale representatives may offer RKEA products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
8. Dealer agrees to hold all trademarks of RK Excel America as the property of RK Excel America and use advertising materials provided by RK Excel America in an authorized manner only.
9. Intentional and/or repeated failure to abide by this policy will result in termination of your account and your ability to purchase any and/or all RKEA products. RKEA does not intend to do business with dealers or sales representatives who degrade the image of RKEA and its products. RKEA will not provide prior notice or issue warnings before taking any action under this policy. RKEA will not continue to do business with Resellers who continue to devalue the brands image by selling below MAP pricing.
10. Occasionally RKEA may choose to offer incentive programs or promotions on products or product lines. In the occurrence of these decisions, RKEA reserves the right to modify or suspend the MAP policy completely or partially during the duration of such an event. RKEA reserves the right to modify MSRP at its sole discretion. Changes such as these shall apply to all Resellers as well
11. This MAP Policy is solely within RKEA discretion and authority acting through the duly authorized managers of RKEA. Only an employee or sales representative of RKEA has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. **All questions about RK CHAIN MAP Policy should be in writing and** directed via U.S. Mail to Cole Anderson "RK Chain Sales Supervisor", RKEA 2645 Vista Pacific Dr. Oceanside, CA or via e-mail to cole@rkexcelamerica.com who will respond only in writing. No oral communications about this MAP Policy will be entertained. **All questions**

about EXCEL RIM MAP Policy should be in writing and directed via U.S. Mail to Farrah Bauer “Excel Sales Manager”, RKEA 2645 Vista Pacific Dr. Oceanside, CA or via e-mail to Farrah@rkexcelamerica.com who will respond only in writing. No oral communications about this MAP Policy will be entertained. The Management Group shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by RKEA under this MAP Policy shall be without liability to RKEA.

12. This MAP policy has been established by RKEA to help ensure the reputation of RKEA as a top producer of high performance, high quality, products 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 RKEA customers.
13. 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.

Distributors of RKEA products will supply a copy of the RKEA MAP policy to any new or existing reseller to be filled out, acknowledged and returned to RKEA This form shall be signed and returned to RKEA and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.