



IR Minimum Advertised Pricing (MAP) Policy

Industrial Revolution, Inc. (IR) believes in maintaining a well regulated and fair marketplace for all its authorized resellers. At its sole discretion, IR reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

General Guidelines

1. The products covered by this policy are listed in our current price list which can be delivered upon request. IR may in its sole discretion modify this list from time to time. Promotional items, closeouts, discontinued products and refurbished items are not subject to MAP pricing provided advertising clearly identifies the status of such items.
2. IR recognizes that dealers are free to make their own decisions to advertise and sell any IR product at any price they choose, without consulting or advising IR. Similarly, IR will exercise its right to make its own decisions regarding the IR Authorized Reseller Program (“IARP”), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.

Advertising Guidelines

1. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
2. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
3. Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.
4. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to IR Products, so long as no price is listed.



5. This MAP Policy also applies to any activity which IR determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'group purchases' and the like.
6. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
7. From time to time, IR may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, IR reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

Bundling Guidelines

1. "Bundling" or advertising IR products for sale together with other products will violate this MAP Policy when:
 - the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
 - the product(s) bundled with MAP Products violate IR's Intellectual Property rights; or
 - the product(s) bundled with MAP Products violate the IR Trademark and Brand Policy; or
 - the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
 - the effective or stated discount is greater than 15% of the highest priced item in the bundle.
2. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:
 - technically incompatible; or
 - in the case of memory storage products, be of a speed or class that is likely to result in a degradation of quality or performance of the associated MAP Product(s); or
 - in the case of non-memory storage products, create or encourage additional risk of damage, bodily injury, or death to the customer if used together.
3. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
 - the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
 - the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
4. Rebate programs from IR, whether on MAP Products or IR's partners' products are exempt from this policy.



Policy Enforcement

1. Written notification of MAP violations will be provided to violator with a determined amount of time to correct the infraction. If the violation is not resolved the violator will be at risk of losing their dealership with IR or resale privileges.
2. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then IR will consider this to be a violation by the dealer.
3. IR reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if IR reasonably believes:
 - a dealer has violated the provisions of this policy; or
 - a dealer intends to violate this policy.
4. IR's Sales Department is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
5. Waivers to this MAP Policy may be granted in IR's sole discretion by the IR Sales Department in writing. IR Marketing, external sales representatives, sales contractors or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the Sales Department authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
6. IR monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any IR investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a IR MAP Policy investigation is a violation of this MAP Policy.
7. The MAP Policy will be enforced by IR in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy but agree to follow MAP guidelines. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: compliance@industrialrev.com

IR Sales Management