

Intermatic MAP Policy

Introduction:

Intermatic has adopted the following Minimum Advertised Price (“MAP”) Policy, which is applicable to all U.S. Intermatic dealers, sales representatives, distributors, retailers, and resellers, otherwise referred to as “Sellers”. Intermatic has adopted this MAP Policy in order to promote the quality of Intermatic branded products, preserve individual pricing decisions, and maintain a fair business environment for all Sellers. The MAP Policy will allow us to continue providing the highest quality products and service to our customers and Sellers.

Minimum Advertised Price Guideline:

The current product catalogue and listing of products are published in the Intermatic pricelist and on our approved distributor online portal. The pricelist may be changed from time to time at the sole discretion of Intermatic. Intermatic Sellers are responsible for remaining current with MAP policy, products and pricing. Any advertisement below the MAP will be a violation of the policy.

Policy Coverage for Online Sales:

This MAP policy also covers all Intermatic Sellers that retail online. Retailers remain free to establish their own resale prices. Intermatic will, without assuming any liability, unilaterally determine whether a retailer has failed to adhere to this MAP policy. Intermatic will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any seller. Intermatic neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in the MAP policy or in any other contract or agreement with Intermatic shall constitute an agreement between Intermatic and retailer that the retailer will comply with this MAP policy.

MAP Policy Guidelines:

The MAP policy shall work under the following guidelines:

1. The MAP policy for Intermatic products shall be published on the Intermatic website. MAP Pricing for designated products will be included in the Intermatic Product Price list for approved distributors and will be available through the Intermatic Distributor Portal and their Intermatic sales representative. MAP pricing is established by Intermatic and may be modified by Intermatic at its sole discretion.
2. The MAP policy applies to all advertisements of Intermatic products in any and all media, including, but not limited to, posters, flyers, mailers, coupons, newspapers, magazines, inserts, catalogs, mail order catalogs, email newsletters, email solicitations, Internet 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 customers.
3. “Bundling” or the inclusion in advertising of free or discounted products (whether made by Intermatic 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 covered product below the MAP.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.

5. Pricing listed on an internet site is considered an “advertised price” and must adhere to the MAP policy. Once the pricing is associated with an actual purchase (an internet order), the price becomes the selling price and is not bound by this MAP policy. Statements such as “we will match any price” and “call for price” are acceptable. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
6. The MAP policy 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 location, over the telephone, or through a “bid” process. Sellers of Intermatic remain free to sell these products at any prices they elect.
7. The MAP policy does not establish maximum advertised prices. All Sellers may offer Intermatic’s products at any price in excess of the MAP established for such product.
8. The MAP policy does not in any way limit the ability of any Seller to advertise that “they have the lowest prices”, they “will meet or beat any competitor’s price”, that users of the product should “call for a price”, or phrases of similar import as long as the price advertised or listed for the products is not less than the MAP.
9. From time to time Intermatic may discontinue models or engage in promotions with respect to certain products or engage in the sale of “close out” products and/or clearance inventory. In such events, Intermatic reserves the right to modify or suspend the MAP policy with respect to the affected products by notifying Sellers of such change. Intermatic further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion.
10. In the event a Seller chooses not to follow the MAP policy, sanctions may be unilaterally imposed by Intermatic in its sole discretion. Intentional and/or repeated failure to abide by this MAP policy may result in termination of business relationship, dealership or distributorship. Intermatic does not intend to do business with Sellers who compromise the perceived value of Intermatic and its products. **Intermatic will not provide prior notice or issue warnings before taking action under this policy.**
11. Intermatic may monitor the advertised price of Sellers, either directly or via the use of third party agencies. Intermatic reserves the right, in its unilateral discretion, to take appropriate action with any Seller that violates the MAP policy. Intermatic will enforce the MAP policy in its sole discretion; therefore, no Seller has any right to rely on the continued existence of the MAP policy or any effort by Intermatic to enforce the MAP policy.
12. Sellers are expected to provide reasonable cooperation in any Intermatic investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with an Intermatic MAP Policy investigation is a violation of this MAP Policy.
13. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers, distributors or resellers regarding the policy and receiving any communication regarding sanctions imposed under this MAP policy. **INTERMATIC SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY.** Therefore, all questions or comments regarding this MAP policy are to be directed to Jeanne Stark, VP of Marketing at Intermatic Inc., 7777 Winn Road, Spring Grove, IL 60081. Email at MAPadmin@intermatic.com.
14. This MAP policy has been unilaterally established by Intermatic to help ensure the legacy of Intermatic as a top producer of high performance, high quality, professional controls and power protection devices and to protect the reputation of its name and products/services. The MAP policy is also designed to ensure Sellers have the incentive to invest resources into services for Intermatic’s customers.

Intermatic reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications are at the sole discretion of Intermatic. Questions can be directed to MAPAdmin@intermatic.com.