



2621 West Highway 12, Lodi, CA 95242. United States of America (800) 735-4691

**Auromere, Inc.
Minimum Advertised Price (“MAP”) Policy
Updated March 22, 2021**

Auromere relies upon its network of distributors, brokers and retailers to purchase, distribute, market and sell Auromere Products (“Products”). Auromere has developed this unilateral Minimum Advertised Price (“MAP”) Policy (“Policy”) to support brand value, retailer confidence and consumer service and satisfaction. Accordingly, all sales of Products through retail outlets, the Internet or otherwise are subject to this Policy. By purchasing, otherwise acquiring, holding for sale or selling to end consumers Products, each person or entity by such action voluntarily acknowledges receipt, understanding and intent to comply with the terms and conditions of this Policy. Auromere reserves the right to update this Policy at any time upon reasonable notice and posting of such updated Policy on its website and/or distribution in writing to brokers, dealers and retailers.

- 1. Authorized Retailers.** An Auromere authorized retailer (“Retailer”) includes any person or entity who or which obtains Products for resale through established and approved distributor and broker channels. Retailers agree to follow this Policy when advertising Products for sale to end customers. Unauthorized retailers have no rights to sell Products under any circumstance.
- 2. MAP Policy.** Retailers may freely establish their own resale prices and sell Products at any price in their sole discretion; however, Products may not be advertised, either expressly or by implication, at a price less than the MAP published by Auromere unless expressly stated otherwise below. MAP applies to advertising of Products in any and all media, including but not limited to;
 - print ads (inserts, magazines, newspapers, etc.),
 - broadcast (radio, TV, instant messaging),
 - catalogs and other direct mail, outdoor (billboards, banners, etc.), and
 - Internet or similar electronic media (websites, banners ads, broadcast emails, mobile phone messaging, destination pages, etc.).

Any price information related to Products on any Internet website which can be accessed directly through any hypertext link or by any other method which uses http or other protocol is considered to be advertising for purposes of this Policy. MAP applies to all websites and other Internet reference sites, either expressed or implied, except for references contained solely on invoices or final website checkout shopping cart displays showing purchases by end consumers at the end of the purchase process online.

This Policy does not in any way limit the ability of any Retailer to advertise generally that it “has the lowest prices,” “will meet or beat any competitor’s price,” that end consumer should “call for a price” or similar general statements as long as Products are not advertised, either expressly or by implication, at a price less than MAP. Examples of advertising that expresses or implies a price below MAP, and therefore in violation of MAP, are: “free” or “discounted” products where shipping and handling are extra and make up for the advertised price discount, advertising terms such as “priced too low to show,” “prices so low we can’t publish them,” “instant rebates,” strike through type over MAP listings, and use of promotional codes or coupons which result in a price displayed other than at final checkout below MAP.

MAP does not apply to prices displayed by distributors to wholesale customers or displayed or published, other than on the Internet, by non-Internet retailers relating to sales at any physical retail location where individual end consumers can physically buy and take immediate delivery of Products.

3. Enforcement. Auomere may, without assuming any liability, cancel all orders, indefinitely refuse to accept any new orders, advise any distributor to refuse any order from any Retailer and/or terminate any relationship with any Retailer immediately following verification that such Retailer has advertised or offered any Product at a price less than the MAP. In determining the price at which Products are or were advertised, the value of any “free” or “discounted” product, free shipping, other items provided with the purchase, coupons or rebates may be considered.

From time to time, Auomere may suspend MAP in its sole discretion upon published notice to Retailers for any purpose. Auomere expressly reserves the right to advertise its own products directly to consumers at any price at any time in its sole discretion to assist with cash flow, inventory control or any other company need.

4. Unilateral Policy. This Policy is not an agreement or an offer to form an agreement with any Retailer, it simply describes unilateral conditions under which Auomere may, in its sole discretion, choose to supply or sell Products to Retailers. Each Retailer is free to independently decide whether or not to follow this Policy. Any questions regarding this Policy should be directed to Nick Rytlewski at nick@auomere.com or (800) 735-4691.

5. MAP Product List. Auomere reserves the right to change and modify MAP and the Auomere MAP Product List, which is provided for illustration purposes only, and the MAP of any individual item at any time in its sole discretion to be effective immediately upon publication on Auomere’s web site or through delivery of written notification to Retailers.