



2019 Dee Zee MAP Policy
(Minimum Advertised Price)
Effective January 1, 2019

Dee Zee, Inc. Minimum Advertised Pricing (MAP) Policy

Dee Zee, Inc. (**Dee Zee**), which is based out of Des Moines, Iowa, manufactures high quality aftermarket truck accessories. In order to preserve the brand integrity and value while upholding competitiveness in the marketplace, Dee Zee is unilaterally instituting a Minimum Advertised Price Policy (**MAP Policy**). Dee Zee recognizes, and this MAP Policy reflects, the value of a network of authorized distributors and resellers that will dedicate the resources and provide the services to support and promote Dee Zee's products. This MAP Policy applies to all United States and Canadian distributors and resellers of Dee Zee's products (**Authorized Resellers**). The decision by an Authorized Reseller to comply with this MAP Policy is within such Authorized Reseller's sole discretion. Each Authorized Reseller is free to independently to decide whether or not to comply with this MAP Policy. Failure to comply, however, will result in certain actions being taken by Dee Zee as provided in this MAP Policy.

Minimum Advertised Pricing (**MAP**) applies collectively to all Authorized Resellers who resell Dee Zee's products to end-users. Dee Zee does not ask for, nor will it accept, any assurance of compliance or agreement from an Authorized Reseller regarding this MAP Policy, nor will Dee Zee discuss any conditions of acceptance related to this MAP Policy. Neither Dee Zee nor any of its agents will solicit or accept any agreement by an Authorized Reseller to comply with this MAP Policy. Notwithstanding anything to the contrary that may be expressed or implied in or by one or more agreements between an Authorized Reseller and Dee Zee, nothing in those agreements shall constitute an agreement by such Authorized Reseller to comply with this MAP Policy.

Dee Zee actively supports the advertising and promotion of its products by all Dee Zee resellers, direct and non-direct. Dee Zee has determined that it will not support through advertising or promotional materials (which includes granting Authorized Resellers the ability to utilize the Dee Zee name, logos, images, trademarks, part numbers, descriptions, specifications, marketing copy, application data, or any other Dee Zee materials) Authorized Resellers whose advertisements or promotional materials have the effect of diminishing or detracting from the perceived value of Dee Zee's products.

This MAP Policy will apply to new products and product lines displayed in Dee Zee's Full Line Product Catalog, as updated from time to time. Dee Zee has the right to add

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new and existing products to its MAP Policy product list at any time with a 30 day notice of said additions to its Authorized Resellers.

MAP Specifications

Dee Zee greatly values the efforts of all resellers to distribute Dee Zee's products and this MAP Policy shall apply under the following guidelines:

Dee Zee products are required to be advertised equal to or above the corresponding MAP listing. Active products exclusively listed on the MAP listing are to maintain advertised price levels not less than 10% below established Jobber pricing. The MAP Policy is not applicable to any in-store advertising that is not distributed to consumers outside the store, offers to sell over the telephone, or final sale prices first disclosed to consumers in "shopping cars" in web based sales.

MAP also applies to all advertisements of Dee Zee's products in media venues, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, email newsletters, Internet ads, television, and radio spots. Strike-through advertised pricing or any discount advertised pricing below MAP is prohibited. Advertised use of auctions and applying shipping rates to lower the price are not acceptable. The inclusion in advertising of free or discounted products (whether made by Dee Zee or another manufacturer) with a product covered by the MAP Policy is contrary to the MAP Policy if it has the effect of discounting the advertised price of the applicable product below the MAP.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold. This MAP Policy does not in any way limit the ability of any Authorized Reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers 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.

MAP Pricing

Dee Zee will publish MAP on its website and it is the responsibility of Authorized Resellers to comply with all advertised pricing in accordance with this MAP Policy. Dee Zee reserves the right to amend this MAP Policy and adjust MAP at any time within its sole discretion. Such changes will apply to all Authorized Resellers equally. All Authorized Resellers are expected to conform to changes within five (5) business days of the change.

Non-Compliance

Dee Zee's products are monitored by Bridge Below Retail Monitoring, <https://bridgebelow.com/>, (**Bridge Below**) to actively locate Authorized Resellers that are in violation of the established MAP pricing. As a third party monitoring group, Bridge

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Below will be directly involved in monitoring non-compliance of this MAP Policy by Authorized Resellers.

Authorized Resellers found to be in non-compliance with the above MAP standards will be notified to conform to this MAP Policy within five (5) business days. Continued non-compliance with respect to this MAP Policy will include suspension of the non-complying Authorized Reseller of all Dee Zee intellectual property usage rights and any marketing funding provided by Dee Zee to such non-complying Authorized Reseller until such non-complying Authorized Reseller is in compliance with this MAP Policy. Repeated failure to abide by this MAP Policy by an Authorized Reseller may result in the non-complying Authorized Reseller not being eligible for discounts or account termination.

Dee Zee is committed to upholding brand value across all selling markets. This MAP Policy is designed to protect the reputation of Dee Zee's name and its products, and to ensure resellers have the incentive to invest resources into services for Dee Zee customers.

Do Not Sell Lists

Dee Zee will publish a "Do Not Sell" list of known MAP violators. Authorized Resellers who do not abide by the "Do Not Sell" list will be placed on the "Do Not Sell List" and will be ineligible for Dee Zee marketing support and will lose intellectual property usage rights and any marketing funding allowance provided by Dee Zee. If a Reseller, including an Authorized Reseller, still has access to products from an Authorized Reseller after being placed on the "Do Not Sell" list, Dee Zee may reject future purchase orders from the Authorized Reseller who supplies Dee Zee's products to the reseller on the "Do Not Sell" List. Dee Zee does not intend to do business with Authorized Resellers who degrade the image of Dee Zee and its products.

Failure to Comply

Violations by an Authorized Reseller of this MAP Policy must be corrected within 24 hours of notification from Dee Zee and/or Bridge Below. Dee Zee, within its sole discretion, may decide to waive or defer any action to enforce MAP Policy violations of an Authorized Reseller. In general, violations of this MAP Policy will be addressed as follows:

- a. First Violation: Sales by Dee Zee of its products to the applicable Authorized Reseller will temporarily be suspended and a written warning will be provided to the non-complying Authorized Reseller. Such Authorized Reseller will have five (5) business days to correct its violation. Upon correction, sales of Dee Zee's products to such Authorized Reseller will no longer be suspended as a result of the violation.
- b. Second Violation: Sales by Dee Zee of its products to the applicable Authorized Reseller will be temporarily suspended and a written warning will be provided.

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Such Authorized Reseller will have five (5) business days to correct its violation. Additional consequences may be implemented by Dee Zee, within its sole discretion, including, but not limited to, refusal to extend price discounts on new orders, revocation of advertising support, and forfeiture of incentives and promotional funds.

- c. Third Violation: The applicable Authorized Reseller's account will be put on Dee Zee's "Do Not Sell" list. Dee Zee will suspend sales of Dee Zee's products to non-complying Authorized Resellers for a 180 day probation period. This MAP Policy must be adhered to during the 180 day probation period. Dee Zee will review and determine within its sole discretion, whether Dee Zee will recommence sales to such Authorized Resellers following the end of the 180 day probation period.

MAP Policy Coordinator

The only Dee Zee representative authorized to answer questions regarding this MAP Policy and to comment on it, and to whom all questions regarding the Policy or its implementation must be addressed, is Dee Zee's MAP Coordinator: Denise Waddingham, dwaddingham@deezee.com, 800-779-2102 ext. 1353. No other Dee Zee employee or agent is authorized to discuss this MAP Policy. No Dee Zee representative or employee has authority to modify or alter this MAP Policy. Should you learn of any modification or alteration of this MAP Policy or an attempt to do so, please immediately notify the MAP Coordinator identified above.

(Attachment)

**Dee Zee, Inc.
P.O. Box 3090
Des Moines, IA 50316**

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