



Minimum Advertised Price Policy (MAP)

Pawz Dog Boots, LLC (2022)

We recognize that our high-quality dealers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our resellers' efforts, Pawz Dog Boots, LLC, (Pawz) wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people expect from Pawz dealers.

To protect the investment of our high-quality dealers and Pawz's brand reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP Policy"). Pawz established this MAP Policy due to the fact that reseller advertising and sales practices that promote Pawz products primarily on the basis of price could be detrimental to resellers' service and support efforts and Pawz's competitive position. Such activities can be harmful to Pawz's brand, reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. Pawz believes that these practices are unfair and thus discourages such efforts.

Pawz, in its unilateral discretion, will not do business with any reseller, as to the products covered by this MAP Policy, if that reseller intentionally advertises any MAP Product below its MAP price. Pawz is confident that this program will strengthen its competitiveness and benefit all of its resellers.

Effective May 1st, 2011, a minimum advertised price (MAP) on all Pawz products will be in effect. This policy has been unilaterally adopted by Pawz Dog Boots, LLC and will be uniformly enforced.

Policy Coverage

This MAP policy covers all Pawz resellers located in the United States. Although resellers remain free to establish their own resale prices, Pawz will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise Pawz products at prices below those specified herein. Pawz will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. Pawz neither solicits, nor will it accept, any assurance of



compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Pawz shall constitute an agreement between Pawz and reseller that the reseller will comply with this MAP policy.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by Pawz Dog Boots, LLC from time to time.

Additional guidelines related to this MAP Policy are as follows:

1. Pawz reserves the right, in its unilateral discretion, to take other action with respect to any reseller that violates this MAP Policy.
2. The MAP Policy will be enforced by Pawz in its sole discretion.
3. Pawz recognizes that any authorized Pawz account can make its own decisions to advertise and sell any Pawz product at any price it chooses without consulting or advising Pawz. Pawz similarly has the right to make its own independent decision regarding product allocations and reseller participation as a member of the Pawz Authorized Reseller Program – at any time.
4. Pawz will maintain an updated “MAP Products” list of those products that will fall under this MAP Policy. Pawz reserves the right to update or modify this list at any time.
5. All Products listed will have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price”, automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, 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 reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy. This MAP Policy also applies to any activity which Pawz 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, Pawz may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Pawz 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.
8. From time to time Pawz may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that (a) the advertisement include a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturer's rebate; and (c) the "*After manufacturer's rebate" appears in the same area of the advertisement as the advertised product.
9. Where Pawz products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Pawz), it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (a) is lower than the total Minimum Advertised Price of the Pawz product or (b) violates the letter or spirit of the MAP Policy. It shall be a violation of this MAP Policy if products are bundled with or sold as part of a package that includes products not pre-approved by Pawz. Pre-approved products have been tested and approved by Pawz engineers to ensure the product is up to Pawz standards. Ask your Pawz sales representative for a list of approved products.
10. It shall be a violation of this MAP Policy to include in any advertising for Pawz Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MAP. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of a Pawz product) shall be evaluated under the same guidelines as described in Section 9 regarding product bundling. For example, a gift card redeemable on a future purchase would be considered an "other product" under Section 9. This Section 10 shall not apply to any manufacturer's rebate from Pawz on Pawz Products or its partners' products.
11. 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 Pawz Products, so long as no price is listed.
12. If a reseller with multiple store locations violates this MAP Policy at any particular store location, then Pawz will consider this to be a violation by all of the reseller's locations.
13. Pawz products must be sold directly to the end user. Any unauthorized movement of products to another Reseller, or by Reseller to another division, exporter, or another unauthorized organization is in violation of MAP Policy.



14. The internet is considered as any other medium for advertising and the same rules and violations that apply to print apply to resellers who use this electronic medium for advertising, and/or price offering or order placement. **To remain in compliance with the MAP guidelines all advertised prices should be at or above the MAP listed price prior to placement in the shopping cart or member price.**
15. Although resellers remain free to establish their own resale prices, Pawz reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following Pawz’s verification that such reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by Pawz, or if reseller has violated this policy in any other way.
16. Pawz’s sales representatives are NOT permitted to discuss this Policy or make any agreements or assurances with respect to Pawz’s Policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects the below-listed MAP Products.

Minimum Advertised Price - Pawz Dog Boots

Size	COLOR – BLACK - CAMO
Tiny	\$16.99
XX-Small	\$16.99
X-Small	\$16.99
Small	\$16.99
Medium	\$19.99
Large	\$19.99
X-Large	\$19.99

Minimum Advertised Price – Max Wax Paw Wax

Size	Price
60g	\$11.95
200g	\$19.95

Minimum Advertised Price – Sanipaw Spray and Wipes

Size	Price
Sanipaw Spray 8 oz.	\$11.99
Sanipaw Wipes 60 ct.	\$11.99



Minimum Advertised Price - 1Z Coat with Built-in Harness

Size	Price
Size 10	\$36.00
Size 12	\$38.00
Size 14	\$40.00
Size 16	\$42.00
Size 18	\$44.00

Unilateral Action.

Pawz Dog Boots, LLC is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.

Contact Information.

PAWZ SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY.

All questions or comments regarding this MAP policy are to be directed to the policy administrator at sales@pawzdogboots.com. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and receiving any communication regarding sanctions imposed under this policy.