



2500 Shadywood Rd, #700
Orono, MN 55331
phone 952-303-6173
fax 952-582-4943

Lafayette Bay Products - Spunky Pup

MAP POLICY

Spunky Pup Minimum Advertised Price Policy (MAP Policy) Introduction

The Spunky Pup line consists of highly innovative and functional pet products with unique proprietary features and benefits. The Spunky Pup branded line is recognized worldwide as some of the very best in class in our product categories. Therefore, in order to maintain the integrity of our product line, avoid depreciation of or damage to the trademark, brands or trade names under which our products are sold and to protect our network of distributors and dealers, Spunky Pup has implemented and will enforce this Minimum Advertised Price Policy.

We recognize that our success is tied to the accomplishment of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver a wonderful customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be negative to our dealer's service and support efforts. As a result, Spunky Pup has established this Minimum Advertised Price ("MAP") Policy.

The MAP Policy applies to anyone selling and listing our products online, whether a distributor, retailer or any wholesaler, (collectively, "Resellers") who re-sell Spunky Pup Products. We value the efforts of our Resellers and implements this MAP Policy to preserve its strong reputation for providing customers with the highest quality products and strong after-sales support as well as keeping the online and offline retail landscape even and competitive for both big and small retailers. The Minimum Advertised Price for each product is specified in the listing attached to this Policy.

Policy Statement:

Lafayette Bay Products -Spunky Pup, in its sole discretion, 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 that of the MAP.

June 1st, 2018

Our product warranties only will be available from authorized dealers and online retailers.

Policy Guidelines:

1. All advertisements and reselling of Spunky Pup products must be at or above the attached MAP.
2. The MAP Policy applies to all advertisements of Spunky Pup products in any and all online media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, blogs, mail order catalogs, or similar electronic media including websites, email newsletters, email solicitations, television, radio, and public signage advertising all online outlets. If pricing is displayed online, any strike-through or other alteration of the MAP is prohibited.

3. The MAP applies to all forms of online retail and online wholesale reselling, which includes but is not limited to the following: Retail and wholesale, Internet based stores, group buy, internet sites and online auctions. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price. Any type of “package deal” with other products and services (including without limitation shipping and handling) at reduced prices in which the “package deal” equals the MAP is a violation of this policy. For example, any type of “bundling” or including a free or discounted product (whether made by Spunky Pup or another manufacturer) or service with Spunky Pup product covered by this MAP Policy is a violation of this policy and is not permitted.

4. The MAP Policy does not establish maximum advertised prices. Resellers may offer Spunky Pup products at any price in excess of the MAP established for such products.

5. From time to time Spunky Pup may conduct promotions for products covered by the MAP Policy because products are being launched as ISO or a temporary promo to drive sales or a line or product may be discontinued or for any other reasons in the sole discretion of Spunky Pup. In such event, Spunky Pup reserves the right to modify or suspend the MAP with respect to the affected products by notifying its Resellers of such a change.

6. Implementation of this MAP Policy is solely Spunky Pup’s decision. No agent and or distributor and or wholesaler, has any authority to discuss or modify this policy and any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the policy, is unauthorized and invalid.

7. Spunky Pup reserves the right to update, revise, modify or discontinue its MAP Policy and pricing structure at any time with no need for prior approval from its Resellers. Any revisions or adjustments are solely at the discretion of Spunky Pup.

8. Any Reseller violating the MAP Policy will be given one warning. If the violation is not immediately remedied, the online reseller will forfeit its sales account and have any pending orders cancelled. Spunky Pup may, but is not required to, provide prior notice or issue warning before taking action under this policy.

9. Any action taken by Spunky Pup under this policy shall be without liability to Lafayette Bay Products / Spunky Pup.

10. All Distributors, Agents and Wholesalers of Spunky Pup will supply a copy of the current Spunky Pup Map Policy to all new or existing online retail Resellers.

11. Prices are subject to change at anytime. Resellers are responsible for keeping up with the latest policy and price updates.

Questions about this policy should be directed to: info@spunkypup.com