



MGP Unilateral Minimum Advertised Price Policy (UMAP©) **Revision Effective February 1, 2024**

Introduction

Marshall Genuine Products (MGP Caliper Covers®, “MGP”) is elevating the way customers take their aftermarket wheel accessories to heightened customer experiences. At MGP, we enable car enthusiasts and individuals who have a vehicle to upgrade their ride. Our customer base is passionate about their cars and embodies the attributes of an upgrade. MGP fully understands and recognizes that success is tied to our network of select dealers. That dealer base has invested enormous resources to ensure an unmatched customer experience. We want to fully protect our network to do this, while at the same time vigorously monitoring price-based advertising that would be detrimental to our dealer network. In this regard, MGP has unilaterally established this Unilateral Minimum Advertised Price (UMAP©) Policy.

UMAP© Policy Statement

MGP has the sole discretion and reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this UMAP© Policy at a price lower than the Minimum Advertised Price, including a distributor that sells to any buyer specified on MGP’s Do Not Sell list.

Further, MGP will actively monitor and devote resources to assure fair competition on products advertised on Amazon and other third-party ecommerce platforms. These efforts include reduce limited warranty term and other restrictions on products purchased through unauthorized resellers and/or non-stocking ghost websites.

UMAP© Program Advertising Guidance

Examples of advertisements MGP currently considers contrary to the competitive goals of our UMAP© Program, the premium image of our brand and desired distribution limited to qualified MGP distributors and resellers include:

(1) Bundling for Lower Than UMAP© Price Sheet. Bundling or combining product(s) covered on the UMAP© Price Sheet with any other product (whether or not a MGP SKU or a product from another manufacturer) for an advertised price lower than the combined price of what the two or more products should be advertised independent of each other. Example: 15% off MGP when you buy new wheels. Example: A bundle of MGP products and another brand cannot be less than the combined minimum advertised prices (MAP) of the MGP products included in the bundle.

(2) Click-Through Innuendos. Advertising that does not provide a recognizable advertised price on the customer landing page or requires customer to take further actions to determine advertised price including requesting customer to “Click Through” to “See Price In Cart,” “Add To Cart For Best Price,” “Call/E-mail for Best Price”, requires Customer to log onto or link to separate page or site to search or obtain best price, promises or infers or any comparable command, language or graphic representation that implies, or from which the customer can infer, that the customer is being led to click through to the cart to see a price lower than that set forth in our UMAP© Sheet.



(3) Alterations to Minimum Advertised Price. Applying a blacked-out price (eg \$), struck-through price (eg. \$1,000.00), leaving out the price altogether, or any other alteration to the price advertised.

(4) SKU Modifications. Altering, phishing, omitting SKUS or SKU hyphens or other punctuation, or any other modifications to MGP intended SKUS, product names, images, or descriptions.

(5) Lowest-Price Guarantees. Advertising claiming or suggesting “the lowest prices,” having any form of low-price guarantee, or offering to match the lowest advertised price on MGP products listed in the UMAP© Price Sheet.

(6) Across-the-Board Discounts. Catalog or inventory-wide discounts (e.g. “10% off everything in catalog”), unless “MGP products excluded” is clearly stated in direct connection with such advertisements.

(7) Rebates or Other Incentives Prior to Payment. Issuing rebates or providing incentives (other than those pre-authorized by MGP) in any form prior to customer payment where the net effect is to reduce the advertised price to less than the price suggested in the current UMAP© Price Sheet in effect at the time of the ad posting.

(8) Tie-Ins. Offering a gift card or other form of product or service redeemable for value on a future purchase with the purchase of any product listed on MGP UMAP© Price Sheet or any other product tie-in (including those made by other manufacturers) or promotion where the net effect is to reduce the advertised price to less than the price suggested in the Price Sheet in effect at the time of the ad posting.

(9) Deceptive Listing: New Products as “Used” or “Like New”. Advertising in any manner which infers a new product purchased from a qualified MGP distributor/reseller is, absent resale or actual use by an end user, in any condition other than new, never-been- opened, undamaged condition with original packaging intact. Note: MGP may not provide technical support or warranty coverage for products advertised as other than new.

(10) Deceptive Listing: Unauthorized Distributors/Resellers offering Products with Reduced Warranties as “New”. As of the effective date of this program, MGP’ full Limited Warranty does not apply to products purchased from unauthorized resellers or suppliers on Amazon, eBay, Walmart, Alibaba, Rakuten and other outlets (see Limited Warranty). Advertising such products as “New”, “Like New”, “Out of Box” or similar without reference to reduced warranties is considered a deceptive practice and a violation of this UMAP© Program.

(11) Misleading Reseller Claims of “Authorized Distributor/Reseller or Dealer Status. Advertising or otherwise holding reseller or storefront out to be an “authorized distributor,” “reseller” or “Dealer” of MGP products contrary to fact or when indicated to the contrary on DNS list(s).

(12) Storefront Concealment. Advertising or storefront image intended to conceal or mask the true identity of the distributor or reseller (e.g. generic storefront name like "Auto Parts Store" or “Discount Bandit” without transparency as to contact information and/or reseller refusal to provide meaningful contact information).



Examples of actions which MGP generally considers not violations of this UMAP© Program are:

- (1) Offering free or discounted shipping or installation on products listed in the MGP UMAP© Price Sheet.
- (2) Authorized distributors/resellers providing customer loyalty rebates, advertising promotional prices, or bundling of products covered under the UMAP© Price Sheet that are part of an approved promotion by MGP.

All MGP Rights Reserved For Non-Compliance with UMAP© Program

At all times, distributors and resellers have the choice to voluntarily comply with and receive the benefits of MGP UMAP© Program. Advertisements of MGP product in all forms of media are routinely monitored. Distributors/resellers are considered compliant with this Program when 100% of all UMAP©-covered SKUs (as set forth on the current MGP Grid) are advertised at or above UMAP©. This Program, independent monitoring and enforcement applies 24/7 & 365 days a year.

MGP reserves all rights to unilaterally interpret and enforce its UMAP© Program through various actions. If we determine an advertisement is a UMAP© violation, MGP may, without assuming any liability, take such unilateral action as it deems appropriate. Such unilateral actions may include without limitation: adding or terminating distributors/resellers; cancelling, refusing or limiting purchase orders and indefinitely refusing to accept new orders from that violator as well as from any MGP wholesale distributor/reseller who is supplying the violator, reallocating product inventories, auditing distributor, reseller and WD sales, revoking discounts, advertising or other distributor/reseller program allowances; revoking all rights to use MGP trademarks (registered and common law), service marks, product images, descriptions or other copyrighted or promotional materials; publishing non-compliant distributors and resellers on "Do Not Sell/Resell Lists"; and pursuing all other contractual, legal and equitable remedies available, including without limitation, obtaining permanent or temporary injunction, termination, notification of intellectual property rights violations to Internet hosts or proxy servers or other methods of taking down advertisements and/or Internet offerings.

A WD supplying an unauthorized reseller or UMAP© violator identified by do not sell list may be treated as a violator itself.

MGP may provide courtesy notice of UMAP© violations, where the violation reflects an isolated violation, there is a lack of deceptive intent, the storefront or supplying WD demonstrates transparency, and the overall competitive goals of the Program are retained. However, unilateral action may be taken with or without prior notice, written or verbal. Such unilateral actions are cumulative and shall not be waived by any action or inaction of MGP.

For a full list of our part numbers and MAP pricing, please email: sales@calipercovers.com.