



## **BMF, Inc. Advertised Price Policy**

BMF, Inc. ("BMF") is dedicated to manufacturing and selling wheels of the highest quality for vehicle enthusiasts. BMF's wheel sizes, and manufacturing process combine modern aesthetics with advanced technology. BMF dedicates substantial resources into developing and marketing its products and is proud to associate with authorized dealers (as defined below) who dedicate the time and effort to ensure their customers' satisfaction with BMF brand wheels, protect the BMF brand reputation, and provide excellent customer service.

In order to remain in good standing, resellers must advertise all products at or above the MAP. By entering into a reseller arrangement with BMF, resellers agree to the terms of this MAP as it may be amended as provided herein. A "Reseller" is any merchant that sells to consumers. Reseller includes, but is not limited to, jobbers, retailers, online dealers, warehouse distributors, auction sellers, and auction sites. A reseller is also considered to be anyone that uses BMF trademarks in connection with the advertisement, offering for sale, or sale of BMF goods, whether such use is with or without BMF consent.

### **MAP Policy Introduction**

This MAP Policy establishes advertised price standards for BMF wheels and applies to all authorized dealers and resellers who advertise BMF wheels for sale.

Authorized dealers shall not advertise BMF wheels at prices less than the minimum advertised price ("MAP"). Any advertising that contains prices lower than the MAP will be in violation of this MAP Policy.

Although authorized dealers remain free to establish their own selling prices, BMF will unilaterally impose sanctions as described herein against those who advertise covered products below the applicable MAP.

#### **1) DEFINITIONS.**

a) "**Advertising**" refers to any digital, electronic, visual, audio or printed communication intended to solicit sales of BMF wheels that appears in any form of public media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, "apps," or any other digital or electronic media.

- b) **“Authorized Dealer”** means a person or business entity that purchases covered products directly from BMF, an authorized dealer, or warehouse distributor, for resale.
- c) **“Covered Products”** means the specific model of BMF brand wheels that we designate now or in the future.
- e) **“Seller(s)”** collectively refers to an authorized dealer and reseller.

## 2) EFFECTIVE DATE.

This MAP Policy applies to all advertising that a seller conducts on and after May 1st, 2020 (the “Effective Date”). BMF reserves the right to modify or terminate this MAP Policy, including, without limitation, changing minimum advertised prices, adding or deleting Covered Products, or revising MAP policy guidelines, at any time, without notice and at our sole discretion.

## 3) MAP POLICY GUIDELINES.

- a) **National Promotions** - BMF reserves the right to run National promotions of their products. BMF will provide direct account resellers the promotional information, with adequate timing, to ensure continued compliance with the MAP. Warehouse distributors are responsible for providing national promotions materials to their resellers. BMF encourages resellers to utilize the national promotions to their advantage while providing a high level of customer service to the end user.
- b) **Retail Promotions** - BMF encourages retail promotions and sales of our products. All retail promotions must be approved in writing by BMF ninety (90) days in advance. Retail promotions may not violate the MAP.
- c) **No Agreement** - This MAP Policy does not constitute an agreement between BMF and any dealer, distributor, or reseller. Compliance with this MAP policy does not evidence any kind of agreement between the reseller and BMF.
- d) **Brand Monitoring** - BMF products are monitored and enforced by BMF and is directly involved with the actions taken of non-compliant web sites or advertising. The determination of violations shall be made by BMF in its sole and absolute discretion.
- e) **Policy Modifications** - BMF reserves the right at its sole discretion to modify, suspend, or discontinue the MAP policy in writing at any time in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable.

## 4) MAP POLICY ENFORCEMENT.

Resellers who are found to be in violation of BMF MAP policy shall be subject to the following remedies upon BMF discovery of a violation of the MAP:

1st Violation - BMF authorized dealer status becomes Inactive and will result in the loss of MAP benefits, reinstated once reseller is in compliance and verified. The reseller will have two business days (48-hour) to comply before the infraction is considered to be a second violation.

2nd Violation - BMF authorized dealer status becomes or remains Inactive and will result in the loss of MAP benefits, reinstated once reseller is in Compliance for 30 days. The reseller will have two business days (48-hours) to comply before the infraction is considered to be a third violation.

3rd Violation - BMF authorized dealer status becomes or remains to be Inactive and will result in the loss of MAP benefits, reinstated once reseller is in Compliance for 90 days. The reseller will have two business days (48-hours) to comply before the infraction is considered to be a fourth violation.

4th Violation - BMF Authorized Dealer Status becomes Inactive, loss of MAP benefits, Lifetime Ban, and added to the "Do Not Sell" list.

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