

Effective Date: April 1, 2020

ATLANTIC-OASE Minimum Advertised Price (MAP) Policy

We are committed to providing a stable and reliable distribution network for all its customers. ATLANTIC-OASE's MAP Policy, described below, will allow our resellers, including distributors, retailers, contractors and consumers to consistently market and effectively promote the value of ATLANTIC-OASE to their customers while preserving the quality and reputation of ATLANTIC-OASE's products and its distribution network.

1. The Minimum Advertised Price (MAP) on all ATLANTIC-OASE products can be found by contacting an authorized distributor. The MAP Policy identifies the price at which any ATLANTIC-OASE product may be advertised, MAP is the advertised price before adding shipping charges. ATLANTIC-OASE reserves the right to change MAP without prior notice.
2. Advertised prices are defined as those prices published in any media, including but not limited to: advertisements, mail order catalogs, internet or other electronic communication media, email, texts, social media, television, radio and public signage, flyers, posters, coupons, mailers and inserts.
3. Internet auction sites may not display or have a reserved bid, best offer, name your price or other acceptable prices below MAP.
4. Resellers will not sell ATLANTIC-OASE to any individual or entity when the distributor knows, or through the exercise of reasonable due diligence would have reason to know, that the purchaser intends to advertise ATLANTIC-OASE for resale to end users at less than the MAP.
5. Resellers agree not to "bundle or kit" multiple products together (ATLANTIC-OASE and/or other brands).
6. Resellers agree not to sell ATLANTIC-OASE MAP products directly or indirectly to on-line merchants (i.e. Amazon.com, Jet.com or other marketplaces) without prior written approval from ATLANTIC-OASE.
7. Resellers agree not to use coupons, gift certificates or other incentives that reduce the value of the purchase below the MAP price. Coupons and Gift certificates that give future benefits from a purchase are also prohibited. Asking a consumer to sign up for a newsletter, club or programs to receive a discount are also considered violations.
8. From time to time, ATLANTIC-OASE may discontinue products or designate products for clearance. Products designated "discontinued" or "clearance" are not subject to this MAP Policy and may be advertised at any price that the retailer decides.
9. All photos, logos, and marketing copy used to represent or sell ATLANTIC-OASE brands and products must be obtained under license from ATLANTIC-OASE's marketing department. All such photos, logos, and copy are the intellectual property of ATLANTIC-OASE and may not be modified, altered, defaced, or changed in any way. Our images should not be modified to be used as your own product line. Contact information is provided herein for the purpose of obtaining any and all necessary photographs, designs, logos, copy and any other necessary materials.
10. Resellers at no time indicate that a prospective customer can call/click or otherwise contact the reseller for a price quote or a price that is lower than MAP.
11. ATLANTIC-OASE will publish a "Do Not Sell To" list of violators of this MAP Policy. ATLANTIC-OASE requests that all distributors of ATLANTIC-OASE use good faith efforts to enforce this policy and not sell to any violators listed on the "Do Not Sell To" list.

12. The ATLANTIC-OASE MAP Policy does not dictate the price at which any ATLANTIC-OASE product may be resold. Once an ATLANTIC-OASE item is identified for purchase (i.e. added to shopping cart or order), the price becomes the selling price and is not subject to this MAP Policy.
13. All resellers must abide by this policy including Distributors, Dealers, Contractors, Retailers and Consumers that have opened shops to resell products on internet sites.
14. The reseller is responsible to notify any of their customers that are purchasing ATLANTIC-OASE products of this MAP policy and current price list.
15. Any purchase of our products confirms acknowledgment of our MAP Policy.
16. This MAP policy applies to all MAP priced products for the following ATLANTIC-OASE brands:
 - a. **ATLANTIC** Water Garden Products
 - b. **OASE** Water Garden Products
 - c. **OASE** Aquatic Products
 - d. **OASE** biOrb Products
 - e. **pond boss** Select Items

1) COMPLIANCE INCENTIVES:

- A) Resellers who unilaterally decide to fully comply with every provision of this policy are eligible to be named an ATLANTIC-OASE Certified Reseller and thus to receive a free license to use the ATLANTIC-OASE certification mark, ATLANTIC-OASE artwork, and ATLANTIC-OASE marketing copy.
- B) ATLANTIC-OASE will only supply Certified Resellers.
- C) ATLANTIC-OASE will only recommend Certified Resellers.
- D) ATLANTIC-OASE product warranties apply only to products purchased from ATLANTIC-OASE Certified Resellers.
- E) Resellers will be subject to forfeiture of any license granted by ATLANTIC-OASE if ATLANTIC-OASE determines that the reseller is in non-compliance with any provision of this Policy.

2) VIOLATIONS:

- A) First Violation
 - i) ATLANTIC-OASE will issue a letter to the reseller notifying the reseller of the violation of the ATLANTIC-OASE MAP policy.
 - ii) If the violation is not corrected within five business days, a Second Violation will have occurred.
- B) Second Violation
 - i) ATLANTIC-OASE will issue a second letter to the reseller notifying the reseller of the violation of the ATLANTIC-OASE MAP policy.
 - ii) ATLANTIC-OASE will review and it reserves in its sole discretion, the right to alter the discounts and terms given to the reseller.
 - iii) The reseller will have five business days to correct the violation.
 - iv) If the violation is not corrected within five business days after declaration of a Second Violation, a Third Violation will have occurred.

C) Third Violation

- i) ATLANTIC-OASE will issue a third letter to the reseller notifying the reseller of the violation of the ATLANTIC-OASE MAP policy.
- ii) ATLANTIC-OASE will notify our distributor network of the reseller's third violation.
- iii) The reseller will not have access to ATLANTIC-OASE through ATLANTIC-OASE or any of its distribution partners and will be placed on the "Do Not Sell To" list indefinitely.
- iv) The reseller must remove all ATLANTIC-OASE copyrighted materials (including photographs and descriptions provided to you or derived from the ATLANTIC-OASE website or ATLANTIC-OASE literature) from their advertising and website.
- v) ATLANTIC-OASE will not honor warranties on products purchased from violators that receive a Third Violation. ATLANTIC-OASE will post a "warranty disclaimer" on our website, advising consumers that it will not honor warranties on products purchased from resellers subject to a Third Violation and identifying such resellers.

No employee or other representative of ATLANTIC-OASE has any authority to discuss, modify or grant exceptions to this MAP Policy, except the President of the Company.

For ATLANTIC-OASE MAP policy inquiries or to report MAP violations, please send emails to mapinfo@oase-livingwater.com