



## WOODLINE SHADE SOLUTIONS MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective November 1, 2021

### **INTRODUCTION**

Woodline Shade Solutions seeks to maintain our reputation as a manufacturer of high-quality shade products. We have determined that a MAP Policy will build and maintain our reputation and the integrity of our high-quality products with consumers. This MAP Policy is also intended to encourage competition in the sale of Woodline Shade Solutions products in a manner consistent with the long-term interests of resellers and customers. MAP pricing is established by Woodline Shade Solutions and may be adjusted by Woodline Shade Solutions at its sole discretion.

#### **Online Retail Dealer Pricing:**

40% of MSRP – UNLESS the online retailer has a brick-and-mortar location with a qualified Woodline Shade Solutions dealer display.

**MAP:** MSRP less 25%

**Payment Terms:** Online Retailers have Net 30 Terms (with approved credit) or pay before shipping.

### **SCOPE OF ADVERTISING**

This Policy applies only to prices advertised by online retailers. It does not apply to actual transactional sale prices charged by retailers to a customer, and retailers remain free to charge whatever sales price they choose. For an online retailer to be authorized to use Woodline Shade Solutions' intellectual property and participate in Woodline Shade Solutions' pricing, promotions, and other programs, all products must be advertised at a price equal to or greater than the MAP price.

Failure to adopt and maintain the Policy may impact the future business relationship, including but not limited to status as an Authorized Dealer of Woodline Shade Solutions Products.

This MAP policy applies to prices advertised by dealers using the following forms of advertising:

- Printed advertisements published in or on newspapers, magazines, inserts, catalogues, and flyers
- Outdoor signs and billboards
- Advertisements transmitted via radio, television, satellite radio, or computer or mobile applications
- E-commerce advertising, including email promotions, paid search results and ad words, and promotions paid for or released by dealers to third party websites and mobile applications
- Content promoting Woodline Shade Solutions products on any page of a store website or display on a mobile application, including pages dedicated to categories of products and specific product
- Advertisements and statements that include "call for price," "email for price," "click for price," or similar language.



## 1. Promotions

Woodline Shade Solutions reserves the right to occasionally permit advertisement of its products in connection with promotional programs for limited periods of time that might otherwise violate the terms of the MAP Policy. Woodline Shade Solutions will give advance notice to its online Retailers of such promotional programs, as appropriate, to ensure continued compliance with the MAP Policy.

In addition, to advertising a price below MAP, the following forms of advertised promotions also violate the MAP Policy:

- “Buy one/get one” promotions or similar promotions that include Woodline Shade Solutions products.
- Rebates, coupons, or gift cards expressly provided in exchange for purchases of Woodline Shade Solutions products that would cause the advertised price to be below the MAP price.
- Advertisements of site wide discounts or offers that do not specifically exclude Woodline Shade Solutions products.

The following promotional activities do not violate the MAP policy:

- Advertisements or offers for free shipping, sales tax inapplicable or free financing of Woodline Shade Solutions products.
- Any promotions or promotional events initiated or otherwise authorized by Woodline Shade Solutions.
- Loyalty programs associated with store-wide purchases.

## 2. Violations

Online retailers remain free to determine how and when to advertise prices for Woodline Shade Solutions products. Woodline Shade Solutions will unilaterally monitor advertised pricing as identified above and any failure to abide by this Policy may result in the loss of the ability to purchase products from Woodline Shade Solutions, as well as the loss of ‘Authorized Dealer’ status, among other future consequences.

Woodline Shade Solutions may, without assuming any liability, immediately act as deemed necessary to remedy the violation. Such actions include but is not limited to:

- Revoking purchase authorization on the online retailer program; revoking access to images, trademarks, logos, and other intellectual property used for advertising purposes.
- discontinuing participation in sales promotions, price discounts, and other online retailer program perks.

Any reinstatement of the online retailer program and/or benefits shall be at the sole discretion of Woodline Shade Solutions, and reinstatement as an online retailer is not guaranteed upon remedy of violation. Woodline Shade Solutions reserves the right to terminate the business relationship with any online retailer that violates the terms of this policy.



**3. Shipments:** ALL SHIPMENTS BEING DROP SHIPPED TO A RESIDENTIAL LOCATION MUST ADHERE TO THE FOLLOWING OR RISK NOT BEING ABLE TO MAKE A DAMAGE/WARRANTY CLAIM.

- a. Customer **MUST** sign for delivery.
- b. Customer must retain all packing materials, boxes, tubes, wrapping etc until merchandise is checked and no damages are evident.
- c. All residential deliveries will incur a “residential delivery fee (by carriers, not Woodline) and must have a delivery appointment so that we can ensure someone is home to sign off on the delivery.
- d. If the customer is unable to open the boxes and inspect at the time of delivery, please make sure that they **DO NOT** sign their name on the Bill of Lading but write “**PENDING INSPECTION**” instead.
- e. Woodline Shade Solutions must be notified of damaged items within 5 business days of delivery.
- f. All residential shipments will incur a dropship fee of 5% of the total order value UNLESS the online retailer arranges their own shipping. This fee does not cover the cost of shipping and does not remove the responsibility of the receiver to inspect and file any freight claims.

**4. Return Policy**

Due to safety considerations arising from COVID-19 Woodline Shade Solutions will no longer accept discretionary returns of product. If your product is defective, please refer to the Warranty policy. Please carefully review product selection and sizing prior to purchasing from Woodline Shade Solutions during this time.

**5. Order cancellations**

Orders may be cancelled unless the order has already been dispatched to the warehouse. Please contact a Woodline Shade Solution representative or sales support for order status.

**6. Communication**

Any questions or comments concerning this Policy or the MAP Price List must be directed exclusively in writing to [kathleen@woodlineshade.com](mailto:kathleen@woodlineshade.com) / [anita@woodlineshade.com](mailto:anita@woodlineshade.com).

Other employees and sales representatives of Woodline Shade Solutions are not authorized to, nor shall they, discuss, negotiate, or amend the MAP Policy. The management of Woodline Shade Solutions shall be responsible for determining whether a violation of the policy has occurred and providing notification of the violation. Woodline Shade Solutions independently monitors and investigates actions of dealers to determine any conduct that is contrary to the MAP Policy.

**7. Contact Information**

Woodline Shade Solutions list of contact information and who to send what to depending on service:

Purchase orders	<a href="mailto:salesupport@woodlineshade.com">salesupport@woodlineshade.com</a>
MAP violation forms - available on our website under: Resource Library > Files & Documents	<a href="mailto:ussales@woodlineshade.com">ussales@woodlineshade.com</a>
Warranty Claims - available on our website under: Resource Library > Files & Documents	<a href="mailto:salesupport@woodlineshade.com">salesupport@woodlineshade.com</a> <a href="mailto:juanita@woodlineshade.com">juanita@woodlineshade.com</a>
Stock inquiries /customer service	<a href="mailto:salesupport@woodlineshade.com">salesupport@woodlineshade.com</a>
Invoice inquiries	<a href="mailto:duwayne@woodlineshade.com">duwayne@woodlineshade.com</a>
Product data and technical information	<a href="mailto:anita@woodlineshade.com">anita@woodlineshade.com</a>



## 8. Additional Policy Terms and Conditions

Woodline Shade Solutions reserves the right to, at any time, at our own discretion and without prior notice; modify, extend, suspend, discontinue, or withdraw in whole or in part this policy. For the latest revised policy, please refer to our website. In the event of any disagreement over the interpretation or enforcement of this policy, Woodline Shade Solutions reserves the right as the manufacturer to make the final decision about its products, pricing, and online retailer program.

### ACKNOWLEDGEMENT OF RECEIPT:

By signing below, the authorized Woodline Shade Solutions dealer acknowledges receipt of this policy and agrees, by this document, to advertise Woodline Shade Solutions products at no less than the Minimum Advertised Price (MAP) as set by Woodline Shade Solutions. The dealer shall pay Woodline Shade Solutions the prices for the products purchased under this Agreement as set forth in the Online Retail Dealer's Price List. Prices are subject to change at any time by Woodline Shade Solutions. The Dealer will be notified by phone or e-mail prior to the change of prices, sales, or clearance prices. Online Retail Dealer pricing is to be kept confidential by the online retailer.

Dealer name and address: \_\_\_\_\_

Principal's name (please print clearly): \_\_\_\_\_

Principal's signature: \_\_\_\_\_ Date: \_\_\_\_\_