



FREEDOM PERFORMANCE MINIMUM ADVERTISED PRICING POLICY

In order to preserve its reputation for providing customers with high value products and strong after-sales support, and to further enhance the Freedom Performance ("FP") brand image and its competitiveness in the marketplace, Freedom Performance Exhaust, Inc. ("FPE") is unilaterally instituting a policy of minimum advertised price standards for Freedom Performance products.

This Minimum Advertised Pricing Policy ("MAP Policy or MAPP") became effective January 15, 2015 and will apply to distributors and retailers, including catalogs and internet retailers (collectively, "Resellers"), who resell FP products to end users located in the United States.

Freedom Performance Exhaust, Inc. greatly values the efforts of all Resellers to distribute FP products and support our customers. This MAP Policy is adopted for the benefit of all Resellers and will be uniformly enforced.

This MAP Policy shall work under the following guidelines:

1. FPE will, from time to time, publish a Schedule of Manufacturer's Suggested Retail Prices ("MSRP Schedule") on its internet website, which may be amended or adjusted by FPE at any time in its sole discretion. The MSRP Schedule will identify the effective date, the FP products and the manufacturer's suggested retail price ("MRSP") for those products.
2. Each advertisement of a FP product identified in the MSRP Schedule more than 10% below the MSRP will be a violation of this MAP Policy. FP products not specifically identified in the MSRP Schedule are not subject to this MAP Policy but must be listed as either "discontinued" or "other than new". The current MSRP Schedule is posted on our website.
3. This MAP Policy applies to all advertisements of FP products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic or streaming media, television, radio, and public signage. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
4. Listings need to include authorized dealer name, phone number and email address for customers to use for questions regarding products. Stores that do not indicate who the authorized dealer is are in violation of this policy.
5. The inclusion in advertising of free or discounted products (whether made by FPE or another manufacturer) with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the covered FP product more than 10% below the MSRP. Any type of rewards program must exclude FP products as those also have the effect of discounting the product further.



6. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discount price more than 10% below the MSRP is prohibited. Statements such as “add to cart to see price”, “click here for price” or phrases of similar import are acceptable as long as the price then displayed or listed for the product is not more than 10% below the MSRP. Note: a “cart” is not an intent to purchase and is still considered an advertised price.
7. This MAP Policy applies only to advertised prices and does not apply to the price at which FP products are actually sold or offered for sale to an individual consumer within Resellers’ retail location or over the telephone. Resellers remain free to sell these products at any prices they choose under these circumstances.
8. This MAP Policy does not establish maximum advertised prices. All Resellers may offer FP products at any price in excess of the MSRP.
9. Auctions (including Internet) may not display or have reserved bid or other acceptable prices more than 10% below the MSRP.
10. Pricing listed on an Internet site is considered an “advertised price” and must adhere to this MAP Policy. Once the pricing is associated with a customer’s intent to purchase (creation of an order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as “we will match any price”, “call for price” or phrases of similar intent are acceptable as long as the price advertised or listed for the products is not more than 10% below the MSRP. In addition, discounts applied at checkout to the entire order based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”, do not violate this MAP Policy.
11. Publishing what any FP was sold to a customer for is not allowed if selling price published violates this MAP Policy. Resellers may not request customers to advertise what price the product was sold for. Reseller agrees that transactions are private communication between Reseller and customer and is not for publication. Should a customer advertise in any manner for a Reseller, that will be considered a violation for the Reseller to correct.
12. This MAP Policy is solely within FPE’s discretion and authority acting through the duly authorized MAPP managers of FPE. No employee or sales representative of FPE has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. All questions about this MAP Policy should be in writing and directed via U.S. Mail to MAP Policy Administrator, Freedom Performance Exhaust, Inc. 14550 S. Main St. Gardena CA, 90248 or via e-mail to mapadmin@freedomperform.com who will respond only in writing. No oral communications about this MAP Policy are authorized.
13. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by FPE under this MAP Policy shall be without liability to FPE.



14. From time to time, FPE may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. FPE further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.
15. Intentional and/or repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by FPE. The level of sanctions will be determined by FPE in its sole discretion and may include indefinite termination of dealership or distributorship. FPE does not intend to do business with Resellers who degrade the image of FPE and its products. FPE need not provide prior notice or issue warnings before taking any action under this MAP Policy.
16. Distributors of FP products will supply a copy of this MAP Policy to any new or existing Reseller for their records.
17. The terms of this MAP Policy are confidential and should not be disclosed to other parties.

This MAP Policy has been established by FPE to help ensure FPE's position as a top producer of high quality products and to protect the reputation of its name and products. This MAP Policy is also designed to avoid destructive intra-brand conflict and to ensure that dealers and distributors have the incentive to invest resources into services for FP customers.



MAP Policy Support & Information
mapadmin@freedomperform.com
310-324-0415 ex. 1012

**SIGN THIS PAGE and RETURN IT to Freedom Performance
(each dealer is required to have one on file with FPE)**

I have read the above MAP agreement from Freedom Performance Exhaust, Inc. and have full understanding of their policies and subsequent dealings to ensure proper satisfaction from their customers and dealers. By signing this agreement I acknowledge that we will properly follow these policies and am aware that this policy is subject to change at any time.

Dealer Name _____

Dealer Address _____

City _____ ST _____ ZIP _____

Phone: _____ email: _____

Signed by: _____ Date signed: _____

Printed Name of Authorized Signee _____

This page MUST be included with your application.

We will NOT process your application until we have it.