**The Wheel Group Minimum Advertised Price Policy**

The Wheel Group (TWG) strives to retain brand value and a healthy distribution channel in part through this mandatory Minimum Advertised Price Policy (MAP). Please refer to attached Price Schedule for current MAP. This arrangement is designed to curb price slashing among Resellers and eliminate unlawful counterfeit product sales, thus helping our Resellers to remain profitable in this highly competitive business environment.

In order to remain in good standing, Resellers must advertise all products at or above the MAP which is designated on the most current Price Schedule. By entering into a Reseller arrangement with TWG, 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 TWG trademarks in connection with the advertisement, offering for sale, or sale of TWG’s goods, whether such use is with or without TWG’s consent.

**If you have been made aware of this MAP and continue to sell TWG**

**products, you consent to and agree to all of the terms and conditions of this MAP.**

**Warehouse Distributors** - Warehouse distributors are additionally responsible for monitoring and ensuring that any purchaser to whom it sells TWG products does not violate the MAP. Failure to do so may result in penalties to both the warehouse distributor and the reseller.

**MAP Violations** – In an effort to prevent any damage to brand integrity, a Reseller is in violation of the MAP by the sale or advertising for sale of any TWG product or products: (a) below the MAP; (b) which are bundled together at a price below the aggregated MAP of the individual items; (c) on a website with ambiguous and/or obscured pricing such as, “See Price in Cart”, “Make Offer”, “Bid”, rebate funds, customer specific funds, or “Instant Message me for Pricing”. Any Resellers who are found to be in violation of TWG MAP Policy shall be subject, but not limited, the following remedies upon TWG discovery of a violation of the MAP: **TWG expects any violation(s) to be remedied within two (2) business days upon receipt of any such notice**, and TWG expects no further violations of the MAP policy. If a violation is not cured within two (2) business days, TWG may elect to do any of the following, all in its sole discretion:

* Suspend a retailer for period of time
* Increase acquisition cost or reduce purchase discount of its brands or products
* Withhold or cancel any pending order(s) for products;
* Limit availability of certain brands and Products to the retailer in the future;
* Modify payment terms of the account
* Terminate the relationship with the retailer.

TWG does not undertake any obligation to enforce this policy as against any other retailer. TWG’s determination regarding whether there has been a violation of this MAP policy shall be final and binding.

**MAP Violation** – Resellers who are found to be in violation of TWG MAP Policy shall be subject to the following remedies upon TWG discovery of a violation of the MAP:

* 1st Violation – TWG 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 to comply before the infraction is considered to be a second violation.
* 2nd Violation – TWG 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 to comply before the infraction is considered to be a third violation.
* 3rd Violation – TWG 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 to comply before the infraction is considered to be a fourth violation.
* 4th Violation – TWG Authorized Dealer Status becomes Inactive, loss of MAP benefits, Lifetime Ban, and added to the “Do Not Sell” list.

**National Promotions** - TWG reserves the right to run national promotions of their products. TWG 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. TWG encourages Resellers to utilize the national promotions to their advantage while providing a high level of customer service to the end user.

**Retail Promotions** - TWG encourages retail promotions and sales of our products. All retail promotions must be approved in writing by TWG ninety (90) days in advance. Retail promotions may not violate the MAP.

**No Agreement -** This MAP Policy does not constitute an agreement between TWG and any dealer, distributor, orreseller. Compliance with this MAP Policy does not evidence any kind of agreement between thereseller and TWG.

**Requirements –** To become an active TWG Authorized Reseller/Distributor, please fulfill the following Dealer Registration Form, it must be completed, signed, and e‐mailed directly to the MAP Program Administrator at:

 THE WHEEL GROUP

 1050 N VINEYARD AVE

 ONTARIO, CA 91764

 Email: map@thewheelgroup.com

 Website: [www.thewheelgroup.com](http://www.thewheelgroup.com)

 Fax: 626-363-1677

**Brand Protection Agency –** TWG products are monitored and enforced by Brand Protection Agency (www.brandprotectionagency.com) and is directly involved with the actions taken of non‐compliant web sites or advertising. The determination of violations shall be made by TWG in its sole and absolute discretion.

**Policy Modifications -** TWG reserves the right at its sole discretion to modify, suspend, or discontinue the MAP Policyin writing at any time in whole or in part or designate promotional periods during which the termsof the policy change or designate periods of time during which the policy is not applicable.