

ConservCo Minimum Advertised Price Policy

ConservCo has determined that its interests are best served through the adoption of a minimum advertised price (“MAP”) policy. This policy became effective on July 1, 2012.

This MAP policy is designed to

- 1) Protect reseller margins; and,
- 2) Support the ConservCo brand as a premium offering.

This policy has been unilaterally adopted by ConservCo and will be uniformly enforced.

Minimum Advertised Price

Reseller MAP shall be defined as ConservCo List Price less 25%.

A current listing of products and their respective List Price is published on the [Products Page](#) of ConservCo’s website.

The products and List Price may be changed from time to time at ConservCo’s sole discretion. ConservCo resellers are responsible for remaining current with MAP policy, products and pricing.

This MAP policy applies to all ConservCo products. Each advertisement below the MAP will be a violation of the policy.

This MAP policy applies to all advertisements of specific ConservCo products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.

Policy Coverage

This MAP policy covers all ConservCo resellers worldwide. Although resellers remain free to establish their own resale prices, ConservCo will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise applicable ConservCo products at prices below those defined in this MAP policy.

ConservCo will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller.

ConservCo neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy, or in any other contract or agreement with ConservCo, shall constitute an agreement between ConservCo and reseller that the reseller will comply with this MAP policy.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by ConservCo from time to time.

Policy Violations

In the event a reseller chooses not to follow the ConservCo MAP policy, sanctions will be unilaterally imposed by ConservCo.

Violations of MAP policy shall be determined by ConservCo in its sole discretion. ConservCo will not accept any communication from a reseller who has violated this MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy.

Failure to adhere to this will result in the possible suspension or cessation of shipments to a reseller for a period of six (6) months, or longer at our discretion.

Policy Modifications

ConservCo reserves the right at any time to modify, suspend, or discontinue this MAP policy 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.

Unilateral Action

ConservCo is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.

Contact Information

CONSERVCO SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY.

All questions or comments regarding this MAP policy are to be directed to the policy administrator at info@conservco.us. The 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 communication regarding sanctions imposed under this policy.