

# **Wesco Pet, Inc. / Bird Kabob® Minimal Advertised Price/iMAP Policy – Authorized Reseller Agreement**

January 1, 2024

## **MAP/iMAP Policy**

Wesco Pet, Inc. / Bird Kabob® is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. Wesco Pet, Inc. / Bird Kabob® has an established Minimum Advertised Price (MAP) and Internet Minimum Advertised Price (iMAP) Policy that an Authorized Reseller must follow for the advertising and marketing of Wesco Pet, Inc. / Bird Kabob® products. All Wesco Pet, Inc. / Bird Kabob® Authorized Resellers must agree to the terms and conditions of the following MAP/iMAP Policy.

## **Wesco Pet, Inc. / Bird Kabob®’s MAP/iMAP Policy Guidelines for Wesco Pet, Inc. / Bird Kabob® Products**

MAP/iMAP pricing for all Wesco Pet, Inc. / Bird Kabob® products can be found in the attached spreadsheet. All advertised prices must be at or above MAP/iMAP for all Wesco Pet, Inc. / Bird Kabob® products. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP/iMAP. Other statements such as “call for price” or “call for quote” are acceptable and permitted.

Resellers are also responsible for ensuring their Wesco Pet, Inc. / Bird Kabob® pricing is at or above MAP/iMAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP/iMAP price given the most recent publication of the MAP/iMAP prices. Wesco Pet, Inc. / Bird Kabob®’s MAP/iMAP policy for all Wesco Pet, Inc. / Bird Kabob® products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placements on resellers own website (banner ads, broadcast emails, destination pages, and any flyers, posters or coupons.)

## **Pricing Statements**

Wesco Pet, Inc. / Bird Kabob®’s Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as “Call for Price” or “Call for Quote.”

## **All Wesco Pet, Inc. / Bird Kabob® Products Price Matching Policies**

Price matching cannot be used as a valid reason for violations of Wesco Pet, Inc. / Bird Kabob®’s MAP/iMAP Policy. Advertised price must always be at MAP/iMAP or higher.

## **Failure to Comply with the MAP/iMAP Policy**

At the sole discretion of Wesco Pet, Inc. / Bird Kabob®, failure to comply with MAP/iMAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller

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status and your ability to purchase all Wesco Pet, Inc. / Bird Kabob® products both direct as well as through distribution.

## **Wesco Pet, Inc. / Bird Kabob® will utilize the following steps to resolve MAP/iMAP violations:**

1. Any and all dealers selling Wesco Pet, Inc. / Bird Kabob® products which have not signed a Wesco Pet, Inc. / Bird Kabob® MAP/iMAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of Wesco Pet, Inc. / Bird Kabob® are required to provide a signed MAP/iMAP agreement from any dealer selling Wesco Pet, Inc. / Bird Kabob® products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP/iMAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
  2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.
  3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, Wesco Pet, Inc. / Bird Kabob® will review and determine if account is to be reinstated.
  4. Fourth Violation: Should Wesco Pet, Inc. / Bird Kabob® decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

\*\*\* Wesco Pet, Inc. / Bird Kabob® will issue a new MAP/iMAP price list at any time, at the company's sole discretion. Pricing must be updated immediately upon receipt.\*\*\*

## **Authorized Reseller Agreement**

\*\*\*All authorized retailers are required to have a physical retail location.\*\*\*

Although authorized resellers are permitted to sell Wesco Pet / Bird Kabob products on their company's websites, authorized resellers acknowledge and agree the sale of Wesco Pet / Bird Kabob products on platforms such as Ebay.com, Jet.com, Amazon.com and any other platform that can be accessed via transfer protocol (http/https) is prohibited.

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## **MAP/iMAP Policy and Authorized Reseller Confirmation Agreement**

This Wesco Pet, Inc. / Bird Kabob® MAP/iMAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, Wesco Pet, Inc. / Bird Kabob® and \_\_\_\_\_

Wesco Pet, Inc. / Bird Kabob® places great value on the efforts of all resellers to represent our products and support their customers. Our MAP/iMAP policy is intended to encourage competition for the sale of Wesco Pet, Inc. / Bird Kabob® products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP/iMAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for Wesco Pet, Inc. / Bird Kabob® products.

Read and Understood:

Authorized Reseller:

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_

Authorized Representative

Title \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_