



MAP Policy

- a. Firestone Airide manufactures and sells quality Firestone products and works to maintain a premium image through superior manufacturing, marketing, sales, and customer support. To protect the image of its brand and products, Firestone has adopted this Unilateral Minimum Advertised Price Policy ("MAP Policy").
- b. The MAP Policy applies to dealers, distributors, businesses, individuals, resellers, retailers, or other parties ("Sellers") selling Firestone and Firestone products in the United States and Canada. Sellers must comply with the MAP Policy to be allowed to sell Firestone and Firestone products and to remain eligible for the COOP marketing program.
- c. The MAP Policy applies to any product ("MAP Products") listed in the Price List attached as Attachment A (the "MAP Price"). Sellers must advertise MAP Products at or above the MAP Price. Firestone may revise the MAP Price from time to time. Firestone will provide Sellers at least 60 days' notice before revisions to the MAP Price take effect. Sellers who advertise MAP Products below the MAP Price violate the MAP Policy.
- d. Sellers will provide a copy of the MAP Policy and current MAP price list to all of their third-party resellers as the MAP Policy applies to those resellers.

MAP Policy Coverage

- a. The MAP Policy applies to advertising of MAP Products in any and all media, including but not limited to: i: flyers, posters, banners, point of purchase materials, point of sale materials, coupons, mailers, inserts, newspaper advertisements, magazine advertisements, retail price sheets, online videos, television commercials, radio commercials, sports advertising, public signage, out of home advertisements, websites, banner ads, destination pages, email, social media, other electronic or internet media; and ii. any other promotional activity that Firestone determines, in its sole discretion, is advertising.
- b. The MAP Policy does not apply to: i. prices offered through live telephone, email, or online chat or any other direct contact a Seller has with a customer in response to a direct customer inquiry; or ii. prices offered through a secure user Site or User Checkout that requires unique login information that cannot be remembered by the site and where the price information is not accessible to "web crawlers" or "bots." iii. the Checkout Stage of a customer transaction.
- c. Additionally, Sellers may not display MAP Products online without any price advertised and include words or symbols that imply that a lower price is available in the cart or otherwise (e.g. "Add to Cart for Discounted Price," "See Lower Price in Cart," or a slash through the price or a downward arrow).
- d. Direct or indirect attempts to circumvent the MAP Price will be considered a violation of the MAP Policy. Such attempts include, but are not limited to, advertising that contains the following terms: • Coupons, discounts, rebate offers, or other inducements that advertise a price lower than the MAP

Price; • Advertising “the lowest price,” “the best price,” “will beat competitors’ prices”, or similar statements; • Buy one/get one free offers that include a MAP Product; • Bundling MAP Products at a price that is less than the sum of the MAP for each individual product; • Advertising separate prices for individual products that are intended or required to be bundled so as to suggest a price for the bundled product that is lower than the MAP for the bundled product; or • Other promotional activities designed to advertise a price lower than the MAP.

e. The offering of the following promotional discounts will not constitute a violation of the MAP Policy: i. Promotions offered solely in connection with a customer’s financing of the purchase by the Seller; and ii. Service-related offers (such as free service offers).

Violations

a. Firestone will monitor compliance with the MAP Policy and will promptly send notices to Seller of non-compliance with the MAP Policy.

b. The following penalties shall apply:

i. First Violation: Seller will have two business days after notice of non-compliance to remove any non-compliant advertising. If the violation is not corrected in 48 hours, then a second violation occurs.

ii. Second Violation: Seller will be suspended from purchasing or selling any Firestone product and published on Firestone’s Do Not Sell list indefinitely. Reseller will also be restricted from accessing Firestone data from SEMA and DCI.

c. Firestone may re-evaluate a Seller’s violation at any time. A Seller’s repeated violation of the MAP Policy is inconsistent with Firestone’s brand image and market strategy. Firestone may, at its sole discretion, take any action necessary to protect its brand image and market strategy, including without limitation, ceasing shipments of products to Sellers who repeatedly violate the MAP policy or sell products to a reseller on the Do Not Sell List.

Unilateral Policy

a. Sellers are free to sell at any price they choose. The MAP Policy constitutes a unilateral policy of Firestone and is not an agreement between Firestone and any Seller or other party. Firestone does not seek, and will not accept, any agreement or assent from any or other party with respect to the MAP Policy. Firestone does not seek any information from Seller or any other parties regarding any other Seller’s compliance with the MAP Policy. Firestone may modify the MAP Policy at any time, including changes to the products, prices, and time periods in the MAP Policy, in its sole discretion. Firestone does not waive any legal right or remedy by implementation of the MAP Policy. The MAP Policy shall remain in effect until modified or terminated by Firestone.