



Pawtology



PawFriction
Give new life to old paws.

Pawtology USA Minimum Advertised Price Policy Effective 4/1/18

1. Introduction

Pawtology is transforming the way senior and special needs dogs maintain their mobility. We do this with our product, **PawFriction**. Our customers include canine lovers, veterinarians, and groomers all over the world. We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealers' service and support efforts. As a result, Pawtology has unilaterally established this Minimum Advertised Price ("MAP") Policy in the USA.

2. Policy Statement

Pawtology, in its sole discretion, reserves the right to discontinue doing business with any Pawtology Authorized Reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

- a. The products covered by this MAP Policy are listed in Section 7, ("MAP Products"). Pawtology may in its sole discretion modify this list from time to time.
- b. Pawtology recognizes that Resellers are free to make their own decisions to advertise and sell any Pawtology product at any price they choose without consulting or advising Pawtology. Similarly, Pawtology will exercise its right to make its own decisions regarding any Reseller and its supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing or sponsorship programs.
- c. The MAP Policy applies to advertised prices not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.

4. Advertising Guidelines

- a. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers,

magazines, catalogs, television, radio, public signage as well as Internet sites, social media sites, apps or any other electronic media collectively "Media".

b. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers via Media.

c. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" and are subject to this MAP Policy.

d. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to Pawtology Products so long as no price is listed.

e. This MAP Policy also applies to any activity which Pawtology determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as but not limited to solicitations for 'group purchases' and the like.

f. It shall not be a violation of this MAP Policy to advertise in general that the Reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the Reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

g. From time to time, Pawtology may permit Resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Pawtology reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice via email or otherwise electronically or in writing to all Resellers of such changes.

h. From time to time Pawtology may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy for Resellers to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. "*after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

5. Bundling Guidelines

a. “Bundling” or advertising Pawtology products for sale together with other products will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
- ii. the product(s) bundled with MAP Products violate Pawtology’s Intellectual Property rights; or
- iii. the product(s) bundled with MAP Products violate the Pawtology Trademark and Brand; or
- iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
- v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.

b. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:

- i. technically incompatible; or
- ii. include competing products to PawFriction including but not limited to ToeGrips

c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
- ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.

d. Rebate programs from Pawtology on MAP Products are exempt from this policy.

6. Policy Enforcement

a. If a Reseller with multiple store locations violates this MAP Policy at any one or more store location, on any associated website or other Media then Pawtology will consider this to be a violation by the Reseller.

b. Pawtology reserves the right to cancel any pending orders, restrict or decline future orders, or suspend any Resellers’ account if Pawtology reasonably believes:

- i. a Reseller has violated the provisions of the MAP policy; or
 - ii. a Reseller intends or attempts to violate the MAP policy.
- c. Pawtology’s MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred as well as determining appropriate sanctions.
- d. Waivers to this MAP Policy may be granted in Pawtology’s sole discretion by the MAP Policy Administrator in writing. Pawtology Sales; Marketing, or other personnel are **not** authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a written waiver to the MAP Policy, Resellers must strictly adhere to the terms of the waiver. Deviation from the terms of a waiver is a violation of the MAP Policy.
- e. Pawtology monitors the advertised prices of Resellers, either directly or via the use of third party agencies or various other tools. Resellers are expected to provide reasonable cooperation in any Pawtology investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Pawtology MAP Policy investigation is a violation of this MAP Policy.
- f. Business to business sales by authorized wholesale Pawtology distributors are not required to follow the MAP policy. Pawtology Distributors or any other Distributors are **prohibited** from selling to other distributors that sell on Amazon.
- g. The MAP Policy will be enforced by Pawtology in its sole discretion and without notice. Pawtology Distributors and Resellers, have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including immediate termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: sales@pawtology.com

7. List of MAP Products

SKU	DESCRIPTION	MAP PRICE
PF1	PawFriction Kit	34.99
PF3	Pet-Safe Adhesive Refills	11.99