



The Wheel Group Minimum Advertised Price (MAP) Policy

The Wheel Group (TWG) is dedicated to enhancing the value and reputation of our brands while supporting our Dealers/Resellers. We have unilaterally established our Minimum Advertised Price (MAP) Policy to enhance the reputation of TWG products and brands and help ensure that all of our Dealers/Resellers properly promote and service TWG products and brands. We believe that this MAP Policy will support the long-term success of our Dealers/Resellers and uphold the integrity of all TWG products and brands.

Although Dealers/Resellers have the right to set their own resale prices and advertised prices for all TWG products, TWG has the sole and unilateral right to select its own Dealers/Resellers and to restrict, limit or terminate sales, credit or other privileges to Dealers/Resellers, including those Dealers/Resellers who chose to sell or advertise at prices that are not consistent with this MAP Policy.

MAP Policy

Dealer/Reseller – A “Dealer/Reseller” includes, but is not limited to, jobbers, retailers, online dealers, warehouse distributors, auction sellers, and auction sites. Additionally, a Dealer/Reseller is defined as anyone who utilizes TWG trademarks and intellectual property in connection with the advertisement, offering for sale, or sale of TWG’s products, whether such use occurs with or without TWG’s consent.

Warehouse Distributors – Warehouse Distributors are additionally responsible for monitoring and ensuring that they sell TWG products only to those Dealers/Resellers who choose to comply with this MAP Policy. Failure to do so may result in penalties to both the Warehouse Distributor and the Dealer/Reseller.

MAP Products – Any Product subject to a MAP as designated from time to time on TWG’s then-current MAP Product list that TWG makes available on www.twggarage.com or www.semadata.org, sends by e-mail or otherwise makes available to Dealers/Reseller. The MAP Product List may be, in whole or in part, modified or suspended at any time by TWG in its sole discretion. All Dealers/Resellers are responsible for providing current contact information to TWG, and are still subject to the MAP Policy even if TWG is unable to make the MAP Product list available to them, such as when current contact information is not provided.

MAP Violations – A Dealer/Reseller is in violation of the MAP Policy by the sale or advertising for sale of any MAP Products when: (a) pricing advertised is below the MAP; (b) on a website with ambiguous and/or obscured pricing such as, “Make Offer”, or “Bid”; (c) “Starting At” pricing is advertised below the MAP; (d) coupons or rebates are displayed with the MAP Products that, when applied to the advertised price, result in a net payment by customers below the MAP; or (e) any other publicly distributed statements or representations are made that would imply to customers that any MAP Products are being sold or advertised below the MAP. Statements such as “call for price”, “call for quote” or “message for pricing” are acceptable and not deemed a violation of the MAP Policy, so long as no price is listed below the MAP to the public. Free shipping and/or handling, 0% sales tax or free financing promotions do not violate this MAP Policy. In-cart pricing does not violate this MAP Policy if the shopping cart technology doesn’t allow pricing below the MAP to be listed or displayed via search engine results, artificial intelligence results/predictions, website pages or otherwise advertised to the public.

TWG will determine compliance with this MAP Policy in its sole and absolute discretion.



MAP Penalties – Any Dealers/Resellers which are found by TWG to be in violation of this MAP Policy may be subject to the following penalties:

First Violation in any 12-month period – the TWG Dealer/Reseller will receive a notification of the first violation(s) and will have 48 hours from the receipt of such notification to unilaterally take actions to achieve compliance with the MAP Policy. If the Dealer/Reseller chooses not to do so within 48 hours of the receipt of such notification, this will also be deemed to be a Second Violation.

Second Violation in any 12-month period – the TWG Dealer/Reseller will receive a notification of the second violation(s) and will have 48 hours from the receipt of such notification to unilaterally take actions to achieve compliance with the MAP Policy. If the Dealer/Reseller chooses not to do so within 48 hours of the receipt of such notification, this will also be deemed to be a Third Violation.

Third Violation in any 12-month period – the TWG Dealer/Reseller will receive a notification of the third violation(s) and the Dealer/Reseller will be placed on credit hold for a period of 30 days or such other period to be determined by TWG in its sole discretion. In addition, TWG may in its sole discretion, elect to do one or more of the following on a temporary or permanent basis:

- Suspend a Dealer/Reseller for a period of time to be determined by TWG, during which time, Dealer/Reseller may not purchase some or all TWG brands or products.
- Reduce or remove discounts.
- Revoke any Drop-Ship privileges.
- Withhold or cancel any pending orders for products.
- Limit availability of certain brands and products to the Dealer/Reseller.
- Suspend the Dealer/Reseller's ability to participate in TWG promotions.
- Modify payment terms.
- Terminate the relationship with the Dealer/Reseller.

In addition to the above penalties, for Dealers/Resellers which purchase MAP Products through one or more Warehouse Distributors and choose to violate the MAP Policy, TWG may impose any of the above penalties and/or preclude Warehouse Distributors from selling some or all TWG brands or products to such Dealers/Resellers permanently or for such other period of time to be determined by TWG in its sole discretion. TWG may take these actions without providing notification of violation(s) to such Dealers/Resellers and regardless of whether such Dealers/Resellers receive the current MAP Product list.

No Agreement – TWG will not discuss any conditions of acceptance of this MAP Policy, as it is non-negotiable and will not be altered for any Dealer/Reseller. Nothing in this MAP Policy shall constitute an agreement between TWG and any Dealer/Reseller, including any agreement that the Dealer/Reseller will comply with this MAP Policy. TWG neither solicits nor accepts any assurance of compliance in connection with this MAP Policy.

Communications about the MAP Policy – All questions about this Policy should be directed to only the Policy Administrator at map@thewheelgroup.com. No other TWG personnel shall have authority to discuss, modify or grant exceptions to this MAP Policy.



Reporting Potential Non-Compliance with the MAP Policy – Warehouse Distributors and Dealers/Resellers may report others' potential non-compliance with this MAP Policy to the Policy Administrator at map@thewheelgroup.com, providing only the name of the potentially non-compliant Dealer/Reseller, evidence of the potential non-compliance (such as a screen shot or that Dealer/Reseller's URL), the MAP Product(s) involved, and the date(s) and the nature of the potential non-compliance. TWG will handle these reports in its sole discretion and without further communication with the reporting Dealers/Resellers or Warehouse Distributors.

Policy Modifications – TWG reserves the right to at any time and in its sole discretion to, in whole or in part, modify, suspend, or discontinue the MAP Policy, designate promotional periods during which the terms of the MAP Policy change, or designate periods of time during which the MAP Policy is not applicable to some or all Dealers/Resellers.

Requirements to Become a TWG Authorized Dealer/Reseller – To become a TWG Authorized Dealer/Reseller, please complete the New Dealer Registration Form at www.twggarage.com. Please ensure it is completed, signed, and e-mailed to your sales rep or send to sales@thewheelgroup.com

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