



**PARAMOUNT AUTOMOTIVE MAP POLICY
EFFECTIVE DATE: OCTOBER 15, 2019**

Paramount Restyling Automotive Inc. (“Paramount”) is a leading manufacturer of automotive parts and accessories and actively supports the advertising and promotion of its products by its authorized resellers (“Resellers”). In order to encourage its Resellers to promote and invest in the marketing and sales of its products and to promote their high quality and value, Paramount has determined that it will no longer allow advertising or other promotional materials that have the effect of diminishing or detracting from the perceived value of Paramount’s products.

Therefore, effective October 15, 2019, Paramount has enacted a minimum advertised price (“MAP”) with respect to each of its products. The following terms and conditions of this MAP policy shall apply to all Paramount Resellers in North America.

The MAP Policy is as Follows:

1. Resellers shall not advertise Paramount products at a price that is less than the MAP for each such product.
2. The MAP for a product applies only to advertised prices and does not apply to the price at which such a product is actually sold or offered for sale to an individual customer within the Reseller’s retail location, over the telephone or through the Internet. The Reseller remains free to sell each product at any price or prices the Reseller elects.
3. This MAP policy applies to all advertisements via any marketing channel directed toward the end consumer whether it be retail, commercial or eMAP (electronic minimum advertised price) policy, applies to all advertised products (whether sold through the web, email, Instagram, Facebook, Craigslist, internet search engines, text messages or any other channel) 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 placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on Resellers’ own website, and any flyers, posters or coupons.

4. The MAP policy does not establish maximum advertised prices. The Reseller may offer each product at a price or prices in excess of the MAP established for such product.
5. The MAP policy does not in any way limit the ability of the Reseller to advertise that it “has the lowest price” or “will meet or beat any competitor’s price,” or that consumers should “call for a price,” or “call for quote” or similar phrases, so long as the advertised price of a product is not less than its MAP.
6. Intentional or repeated failure to abide by this policy will result in termination of authorized reseller status. Paramount does not intend to do business with Resellers who degrade the image of Paramount or its products by selling in contravention of this MAP policy. Any Resellers violating this policy shall be subject to the disciplinary process set forth below.
7. The terms of this MAP policy are confidential. The policy has been established to help ensure the legacy of Paramount as a top producer of high quality products and to protect the reputation of its name and products. The MAP policy is also designed to ensure Resellers have the incentive to invest the resources necessary to provide exceptional customer service to consumers.

Violations of the Policy Shall Result in the Following:

If a Reseller is found to have violated this policy, Reseller will be notified by Paramount in writing of the violation(s). If within a one (1) year period after that first warning a second violation occurs, Reseller will be notified in writing of this violation and will be prevented from purchasing Paramount products for one (1) year from the date of the second notification. If within a two (2) year period after that second warning a third violation occurs, Reseller will be notified in writing as before and will be prevented from purchasing Paramount products for three (3) years from the date of the second notification. Verification of the correction of the violation(s) must be provided to Paramount within three (3) business days of the notice of a violation. If there is no satisfactory response and/or correction within that time the violation will be deemed a third violation. Reseller may re-qualify as an authorized reseller of product during a suspension. Such re-qualification may be allowed in cases where Reseller is controlled by new owners and/or management after the violation. Before any re-qualification can take place, however, any unpaid balances outstanding to Paramount must be paid in full.

Further Information

The most current version of this policy is available at _____. If you have questions concerning this policy, please email _____ or call _____ (M-F 9 am – 5 pm PST).