



## 2017 SouthSide Machine MAP Policy

As a leading automotive performance suspension company, *SouthSide Machine* is focused on maintaining high margins for our distributor & dealer network. In recognition of the investment in time and resources required for high-quality dealers to provide the level of customer service with product knowledge expected from our customers, *SouthSide Machine* is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. Therefore, *SouthSide Machine* has now established a Minimum Advertised Price Policy (MAP) that all authorized resellers *MUST* follow for the advertising and marketing of all SSM products. All SSM Authorized Dealers/ Distributors must agree to the following terms and conditions of the MAP Policy.

### MAP Policy Guidelines

MAP pricing for all SSM products can be found on your current SSM price list. All advertised prices must be at or above the MAP prices for all SSM products if a MAP price has been established by SSM. Resellers are not required to show any prices in advertising, but if a price is placed in an advertisement, or posted on the internet, it must be at or above the SSM MAP price. Statements such as, call for price, or call for quote are acceptable and permitted.

SSM Dealers & Resellers are responsible for ensuring their SSM pricing is at or above MAP prices on all internet search engines online. Resellers are free to set any actual resale price of any product, as long as it is at or above the MAP price given on the current SSM Dealer Price list. SSM's MAP policy on products will apply to ALL forms of advertising placements, including, but not limited to: All online / internet ads, website ads, third party website ads, dealer websites, website banners, reseller websites, dealer locator websites, all online prices. Also, all print ads, magazines, newspapers, catalogs, brochures, mail order ads, store catalogs, mail-order catalogs, sales flyers, radio/ TV broadcasts, direct mailers, faxes, in-store banner ads/ signs, posters, flyers, mailbox stuffers, customer hand-outs, mass broadcast emails, account destination pages, car show sales flyers, open-house posters, product coupons or rebates advertised.

From time to time, SSM may permit resellers to temporarily advertise MAP products lower than the listed MAP prices. In such events, SSM reserves the right to modify, or suspend the MAP prices with respect to the affected products for a specified period of time for a special event, by providing advance notice to all resellers of any such changes.

### General Pricing Statements

SouthSide Machine's MAP Policy allows resellers to omit pricing entirely from any advertisements or advertisement statements such as using, "Call for your price" or "Call for your quote."

### Free Offers Associated with SSM Products

Free shipping & handling, No sales tax, or free financing promos *Do Not* Violate SSM MAP.

### SSM Price Matching Policies on Products

Price matching policies are acceptable, however, cannot be used as a reason for violation of MAP Policy. Any advertised price listed online or in print must *ALWAYS* be at or above MAP prices!

### Failure to Comply with SSM MAP Policy

At the sole discretion of SSM, failure to comply with our MAP Policy will result in the loss of your Dealer/ Reseller status, and your ability to purchase SSM products direct, as well as, through other dealers.



**SSM will utilize these steps to resolve MAP violations**

1. Any and all dealers selling SSM Products which have not signed our SSM MAP Policy agreement will be classified as *Unauthorized Resellers/Dealers*. (No Product Warranty & No Returns to Factory)
2. Distributors/ WD's of SSM are required to provide a *Signed* MAP policy agreement from all their dealers selling SSM products. Unauthorized dealers should not be sold to or provided any product from any distributor whatsoever.
3. Violations from Authorized dealers will need to be corrected within 48 hours of notification.
  - I. First Violation : The *Authorized dealer* account will be put on *30 day Temporary Hold* and a written warning will be provided. All MAP violations must be corrected within 48 hrs. upon notice from SSM. After correction, and then following a 30 day period of compliance, the violation will then be cleared, and account taken off *Hold*.
  - II. Second Violation : The *Authorized dealer* account will be put on *Hold* for 60 days, with all purchasing transactions suspended and product shipping stopped. After correction, and following the 60 day period of compliance, the violation will then be cleared, and account taken off *Hold*.
  - III. Third Violation : The *Authorized dealer* account will be *Suspended 6 mos.* for review. SouthSide Machine will review to determine if account can be reinstated, after 6 mos.
  - IV. Fourth Violation : Should SSM decide to reinstate an Authorized Reseller who has previously earned a *Third Violation*, and then violates a *Fourth* time, will have this account *CLOSED* indefinitely from buying direct from SSM.

\*\*\* SouthSide Machine will issue new price list upon the first day of each calendar year. \*\*\*  
 \*\*\* Pricing must be updated immediately with resellers upon receipt.\*\*\*

**MAP Policy Confirmation Agreement :**

This SSM MAP Policy and Confirmation Agreement are made on this day of :      /      / 2017  
 Between *SouthSide Machine (SSM)* and \_\_\_\_\_

SSM places a great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of SSM products in a manner that is consistent with the long-term interests of all our customers. We are certain that you share our commitment to customer satisfaction, and we ask that you acknowledge this, by signing the *SSM MAP Policy Confirmation Agreement* below. Thank you for your attention to this matter, and your continued support for SSM products.

*I have read & understand the SSM MAP Policy :*

**Authorized Reseller Company**

Company Name \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Web URL \_\_\_\_\_

**Authorized Reseller Representative**

Person's Name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 Email \_\_\_\_\_ Phone \_\_\_\_\_