



Maxxis Minimum Advertised Price (MAP) Policy

This Maxxis MAP Policy is intended by Maxxis to enhance the brand image and value of Maxxis products to the consumer and to encourage dealers to promote and invest in sales and quality of service of Maxxis products.

The Maxxis MAP Policy does not apply to actual in-store prices. In-store retail pricing for any Maxxis product is totally within the discretion of the dealer.

The Maxxis MAP Policy does not apply to point-of-sale signs, stickers, hangtags, or barcodes and similar markings on Maxxis products, or other in-store displays that merely state the retail prices at which the Maxxis product may be purchased.

The Maxxis MAP Policy applies to media advertising (“Advertising”) which includes, but is not limited to television, radio, and other broadcast and cable, newspaper, magazine, catalog, direct mail, and other distributed printed materials, emailed materials, internet sites, including auction sites, social media, and other internet and transmitted digital materials.

1. All Maxxis trademarks, trade names, logos, and tag lines (“IP”) remain the exclusive intellectual property of Maxxis International-USA. Dealers who comply with this Maxxis MAP Policy may use Maxxis’ IP to Advertise.
2. Maxxis products may not be sold by a dealer through third party listing exchanges such as Amazon, Ebay, Walmart Market Place, Sears Market Place, and the like and may not be sold through any type of auction website.
3. When Advertising includes references to, or a price for, any Maxxis product, the price in the Advertising must equal or exceed MAP for the items being Advertised.
4. The dealer may set its own price in store but any out-of-store Advertisement of prices must abide by this Maxxis MAP Policy.
5. Rebates may be Advertised and issued by the dealer but Advertised discounts must not result in the net price falling below the Maxxis MAP.
6. For items Maxxis determines to be closeout/discontinued items, Maxxis will specify the discounts off of MAP.
7. Maxxis will allow 2 prescheduled permitted sales per year. These sales will take place in the months of February and October. During this time the retailer may Advertise a discount for Maxxis products up to a total of 35% off MAP.
8. Maxxis may offer rebates direct to consumers which may constitute pricing below MAP.
9. Consequences of violation within any one year period are as follows:
 - 1st. Warning and 5 business days to conform to the Maxxis MAP Policy. Failure to so conform will be considered a 2nd violation.
 - 2nd. The account will be Suspended without further warning for a three month period. Failure to so conform within 5 business days will be considered a 3rd violation.
 - 3rd. The account will be Suspended without further warning for a twelve month period.

10. Suspension means cancellation of all scheduled deliveries of Maxxis product, no further deliveries, and no rights to use Maxxis' IP in any Advertising.
11. The Maxxis MAP Policy is established unilaterally by Maxxis and is not subject to negotiation. Maxxis is obliged to enforce the Maxxis MAP Policy uniformly and fairly and to do so on its own. Maxxis will not accept complaints from any dealer about another dealer's pricing, advertising, or conduct, and Maxxis personnel are directed not to discuss such matters with a dealer.
12. Maxxis provides MAP for all Maxxis products to Maxxis distributors in the distributor catalog and will provide the full product list with MAP to any dealer upon request.
13. Maxxis may discontinue or update the Maxxis MAP Policy at any time.