



J.ROCKETT AUDIO DESIGNS

2019 Minimum Advertised Price Policy

This policy has been unilaterally adopted by J Rockett Audio Designs and will be uniformly enforced.

Policy Coverage

This Minimum Advertised Price, hereafter referred to as “MAP”, policy covers all J Rockett Audio Designs resellers located in the United States. Although resellers remain free to establish their own resale prices, J Rockett Audio Designs will, without assuming any liability, enforce this policy on resellers who advertise applicable J Rockett Audio Designs products at prices below those specified herein. J Rockett Audio Designs will not discuss any conditions of acceptance related to this MAP policy as it is non-negotiable and will not be altered for any reseller.

MAP applies only to advertised prices and does not apply to the price at which any products are actually sold.

Minimum Advertised Price

The current listing of products and applicable MAP prices are published solely by J Rockett Audio Designs . Products and MAP are subject to change at any time and at J Rockett Audio Designs ' sole discretion. J Rockett Audio Designs resellers are responsible for remaining current with MAP policy, products and pricing. Each instance of advertisement below the MAP will be considered a violation of the policy.

The MAP policy applies to all advertisements of specific J Rockett Audio Designs products in any and all media including, without limitation: flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and public signage. The MAP policy is not applicable to any in-store advertising as long as the advertisement cannot be removed from premises.

Any language or device that would lend the customer to be able to calculate a net reduction of the advertised price prior to putting an item in the cart is prohibited. The following advertising tag lines or statements will be considered to be a violation of J Rockett Audio Designs ' MAP policy if the price is below the MAP price:

- “See low price in cart”
- “Low price in cart”
- “Dollars off”
- “Percentage off”

The MAP Policy does not apply to J Rockett Audio Designs products that are used, discontinued, demo, or “B stock,” provided products are clearly identified as such, or when a J Rockett Audio Designs product is bundled with another manufacturers' product of equal or higher value.



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J Rockett Audio Designs products sold on auction sites must comply with MAP. The opening bid or “buy it now” price must adhere to MAP price to remain in compliance.

“Call for price” is not considered a violation of the MAP Policy as long as there is no price.

The MAP Policy does not in any way restrict reseller’s ability to determine its own resale prices for products.

Consumer/End User Sales

Resellers are not authorized to sell J Rockett Audio Designs products to any entity other than consumer end users, or to sell under any name other than the corporate name or the commonly established trade name of reseller, *e.g.*, no resale under a new d/b/a or other fictitious name other than the name by which reseller is commonly known to consumers. The reseller's online marketing, promotion and sales of J Rockett Audio Designs product must be consistent with the sale/positioning at the reseller’s brick and mortar retail outlet. Internet resellers may not authorize or facilitate any third party reseller or wholesaler to also sell J Rockett Audio Designs products on or through reseller’s website. If reseller is authorized by J Rockett Audio Designs to sell J Rockett Audio Designs products via reseller’s website, resellers may not outsource fulfillment of any orders for such products, in whole or in part.

Policy Violations

Violations of the MAP policy shall be determined by J Rockett Audio Designs in its sole discretion. Failure to adhere to the MAP policy will be a factor taken into consideration in the determination of the acceptance of reseller’s participation in selling J Rockett Audio Designs’ products.

J Rockett Audio Designs may, at its sole discretion, terminate its business relationship with any reseller that fails to comply with the policy.

J Rockett Audio Designs reserves the right at any time to modify, suspend or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy are modified or designate periods of time during which the policy is not applicable.

Contact Information

J Rockett Audio Designs’ sales, administrative and customer service personnel have no authority to modify or grant exceptions to this policy or have communications with any reseller regarding violations.

All questions or comments regarding this MAP policy are to be directed to the current Vice President of Sales. J Rockett Audio Designs will notify resellers in writing whenever communicating to resellers regarding violations of this policy.



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