

TMAX GEAR

OFFICIAL MINIMUM ADVERTISED PRICE (MAP) AND AUTHORIZED DEALER POLICY

TMAX Gear relies upon its network of authorized dealers and retailers (individually and collectively referred to as “dealers”) to position and support TMAX Gear products. TMAX Gear has developed this policy to support brand value and consumer service and satisfaction. Therefore, all sales of TMAX Gear products (via retail sales, via the Internet, by mail order or other distribution) will be subject to this Policy. This Policy has been unilaterally adopted and will be enforced strictly and uniformly.

This MAP Policy shall continue to be effective with respect to the most recent versions of any MAP Listing that TMAX Gear may publish from time to time. Each subsequent MAP Listing shall state the date that it becomes effective. The current MAP applicable to each TMAX Gear Product may be found at www.tmaxgear.com/mappolicy.html.

1. Marketing and Sales Policy

It is TMAX Gear’s policy that TMAX Gear Products shall be marketed and sold in accordance with the following marketing and sales policy:

- Only authorized dealers may sell TMAX Gear Products.
- Authorized dealers shall market and sell TMAX Gear Products only to end-users (consumers) located within the United States;
- Authorized dealers shall not sell TMAX Gear Products on any Internet auction sites (e.g., eBay);

2. Minimum Advertised Price Policy

Dealers remain free to establish their own resale prices for all TMAX Gear Products. However, TMAX Gear will, without assuming any liability, cancel all orders and will indefinitely refuse to accept any new orders from any dealer immediately following TMAX Gear’s verification to its satisfaction that such dealer has advertised, offered, or sold any TMAX Gear Product via the Internet or by mail order at a net retail sales price less than the minimum advertised price established and announced by TMAX Gear from time to time (the “MAP”). It is TMAX Gear’s policy that TMAX Gear Products shall be advertised in accordance with the following minimum advertised price (MAP) policy.

Authorized dealers may sell TMAX Gear Products at any price in their sole discretion. However, TMAX Gear Products may not be advertised, either expressly or by implication, at a price less than the MAP referenced in the TMAX Gear Product MAP List. MAP applies to advertising of TMAX Gear Products in any and all media, including but not limited to, print ads (inserts, magazines, newspapers, etc.), broadcast (radio and TV), Internet or similar electronic media (websites, banner ads, broadcast emails, destination pages, etc.), catalogs and other direct mail, outdoor (billboards, banners, etc.). In particular, MAP applies to all website and other Internet references, either express or implied, to prices of any TMAX Gear Products, except for references contained solely on invoices or website shopping cart displays applicable to purchases by individual customers.

MAP does not apply to prices displayed by non-Internet retailers at their retail locations' physical facilities. Also MAP does not apply to advertising that does not reference a specific price for TMAX Gear Products. TMAX Gear may modify MAP in its sole discretion from time to time.

For purposes of determining the net retail sales price at which a TMAX Gear Product has been advertised, offered or sold, the value of any "free" or "discounted" product, coupon or other item sold or given by the dealer with the TMAX Gear Product in question will be taken into account.

This policy does not in any way limit the ability of an authorized dealer to advertise generally that it "has the lowest prices", it "will meet or beat any competitor's price", that consumers should "call for a price" or similar general statements as long as TMAX Gear Products are not advertised, either expressly or by implication, at a price less than MAP. Examples of advertising that express or imply a price less than MAP include, but are not limited to, references such as: "priced too low to show;" "prices so low we can't advertise;" "instant rebates;" use of promotional codes or promotional coupons, each resulting in offering a price less than MAP and violate this policy. Advertising that offers or promotes TMAX Gear Products as a "bonus", as "free", or with no or a limited charge less than MAP violates this policy.

From time to time, TMAX Gear may discontinue models and styles of TMAX Gear Products or engage in promotions with respect to such Products. TMAX Gear may in its sole discretion modify or suspend MAP with respect to the affected TMAX Gear Products by notifying authorized dealers of such change.

TMAX Gear may, unilaterally and in its sole discretion, discontinue supply of TMAX Gear Products and terminate its business relationship with any authorized dealer that fails to comply with these policies, regardless of whether the violation occurs in relation to one or several of the dealer's outlets or points of sale.

This is a unilateral statement of TMAX Gear's commercial policy. It is not an agreement or an offer to form an agreement with any party. It simply describes conditions under which TMAX Gear may, in its sole discretion, choose to sell TMAX Gear Products to authorized dealers. Each dealer of TMAX Gear Products is free to independently decide whether or not to follow this MAP Policy. TMAX Gear will not discuss any conditions of acceptance related to this MAP Policy, as it is non-negotiable and will not be altered for any dealer. In addition, TMAX Gear does not ask for, nor will it accept, any assurance of compliance with this MAP Policy. Nothing in this MAP Policy shall constitute an agreement between TMAX Gear and any dealer that the dealer will comply with this MAP Policy. TMAX Gear sales personnel have no authority to modify or grant exceptions to this MAP Policy. All questions regarding the interpretation of this Policy must be directed to TMAX Gear's MAP Policy Coordinator at (760) 602-6304.

IF TMAX GEAR DETERMINES, TO ITS SOLE SATISFACTION, THAT THE DEALER HAS ADVERTISED A TMAX GEAR PRODUCT AT A PRICE BELOW THE PRICE SET FORTH IN THE THEN-CURRENT MAP LISTING, TMAX GEAR MAY CANCEL ALL ORDERS FOR THE GIVEN PRODUCT AND REFUSE TO ACCEPT NEW ORDERS FOR THAT PRODUCT, FOR SO LONG AS THAT PRODUCT APPEARS ON THE MAP LISTING. ANY ACTION TAKEN BY TMAX GEAR HEREUNDER SHALL BE WITHOUT LIABILITY TO TMAX GEAR.